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 – January 4, 2018 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

   Please turn your cell phone to the vibrate, silence, or off setting.

   The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner May

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Thressa Berry, a Project Coordinator in the Engineering Division of the Public Works Department, on her selection as "Employee of the Month" for January 2018; and

B. Adopt the Proclamation encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "The Dream is Alive."

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

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

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 Acceptance of the November 30, 2017 Investment Report

   That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2017, as required by Ordinance Number 95-13; on November 30, 2017, the portfolio market value was $332,854,785 and portfolio earnings totaled $222,768 for the month; the short term portfolio yield 0.97%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.11%; the long-term CORE portfolio achieved a yield of 1.92%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.88%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the October 2017 Returns Received in December 2017

   That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2017 returns received in the month of November 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2018; total collections for the month of October 2017 returns was $680,297.93; this is a -4.23% decrease over the October 2016 returns; total collections year to date are 3.18% more than the comparable timeframe in Fiscal Year 2017.

3. 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 December 14, 2017;

B. Approve the Minutes of the Regular Board Meeting held December 14, 2017; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 12, 2017.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-06

That the Board of County Commissioner (BCC) review and adopt an ordinance amending Chapter 7, "the Future Land Use (FLU) Element," Policy FLU 1.1.1 to provide for an amendment to the 2030 FLU Map, changing the FLU category of two parcels within Section 50, Township 2S, Range 30W, Parcel Number 6070-001-003, and Parcel Number 6070-016-003, totaling 0.4428 (+/-) acres, located on Navy Boulevard and Mindoro Circle, from Commercial (C) to Mixed-Use Urban (MU-U).

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

February 1, 2018

A. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following Rezoning Cases to be heard by the Planning Board on January 9, 2018.

1. Case No.:	***Z-2017-17***
Address:	6355 Mockingbird Lane
Property Reference No.:	35-1S-30-7117-000-000
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District	3
Requested by:	Wanda French-Hawkins, Agent for Jason Hawkins, Owner
2. Case No.:	***Z-2017-18***
Address:	733 E Johnson Avenue

Property Reference No.:	21-1S-30-2101-001-002
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	3
Requested by:	Rhonda Autrey, Owner

B. 5:46 p.m. - A Public Hearing - Design Standard Manual Changes Ordinance

Summary: Changes to Chapter 5, General Development Standards, to modify standards for subdivision design and maintenance, stormwater management systems, and Design Standards Manual (DSM) Chapter 1, Engineering, concerning design standards for stormwater ponds, hold harmless agreements and water supply for ECUA.

C. 5:47 p.m. - A Public Hearing - Armored Shoreline Ordinance

Summary: The LDC requirements for armored shorelines are designed to address the impacts associated with the construction of new armored shorelines. The current code language does not address replacing this type of structure given that the impacts are already in place.

D. 5:48 p.m. - A Public Hearing - Capital Improvement Program Ordinance

Summary: Based on the Escambia County Comprehensive Plan 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements; the purpose of this documents is to fulfill the State requirements, Section 163.3177(3)(b), Florida Statutes, by adopting the 2017-2021 update to the Five-Year Schedule of Capital Improvements. A significant portion of the update to the Five-Year Schedule of Capital Improvements derives from information provided by the Florida-Alabama Transportation Planning Organization, Transportation Improvements Program and the Escambia County School District Work Plan.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Public Hearing Request for Fund Balance Carry-Forwards - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a Public Hearing on January 18, 2018, at 5:31 p.m., to amend the Fiscal Year 2017/2018 Budget to include the fund balance carry-forwards.

2. Recommendation Concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste - Patrick T. Johnson, Waste Services Department Director

   That the Board amend its action taken on November 30, 2017, CAR II-1, approving the form of the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste for the period effective January 1, 2018, to December 31, 2023, as provided in Section 3, *Term of Franchise*; approving the Collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of commercial solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA, for the period effective January 1, 2018 to December 31, 2023; and authorizing the County Administrator to sign the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with current Board-approved Commercial Solid Waste Haulers, collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement, to correct, due to a scrivener's error, Section 1, *Definitions, W. Multi-Family Dwelling Unit* from "… *five or more residential units* …" to "… six or more residential units …"; and to correct reference to the definition of the same in Section 14 – *Notices To Customers – Voluntary Recycling.*

   [Funding: Fund 103, Code Enforcement Fund, Account 323701, Franchise Fees – Commercial Garbage]

3. Recommendation Concerning a Request for Disposition of Property for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve the Request for Disposition of Property Form relating to a Quanti-Tray Sealer System that no longer functions reliably. This item will be used as a trade-in for a discount of up to 37 percent towards a replacement.

4. Recommendation Concerning the Assignment of Agreement, PD 15-16.012, Agreement for Uniform Rental Services - Paul Nobles, Purchasing Manager, Office of Purchasing

   That the Board approve and authorize the Chairman to sign, the Assignment of Agreement between Escambia County, Florida, and G&K Services, Co., to Cintas Corporation No.2, providing for an administrative change to PD 15-16.012, Agreement for Uniform Rental Services, assigning all of the rights and obligations of G&K Services, Co., to Cintas Corporation No.2.

5. Recommendation Concerning Ratifying the Scheduling of an Executive Session Held on January 4, 2018, Regarding Pending Union Negotiations with the Amalgamated Transit Union (ATU) - Jack R. Brown, County Administrator

That the Board take the following action:

A. Ratify the scheduling of a private meeting with its attorneys to discuss pending union negotiations with the Amalgamated Transit Union (ATU), in accordance with Sections 447.605 and 286.011, Fla. Stat., held on Thursday, January 4, 2018, at 8:00 a.m.; and

B. Ratify the public notice printed below published in the Pensacola News Journal on Saturday, December 30, 2017.

Public Notice

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its chief executive officer to discuss pending union negotiations with the Amalgamated Transit Union, in accordance with Sections 447.605 and 286.011, Fla. Stat. Such executive session will be held at 8:00 a.m., on Thursday, January 4, 2018, in the Ernie Lee Magaha Government Building, Board Conference Room, First Floor, 221 Palafox Place, Pensacola, Florida. Commissioners, Jeff Bergosh, Lumon J. May, Douglas B. Underhill, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Senior Assistant County Attorney Kristin D. Hual, Assistant County Administrator Amy Lovoy, Director of Human Resources Eric Kleinert, Mass Transit Director Mike Crittenden and Michael Mattimore, attorney representing Escambia County in the foregoing union negotiations (members of the County's collective bargaining team) will attend the session.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Oversight, Emergency Medical Services (EMS) County Grant Application for the Fiscal Year 2017/2018, in the amount of $48,711.23:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the State of Florida EMS Trust Fund, as the Escambia County Emergency Medical Services Award, shall be used to improve and expand the County's prehospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign the EMS Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects, Revenue Account 334221, Cost Center 330318]

2. Recommendation Concerning the GSA-Federal Supply Schedule with Verizon Wireless for the Public Safety Department - Michael D. Weaver, Public Safety Department

That the Board take the following action regarding GSA-Federal Supply Schedule with Verizon Wireless for the Public Safety Department, Emergency Medical Services Division:

A. Approve utilizing the GSA-Federal Supply Schedule with Verizon Wireless for the purchase of 32 cellphones that will be placed in each ambulance, with a monthly charge of $45 (estimated) per phone;

B. Authorize a Change Order to Purchase Order 180051, Vendor Verizon Wireless, in the amount of $13,500; and

C. Authorize the Chairman to sign the GSA-Federal Supply Schedule Purchase Order.

The EMS Division is requesting the cellphones be added to each operational ambulance. The addition of the new phones will enhance safety and communication of EMS crews. It will allow for a secured means of contact with medical control, dispatch, and command staff. It will also allow for dispatch and command staff to push secure communications to EMS units and provide additional information that may not be suitable for radio communications. The devices will enable the capability to add certain apps to these phones that can enhance access to protocols and medical treatments.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS, Object Code 54101, Communications]

3. Recommendation Concerning Supplemental Budget Amendment #030 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #030, Other Grants and Projects Fund (110), in the amount of $141,950, to recognize Grant proceeds from Fiscal Year 2016/2017 Budget to Fiscal Year 2017/2018, for a Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department, for sworn officer overtime pay and fringe benefits associated with street level crime prevention bike patrol activities.

4. Recommendation Concerning an Interest-Free Interfund Loan between the General Fund (001) and the Mass Transit Fund (104) - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Approve a revolving interfund loan from the General Fund (001) to the Mass Transit Fund (104), in an amount not to exceed $1,500,000, to cover temporary cash shortfalls until Grant reimbursements are received; and

B. Waive all interest payments on any outstanding balance on this revolving interfund loan.

This interfund loan request is necessary due to the Federal Transit Authority releasing the final apportionment of 2017-5307 funds in August 2017 and then shutting down TrAMS in September 2017 for year end. FTA and agencies did not have the time required to process all the Grant Applications for this final apportionment before TrAMS shut down. Grant Applications are in the review process for execution.

5. Recommendation Concerning the Acceptance of a Drainage Easement for 4551 Bridgedale Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a drainage easement (approximately 0.05 acres) from Alfred L. Bush and Marsha G. Bush, for property located at 4551 Bridgedale Road:

A. Accept the donation of a drainage easement (approximately 0.05 acres) located at 4551 Bridgedale Road, from Alfred L. Bush and Marsha G. Bush, for drainage improvements;

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: Fund 352, LOST III, Account Code 210107/56301, Project #16EN3542 - "Mayfair/Algiers"]

6. Recommendation Concerning an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola Relating to Roadway Resurfacing - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola, Relating to Roadway Resurfacing:

A. Approve the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola Relating to Roadway Resurfacing; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0208, "Resurfacing"]

7. Recommendation Concerning a Change Order to Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald Florida, LLC) for the Detroit Boulevard Safety Upgrade Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald, Florida, LLC) for the Detroit Boulevard Safety Upgrade Project:

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	$84,610.00
Vendor:	Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald Florida, LLC
Project Name:	Detroit Boulevard Safety Upgrade Project
Contract:	PD 12-13.066
PO#:	161148
CO#:	1
Original Contract Award:	$328,006.46
Cumulative Amount of Change Orders Through this CO:	$84,610.00
New Contract Amount:	$412,616.46

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #13EN2523, Detroit Blvd. Safety Upgrade Project]

8. Recommendation Concerning Contract Award for Furnish & Installation of Traffic Control & Street Name Signs - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement Relating to Traffic Control Signage between Escambia County and Gulf Coast Traffic Engineers, Inc., per the terms and conditions of PD 16-17.073, Furnish & Installation of Traffic Control & Street Name Signs, with a Fiscal Year 2017-2018 expenditure of $150,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 221201 - $50,000; Fund 352, LOST III, Cost Center 210107 - $50,000; and Fund 353, LOST IV, Cost Center 210106 - $50,000]

9. Recommendation Concerning Contract Award for Installation, Refurbish, and Removal of Pavement Markings and Associated Items - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Coastline Striping, Inc., per the terms and conditions of PD 16-17.072, Installation, Refurbish, and Removal of Pavement Markings and Associated Items, with a Fiscal Year 2017-2018 expenditure of $500,000.

[Fund: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, $300,000; Fund 185-199, Master Drainage Basin Funds, Cost Center 210719-210736, $50,000; Fund 352, LOST III, Cost Center 210107, $100,000; and Fund 353, LOST IV, Cost Center 210106 $50,000]

10. Recommendation Concerning the Purchase of One 40-Foot, Self-Propelled, Telescoping Man Lift for Escambia County Public Works/Road Operations Department - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the issuance of a Purchase Order to Coastal Machinery Company, Inc., per the specifications of VE 17-18.005, 40-Foot, Self-Propelled, Telescoping Man Lift, in the amount of $60,359.56.

[Funding: Fund 352, Local Option Sales Tax - SRIA Contribution, Cost Center 110275, "Machinery and Equipment," Object Code 56401 "Machinery and Equipment"]

11. Recommendation Concerning the Escambia County Public Safety Emergency Operations Center New Video Wall - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement Relating to Audio Visual Equipment between Escambia County, Florida, and Pro Sound, Inc., per the terms and conditions of PD 16-17.067, Escambia County Public Safety Emergency Operations Center (EOC) New Video Wall, in the amount of $101,250.

[Funding: Fund 352, "LOST", Cost Center 330435, "Public Safety Capital Projects", Object Code 56401, "Machinery and Equipment"]

12. Recommendation Concerning Award for Re-Solicitation Southwest Greenway 4th Extension Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Contract Agreement, between Escambia County, Florida, and Gulf Marine Construction, Inc., per the terms and conditions of PD 16-17.071, Re-Solicitation Southwest Greenway 4th Extension Project, in the amount of $349,250.

[Funding: Fund 110, Other Grants and Projects, Cost Center 221024, FDEP GO409 Bch Haven/Boardwalk, $197,823.80; Fund 352, LOST lll, Project 10NE0022, Jones Creek Restoration East, $2,065; Fund 352, LOST III, Project 11NEC0878, South-West Greenway, $50,327; and Fund 352, Project 15NE3392, Beach Haven Drainage, $84,034.20]

13. Recommendation Concerning Perdido Key Dune Restoration Project - 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 Aquatic Plants of Florida, Inc., per the terms and conditions of PD 16-17.091, Perdido Key Dune Restoration Project, in the amount of $319,026.60.

[Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center 222003, Object Code 54601, Repair & Maintenance Services]

14. Recommendation Concerning Jackson Lake Managed Aquatic Plant System - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement Relating to the Jackson Lake Managed Aquatic Plant System between Escambia County, Florida, and Beemats, Inc., per the terms and conditions of PD 16-17.055, Jackson Lake Managed Aquatic Plant System, in the amount of $198,500.

[Funding: Fund 110, "Other Grants & Projects," Cost Center 221026, "EPA - Jackson Lake," Object Code 54601, "Repairs and Maintenance"]

15. Recommendation Concerning Gasoline and Diesel Fuel - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the Agreement Relating to Solicitation # PD 16-17.087, between Escambia County, Florida, and Cougar Oil, Inc., an Indefinite Quantity, Indefinite Delivery Contract, per the terms and conditions of PD 16-17.087, Gasoline and Diesel Fuel Delivery, based on the pricing provided and extending through September 30, 2018, with the option to extend for two additional 12-month periods, up to a maximum 36 months.

[Funding: Fund 175, Transportation Fund, Cost Center 210407, Object Code 55201]

16. Recommendation Concerning Contract Award for Quietwater Beach Ferry Landing CEI - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and DRMP, Inc., per the terms and conditions of PD 16-17.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing, for a lump sum amount of $114,363.52.

[Funding: Fund 352, LOST III, Cost Center 210115, Object Code 56301, Project #16EN3434]

17. Recommendation Concerning Amendment #2 to the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #2 to the SHIP (State Housing Initiatives Partnership) Program Agreement with Northwest Florida Community Housing Development Corporation:

A. Approve Amendment #2 to the Escambia County SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation to extend the Contract end date through March 31, 2018, subject to Legal review and approval; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all project-related documents as required to implement the project.

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

18. Recommendation Concerning the Board of County Commissioners' Canvassing Board Appointments - Jack R. Brown, County Administrator

That the Board take the following action:

A. Appoint Commissioner Jeff Bergosh, Chairman, as the Board of County Commissioners' (BCC's) Canvassing Board appointee;

B. Appoint Commissioner Steven Barry, as the BCC's First Alternate to the Canvassing Board;

C. Appoint Commissioner Lumon May, as the BCC's Second Alternate to the Canvassing Board; and

D. Approve out-of-County travel for Commissioner Jeff Bergosh to attend the 2018 Florida State Association of Supervisor of Elections (FSASE) Annual Canvassing Board Workshop in Orlando, Florida, on April 20, 2018.

[Funding: Fund 001, General Fund, Cost Center 110101, Object Codes 54001, 55401, and 55501]

III. For Discussion

1. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. The Greater Pensacola Junior Golf Association, Inc., in the amount of $5,000;

B. The PACE Center for Girls in the amount of $20,000; and

C. The Sacred Heart Foundation (Mall Ball), in the amount of $5,000.

Upon approval of these funding allocations the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations, Object Code 58201]

2. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. Independence for the Blind of West Florida, Inc., in the amount of $2,500;

B. Northwest Florida Guardian ad Litem Foundation, Inc., in the amount of $5,000;

C. My Brothers and Sisters, in the amount of $5,000; and

D. Knowledge Ministries DBA Golden Elite, in the amount of $1,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations, Object Code 58201]

3. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County, for Fiscal Year 2017/2018:

A. Big Brothers Big Sisters of Northwest Florida, in the amount of $20,000; and

B. Covenant Care, in the amount of $5,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations, Object Code 58201]

4. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. American Heart Association, in the amount of $2,500; and

B. IHMC, in the amount of $12,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations, Object Code 58201]

5. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the allocation of $15,000 of Law Enforcement Trust (LET) Funds to Pensacola Habitat for Humanity, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County, for Fiscal Year 2017/2018.

Upon approval of this funding allocation, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organization, Object Code 58201]

6. Recommendation Concerning the Acquisition of Real Property Located at 5 Danbury Circle - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the purchase of real property located at 5 Danbury Circle (approximately 0.27 acres), from William C. Schrader:

A. Authorize the purchase of real property located 5 Danbury Circle (approximately 0.27 acres), from William C. Schrader, for the purchase price of $5,000;

B. Approve the Contract for Sale and Purchase for the acquisition of real property at 5 Danbury Circle (approximately 0.27 acres), from William C. Schrader; and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 210107, Project #13EN2382]

7. Recommendation Concerning Autism Coalition of Nevada/Autism Coalition of America - Commissioner Robinson, District 4

That the Board approve the contribution of $2,000 of discretionary funds by Commissioner Grover Robinson to the 501c3 non-profit Autism Coalition of Nevada/Autism Coalition of America (ACON).

8. Recommendation Concerning Funding Request for Christian Surfers Pensacola Family Beach Fest - Commissioner Robinson, District 4

That the Board approve the contribution of $3,500 of discretionary funds by Commissioner Grover Robinson to the 501c3 non-profit Christian Surfers Pensacola.

9. Recommendation Concerning Invoice and Draw Schedule Approval for the DLR Group Working as the Design Criteria Professional for the Design/Build of the Escambia County Correctional Facility - Amy Lovoy, Assistant County Administrator

That the Board take the following action:

A. Review the provided invoice reconciliation and approve for payment the provided invoice from the DLR Group, as per the terms of PD 13-14.082;

B. Review and approve the provided draw schedule for the payment of tasks for Phase VI of PD 13-14.082, for a total of $925,100, per the terms of PD 13-14.082; and

C. Approve payment for Phase VII in equal installments the final two months prior to completion of the facility.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408]

9. Items added to the agenda.

10. Announcements.

11. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13410 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 01/04/2018
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 Thressa Berry, a Project Coordinator in the Engineering Division of the Public Works Department, on her selection as "Employee of the Month" for January 2018; and

B. Adopt the Proclamation encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "The Dream is Alive."

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

Thressa Berry - EOM January 2018

Thressa Berry - EOM January 2018

Dr. Martin Luther King, Jr., Commemorative Celebration 2018

PROCLAMATION

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

***WHEREAS**, Thressa Berry, a Project Coordinator in the Engineering Division of the Public Works Department, began her employment with the County on September 15, 2015, and is selected for "Employee of the Month" for January 2018, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Ms. Berry, a graduate of the University of Central Florida, began her tenure with the Escambia County Engineering Division in February 2015 as a contract employee when the Division was in the throes of the Federal Emergency Management Agency (FEMA) process following the April 2014 storm event. The following September Ms. Berry applied and was selected to fill a full-time vacant Project Coordinator position; and*

***WHEREAS**, during her two years with Escambia County, Ms. Berry has closed out five FEMA projects, five Local Option Sales Tax (LOST) projects, and one National Resource Conservation Service project with combined construction costs totaling $2,487,515; and*

***WHEREAS**, Ms. Berry is currently managing nine County projects (approximately $35, 000,000) that are in various phases ranging from conception to construction: Beach Haven Northeast (2 phases), Lake Charlene, Delano, 11-Mile Creek at Bristol Park (2 phases), Jones Swamp, Innerarity Drainage, and Mayfair Algiers; and*

***WHEREAS**, Ms. Berry's most complicated, challenging, and multi-phased project is the $21,000,000 Beach Haven Northeast Drainage and Sanitary Sewer Project, which includes design, construction, and construction engineering inspection services. Phase 1 is currently under construction at a contract cost of $10,497,122. The project is funded by five different funding sources that require detailed reporting and reimbursement procedures and includes a $5,000,000 National Fish & Wildlife Foundation Grant. Phase 1 was also approved by FEMA as a Global Match Project for 100% funding for four projects that will total $16,000,000 in Hazard Mitigation Grant Program funds. Phase 2 of the project is approaching final design, will be partially funded by a $5,500,000 Gulf Coast Ecosystem Restoration Council Grant, and is expected to be completely funded for construction in 2019; and*

***WHEREAS**, Ms. Berry's most recognizable attribute is her amenable and cheerful disposition. She maintains a positive attitude through the most stressful situations. Her positive outlook enables her to resolve very difficult situations, and she always provides citizens with her attention and friendly smile. When she is not working, Ms. Berry is active in her church and enjoys running, hiking, and lifting weights.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Thressa Berry on her selection as the "Employee of the Month" for January 2018.*

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: January 4, 2018

PROCLAMATION

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

***WHEREAS**, Thressa Berry, a Project Coordinator in the Engineering Division of the Public Works Department, began her employment with the County on September 15, 2015, and is selected for "Employee of the Month" for January 2018, for the standards of excellence that she has displayed in the performance of her duties; and*

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***WHEREAS**, Ms. Berry is currently managing nine County projects (approximately $35, 000,000) that are in various phases ranging from conception to construction: Beach Haven Northeast (2 phases), Lake Charlene, Delano, 11-Mile Creek at Bristol Park (2 phases), Jones Swamp, Innerarity Drainage, and Mayfair Algiers; and*

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***WHEREAS**, Ms. Berry's most recognizable attribute is her amenable and cheerful disposition. She maintains a positive attitude through the most stressful situations. Her positive outlook enables her to resolve very difficult situations, and she always provides citizens with her attention and friendly smile. When she is not working, Ms. Berry is active in her church and enjoys running, hiking, and lifting weights.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Thressa Berry on her selection as the "Employee of the Month" for January 2018.*

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: January 4, 2018

PROCLAMATION

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

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

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

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

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

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

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: January 4, 2018

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-13387 **Clerk & Comptroller's Report 1.**
BCC Regular Meeting **Consent**
Meeting Date: 01/04/2018
Issue: November 2017 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the November 30, 2017 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2017, as required by Ordinance Number 95-13; on November 30, 2017, the portfolio market value was $332,854,785 and portfolio earnings totaled $222,768 for the month; the short term portfolio yield 0.97%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.11%; the long-term CORE portfolio achieved a yield of 1.92%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.88%.

Attachments

November 2017 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
November 30, 2017

Prepared by:
Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
November 30, 2017

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value October 31, 2017	Market Value November 30, 2017
Bank Accounts	$ 42,602,910	$ 28,208,342
Money Market Accounts	60,726,970	60,755,271
State Board of Administration	55,408,113	75,470,969
Local Government Investment Pools	25,231,440	25,200,756
Certificates of Deposit	40,052,620	40,052,620
Money Market Mutual Fund	881,445	1,045,333
U.S. Treasury Bond/Notes	38,285,838	38,097,726
Federal Agency Bond/Note	35,105,208	35,019,358
Municipal Bonds	3,929,608	3,916,562
Corporate Notes	25,202,449	25,087,847
Total Portfolio Assets:	$ 327,426,601	$ 332,854,785
Current Month Earnings:	**$ 279,583**	**$ 222,768**
Fiscal Year to Date Earnings:	**$ 279,583**	**$ 502,352**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	October 31, 2017	November 30, 2017
Market Value	**$ 224,022,053**	**$ 229,687,959**
Short Term Portfolio Yield:	**0.87%**	**0.97%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.09%	1.11%
Fiscal YTD Earnings:	**$ 153,771**	**$ 252,459**

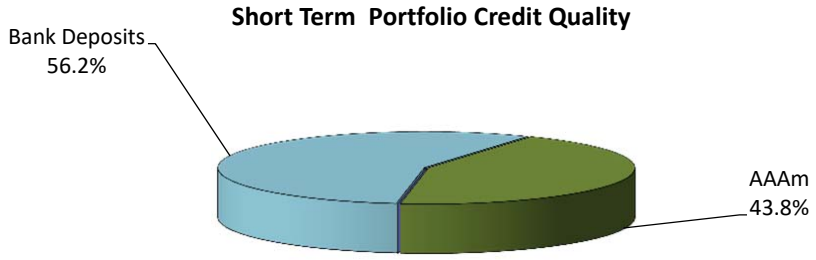
LONG TERM CORE PORTFOLIO:	October 31, 2017	November 30, 2017
Market Value	**$ 103,404,548**	**$ 103,166,826**
CORE Portfolio Yield to Maturity at Market:	**1.74%**	**1.92%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	1.71%	1.88%
CORE Portfolio Total Return:	**-0.06%**	**-0.25%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.09%	-0.28%
Effective Duration (Years)	**2.31**	**2.23**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.59	2.57
Fiscal YTD Earnings:	**$ 125,812**	**$ 249,893**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2017-2018
November 30, 2017

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

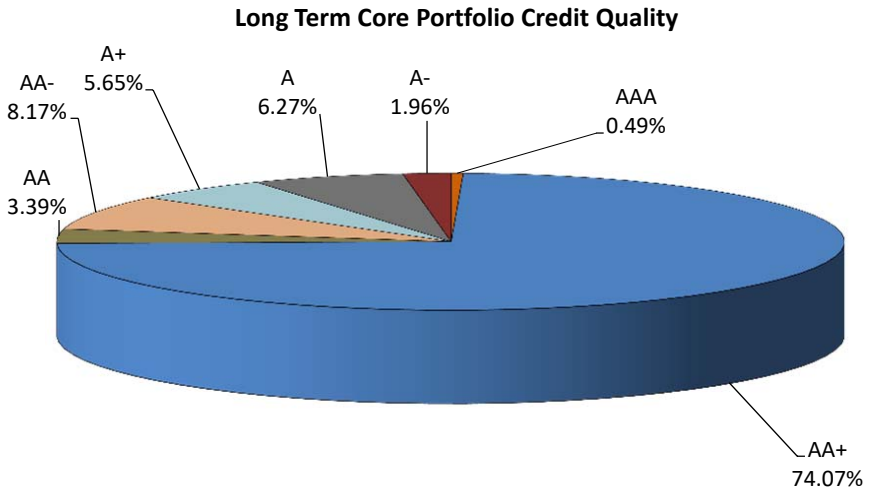
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 28,208,342	12.3%
Money Market Accounts	60,755,271	26.5%
Certificates of Deposit	40,052,620	17.4%
State Board of Administration	75,470,969	32.9%
Local Government Investment Pools	25,200,756	11.0%
Total Short Term Portfolio Assets:	**$ 229,687,959**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 38,097,726	36.9%
Federal Agency Bond / Note	35,019,358	33.9%
Municipal Obligations	3,916,562	3.8%
Corporate Note	25,087,847	24.3%
Money Market Mutual Fund - Federated Government	1,045,333	1.0%
Total Long Term Core Portfolio Assets:	**$ 103,166,826**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
November 30, 2017

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	75,470,969	22.7%	25%	Yes
United States Treasury Securities		38,097,726	11.4%	100%	Yes
Federal Instrumentalities		35,019,358	10.5%	50%	Yes
Local Government Investment Pools		25,200,756	7.6%	50%	Yes
Certificates of Deposit		40,052,620	12.0%	50%	Yes
Savings Accounts		60,755,271	18.3%	50%	Yes
Corporate Notes		25,087,847	7.5%	25%	Yes
State and/or Local Government Debt		3,916,562	1.2%	25%	Yes
Bank Accounts - Bank of America		28,208,342	8.47%	100%	Yes
Money Market Mutual Fund		1,045,333	0.3%	50%	Yes
Total Investment Holdings	**$**	**332,854,785**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	1,001,190	0.3%	5%	Yes
American Honda Finance	416,731	0.1%	5%	Yes
Apple Inc. Corporate Notes	749,550	0.2%	5%	Yes
Bank Accounts - Bank of America	28,208,342	8.5%	100%	Yes
BBVA Compass	20,022,551	6.0%	15%	Yes
Centennial Bank	15,088,172	4.5%	15%	Yes
Caterpillar INC	742,506	0.2%	5%	Yes
Chevron Corporation Corp Notes	749,984	0.2%	5%	Yes
Cisco Systems Inc.	2,034,970	0.6%	5%	Yes
City of New York	1,700,493	0.5%	5%	Yes
Coca-Cola Company	323,049	0.1%	5%	Yes
Colgate-Palmolive Co	747,913	0.2%	5%	Yes
Deere & Company	1,179,732	0.4%	5%	Yes
Exxon Mobil Corporate Notes	998,405	0.3%	5%	Yes
Fannie Mae	11,938,520	3.6%	5%	Yes
Federal Home Loan Bank (FHLB)	14,962,862	4.5%	25%	Yes
Fidelity Institutional Government MMF	1,045,333	0.3%	25%	Yes
FLCLASS	5,063,267	1.5%	25%	Yes
Florida Prime (SBA)	75,470,969	22.7%	25%	Yes
Florida Local Government Investment Trust	20,137,489	6.0%	25%	Yes
Freddie Mac	8,117,975	2.4%	25%	Yes
Hancock Bank	22,819,488	6.9%	15%	Yes
Home Depot Inc.	467,114	0.1%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
November 30, 2017

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Intel Corporation	994,396	0.3%	**5%**	**Yes**
International Business Machines	985,431	0.3%	**5%**	**Yes**
JP Morgan Chase Corporate Notes	1,001,678	0.3%	**5%**	**Yes**
Microsoft Corporate Notes	500,049	0.2%	**5%**	**Yes**
Mississippi State	756,139	0.2%	**5%**	**Yes**
Oracle Corp	1,001,401	0.3%	**5%**	**Yes**
Pepsico, Inc.	1,050,106	0.3%	**5%**	**Yes**
Pfizer Inc Corporate Notes	1,002,470	0.3%	**5%**	**Yes**
Proctor & Gamble Co	653,361	0.2%	**5%**	**Yes**
Servisfirst Bank	42,877,680	12.9%	**15%**	**Yes**
State of Connecticut	678,871	0.2%	**5%**	**Yes**
State Street Corporation	1,009,970	0.3%	**5%**	**Yes**
The Bank of New York Mellon Corporation	1,998,574	0.6%	**5%**	**Yes**
The Walt Disney Corporation	499,170	0.1%	**5%**	**Yes**
Toyota Motor Corp	2,085,215	0.6%	**5%**	**Yes**
United Parcel Service Inc.	498,531	0.1%	**5%**	**Yes**
United States Treasury Securities	38,097,726	11.4%	**100%**	**Yes**
University of WA Taxable Revenue Bonds	781,058	0.2%	**5%**	**Yes**
Visa Inc	645,654	0.2%	**5%**	**Yes**
Wells Fargo &Company Corporate Notes	1,750,697	0.5%	**5%**	**Yes**
Total Investment Holdings	**$ 332,854,785**	**100.0%**		

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-13394 **Clerk & Comptroller's Report 2.**
BCC Regular Meeting **Consent**
Meeting Date: 01/04/2018
Issue: Acceptance of TDT Collection Data for the October 2017 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the October 2017 Returns Received in December 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2017 returns received in the month of November 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2018; total collections for the month of October 2017 returns was $680,297.93; this is a -4.23% decrease over the October 2016 returns; total collections year to date are 3.18% more than the comparable timeframe in Fiscal Year 2017.

Attachments

October 2017 TDT Collections Received in November

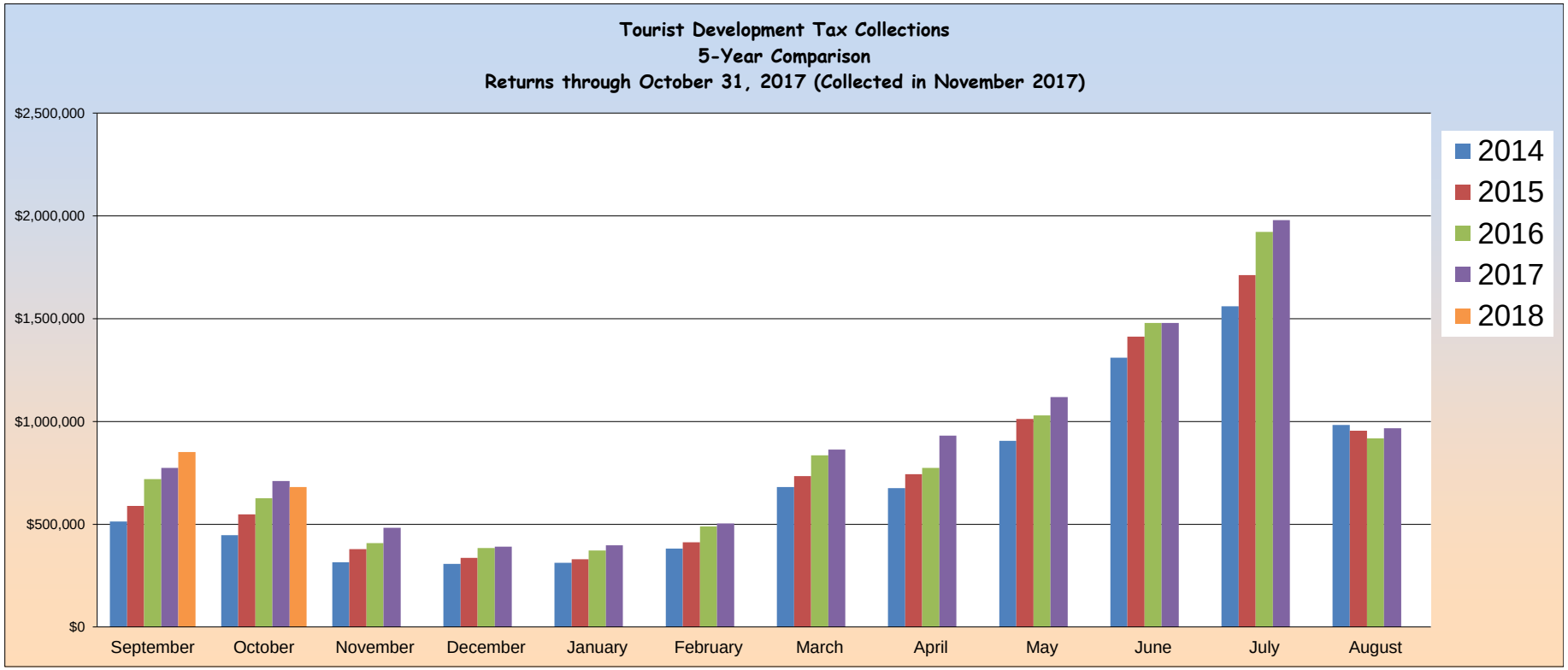
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA

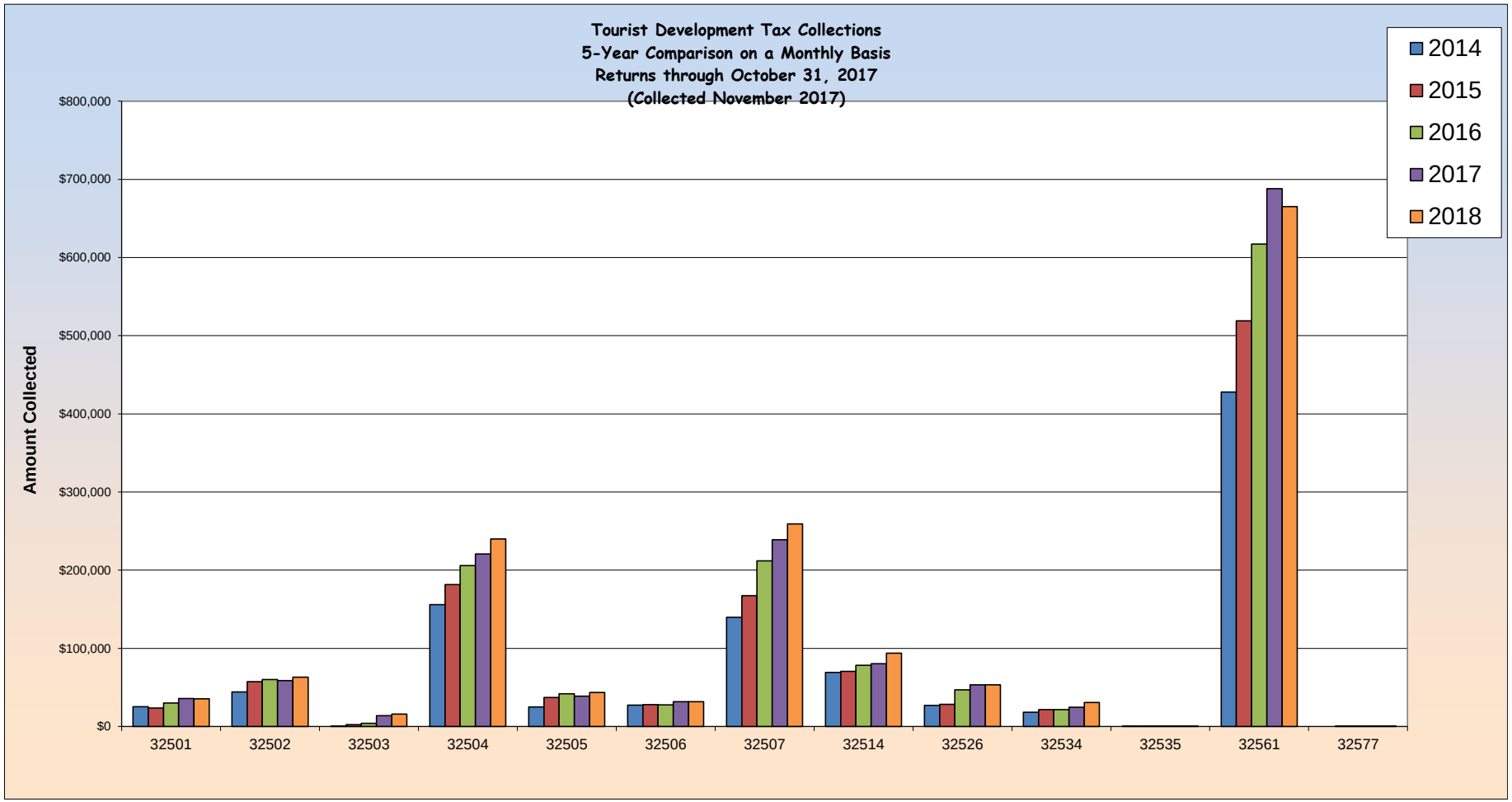
REPORTED IN FISCAL YEAR FORMAT

ESCAMBIA COUNTY FLORIDA

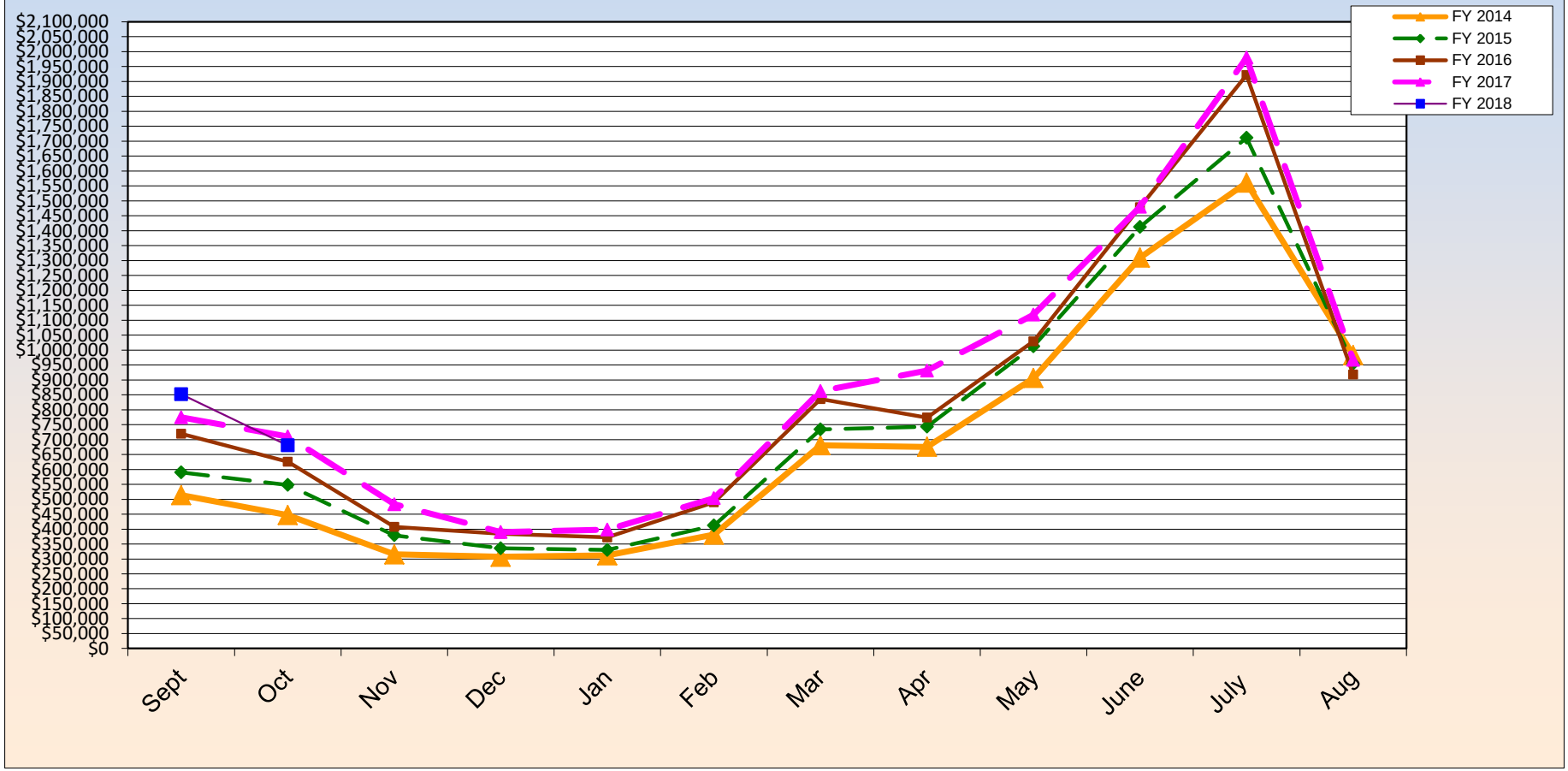
AS NOVEMBER 2017

Zip Code	Fiscal Year 2017 YTD Collected	Fiscal Year 2016 YTD Collected	Difference	% Change
32501	35,494	35,682	(188)	-1%
32502	63,261	58,630	4,631	8%
32503	15,963	13,909	2,054	15%
32504	239,893	220,839	19,054	9%
32505	43,518	38,639	4,879	13%
32506	31,844	31,672	172	1%
32507	259,090	238,931	20,159	8%
32514	93,679	80,226	13,453	17%
32526	53,219	53,267	(48)	0%
32534	30,599	24,769	5,830	24%
32535	324	334	(10)	-3%
32561	665,125	687,885	(22,760)	-3%
32562	-	-	-	0%
32577	65	100	100	100%
Total	**$ 1,532,074**	**$ 1,484,883**	47,326	**3%**


Tourist Development Tax Collections
5-Year Comparison
Returns through October 31, 2017 (Collected in November 2017)
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2014
2015
2016
2017
2018


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through October 31, 2017
(Collected November 2017)
Amount Collected
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
2014
2015
2016
2017
2018
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2014 - FY 2018
Returns through October 31, 2017 (Collected in November 2017)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF NOVEMBER 30, 2017

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/17	**20,189**	2%	**33,110**	4%	**8,055**	1%	**127,370**	15%	**26,827**	3%
11/17	**15,305**	2%	**30,150**	4%	**7,908**	1%	**112,522**	17%	**16,690**	2%
Total	**$ 35,494**	**2%**	**$ 63,261**	**4%**	**$ 15,963**	**1%**	**$ 239,893**	**16%**	**$ 43,518**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/17	**17,729**	2%	**141,510**	17%	**48,279**	6%	**28,140**	3%	**16,786**	2%
11/17	**14,115**	2%	**117,580**	17%	**45,400**	7%	**25,079**	4%	**13,813**	2%
Total	**$ 31,844**	**2%**	**$ 259,090**	**17%**	**$ 93,679**	**6%**	**$ 53,219**	**3%**	**$ 30,599**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/17	**138**	0%	**383,626**	45%	**-**	0%	**16**	0%	**851,776**	100%
11/17	**186**	0%	**281,499**	41%	**-**	0%	**50**	0%	**680,298**	100%
Total	**$ 324**	**0%**	**$ 665,125**	**43%**	**$ -**	**0%**	**$ 65**	**0%**	**$ 1,532,074**	**100%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF NOVEMBER 30, 2016

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/16	**19,380**	3%	**28,707**	4%	**7,582**	1%	**107,704**	14%	**18,717**	2%
11/16	**16,302**	2%	**29,923**	4%	**6,327**	1%	**113,135**	16%	**19,922**	3%
Total	**$ 35,682**	**2%**	**$ 58,630**	**4%**	**$ 13,909**	**1%**	**$ 220,839**	**15%**	**$ 38,639**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	**14,090**	2%	**127,015**	16%	**40,875**	5%	**26,793**	3%	**11,880**	2%
11/16	**17,582**	2%	**111,916**	16%	**39,350**	6%	**26,474**	4%	**12,889**	2%
Total	**$ 31,672**	**2%**	**$ 238,931**	**16%**	**$ 80,226**	**5%**	**$ 53,267**	**4%**	**$ 24,769**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/16	**105**	0%	**371,593**	48%	**-**	0%	**100**	0%	**774,540**	100%
11/16	**229**	0%	**316,292**	45%		0%		0%	**710,342**	100%
Total	**$ 334**	**0%**	**$ 687,885**	**46%**	**$ -**	**0%**	**$ 100**	**0%**	**$ 1,484,883**	**100%**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018								
Month Of	For The									
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905
NOV	OCT	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757
	TOTAL	**$508,806**	**$513,325**	**$598,064**	**$648,216**	**$723,498**	**$720,493**	**$853,322**	**$1,009,117**	**$1,113,662**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS									
		COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	92,482	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,635	212,944
NOV	OCT	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586	170,074
TOTAL		**$169,602**	**$171,108**	**$199,355**	**$216,072**	**$241,166**	**$240,164**	**$284,443**	**$336,372**	**$371,221**	**$383,019**

AI-13419 **Clerk & Comptroller's Report 3.**
BCC Regular Meeting **Consent**
Meeting Date: 01/04/2018
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 December 14, 2017;

B. Approve the Minutes of the Regular Board Meeting held December 14, 2017; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 12, 2017.

Attachments

20171214 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD DECEMBER 14, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 10:59 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice-Chairman, District 3
Commissioner Douglas B. Underhill, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Steven L. Barry, District 5
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Pam Childers, Clerk and Comptroller
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the December 14, 2017, Regular Board Meeting was reviewed as follows:

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

   B. 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;

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

   F. Commissioner Underhill reviewed his add-on item;

   G. Commissioner Robinson reviewed his add-on items; and

   H. Commissioner Barry reviewed his add-on items.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13408 **Growth Management Report** **1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/04/2018
Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-06
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-06

That the Board of County Commissioner (BCC) review and adopt an ordinance amending Chapter 7, "the Future Land Use (FLU) Element," Policy FLU 1.1.1 to provide for an amendment to the 2030 FLU Map, changing the FLU category of two parcels within Section 50, Township 2S, Range 30W, Parcel Number 6070-001-003, and Parcel Number 6070-016-003, totaling 0.4428 (+/-) acres, located on Navy Boulevard and Mindoro Circle, from Commercial (C) to Mixed-Use Urban (MU-U).

BACKGROUND:

The small-scale amendment to the FLU map of the county proposes to change the FLU category of parcels Lot 1 0.1928 (+/-) acres and Lot 16 0.25 acres totaling 0.4428 (+/-) acres of the Luzon Heights Subdivision, Plat Book 2, Page 5, from Commercial (C) to Mixed-Use Urban (MU-U). The currently vacant parcels can be accessed along approximately 165 feet of frontage on the east side of Navy Boulevard and 121 feet on the North side of Mindoro Circle. Single-family homes adjoin the subject parcels on the west currently with a FLU of MU-U and south side adjoining property has a FLU of C. All adjoining properties have a zoning designation of Commercial (Com).

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.

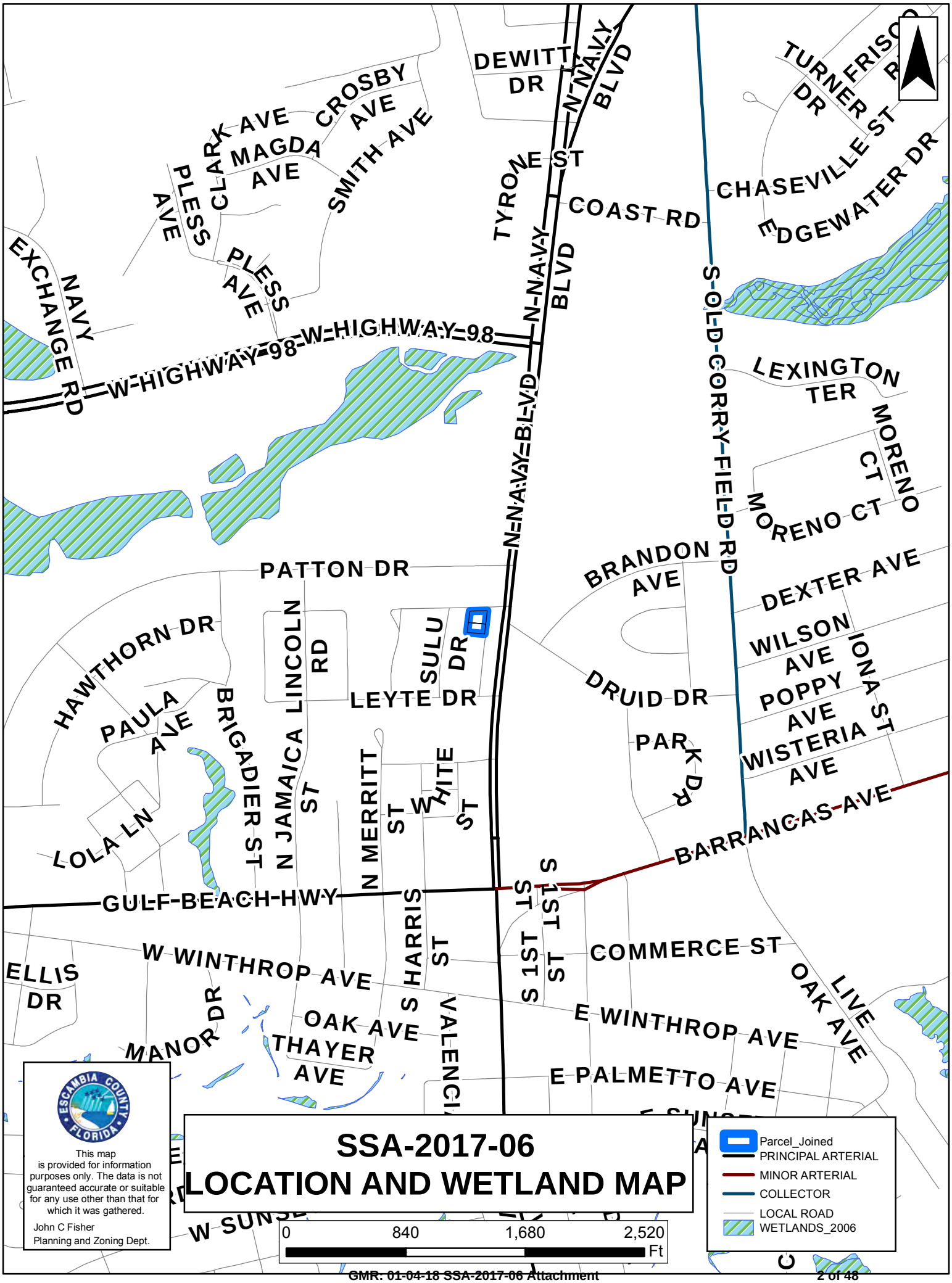
Implementation of this Ordinance will consist of an amendment to the Future Land Use Map of the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

SSA-2017-06
Draft Ordinance
Clean Ordinance

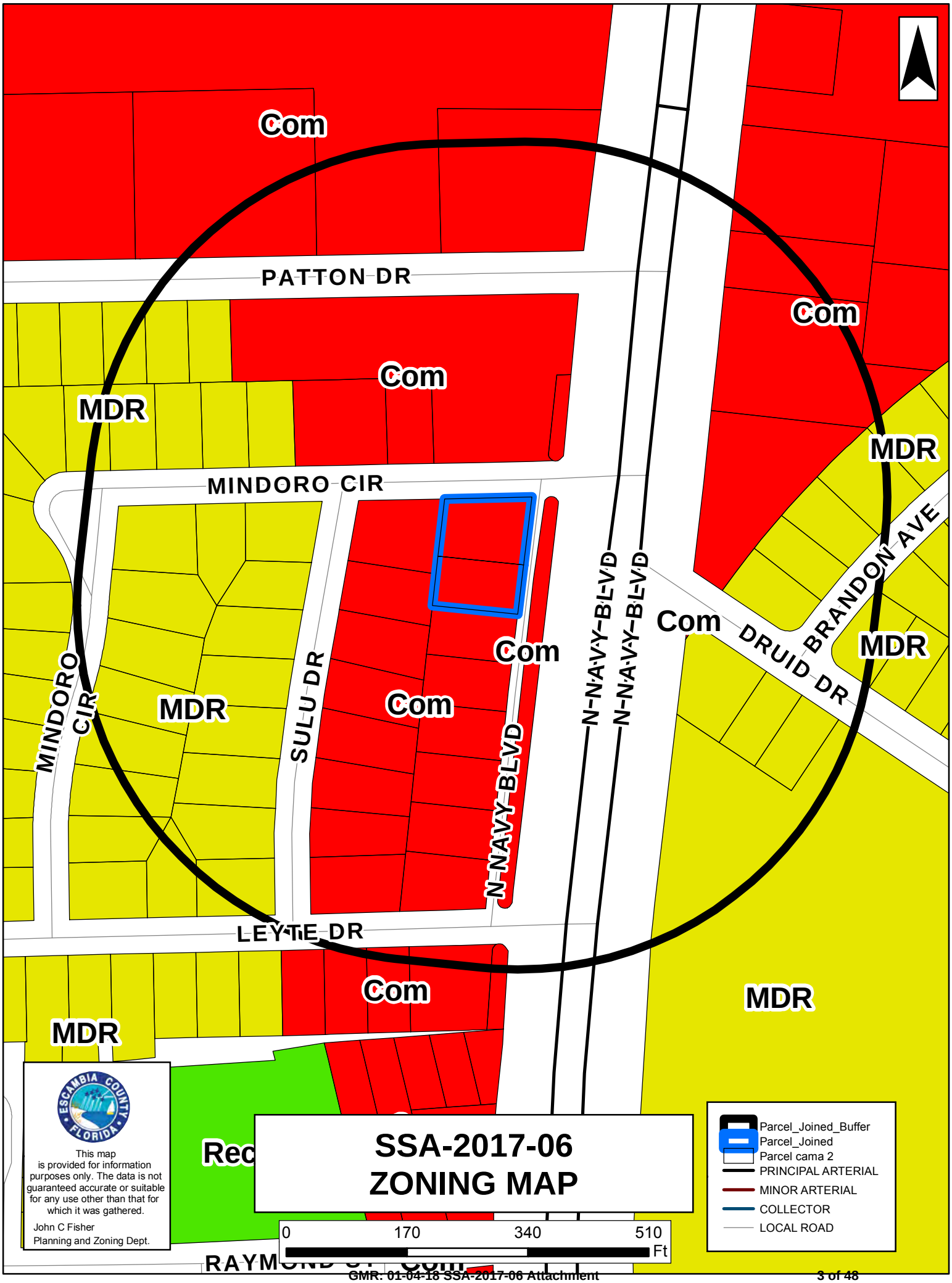
SSA-2017-06

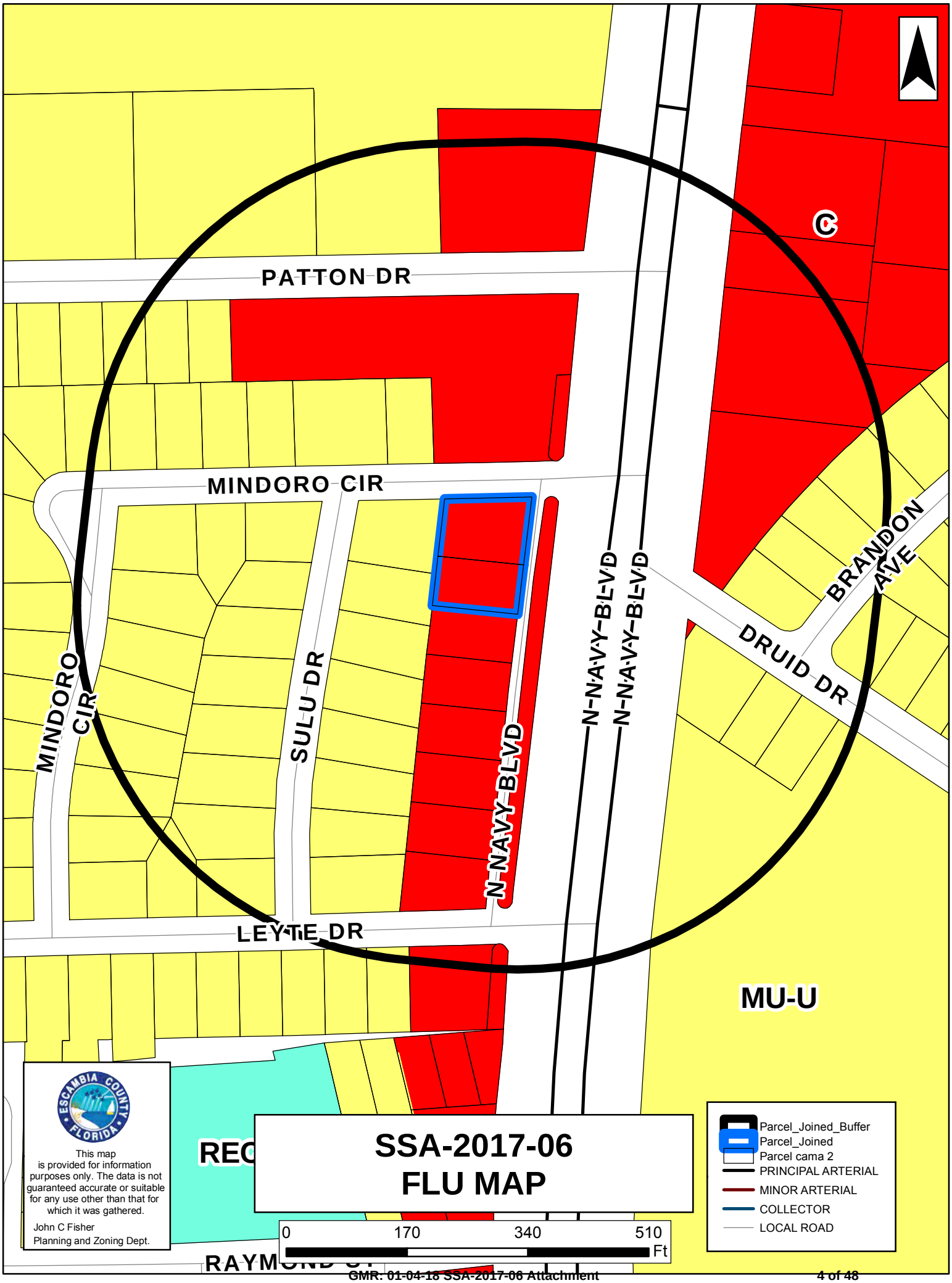


SSA-2017-06
LOCATION AND WETLAND MAP

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.

John C Fisher
Planning and Zoning Dept.


Com
PATTON DR
Com
Com
MDR
MDR
MINDORO CIR
BRANDON AVE
N NAVY BLVD
N NAVY BLVD
Com
DRUID DR
MDR
MINDORO CIR
MDR
SULU DR
Com
Com
N NAVY BLVD
LEYTE DR
Com
MDR
MDR
Rec
RAYMOND ST
Com
SSA-2017-06
ZONING MAP
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.
John C Fisher
Planning and Zoning Dept.
0
170
340
510
Ft
Parcel_Joined_Buffer
Parcel_Joined
Parcel cama 2
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


C
PATTON DR
MINDORO CIR
MINDORO CIR
SULU DR
N NAVY BLVD
N NAVY BLVD
N NAVY BLVD
BRANDON AVE
DRUID DR
LEYTE DR
MU-U
REC
RAYMOND ST
SSA-2017-06
FLU MAP
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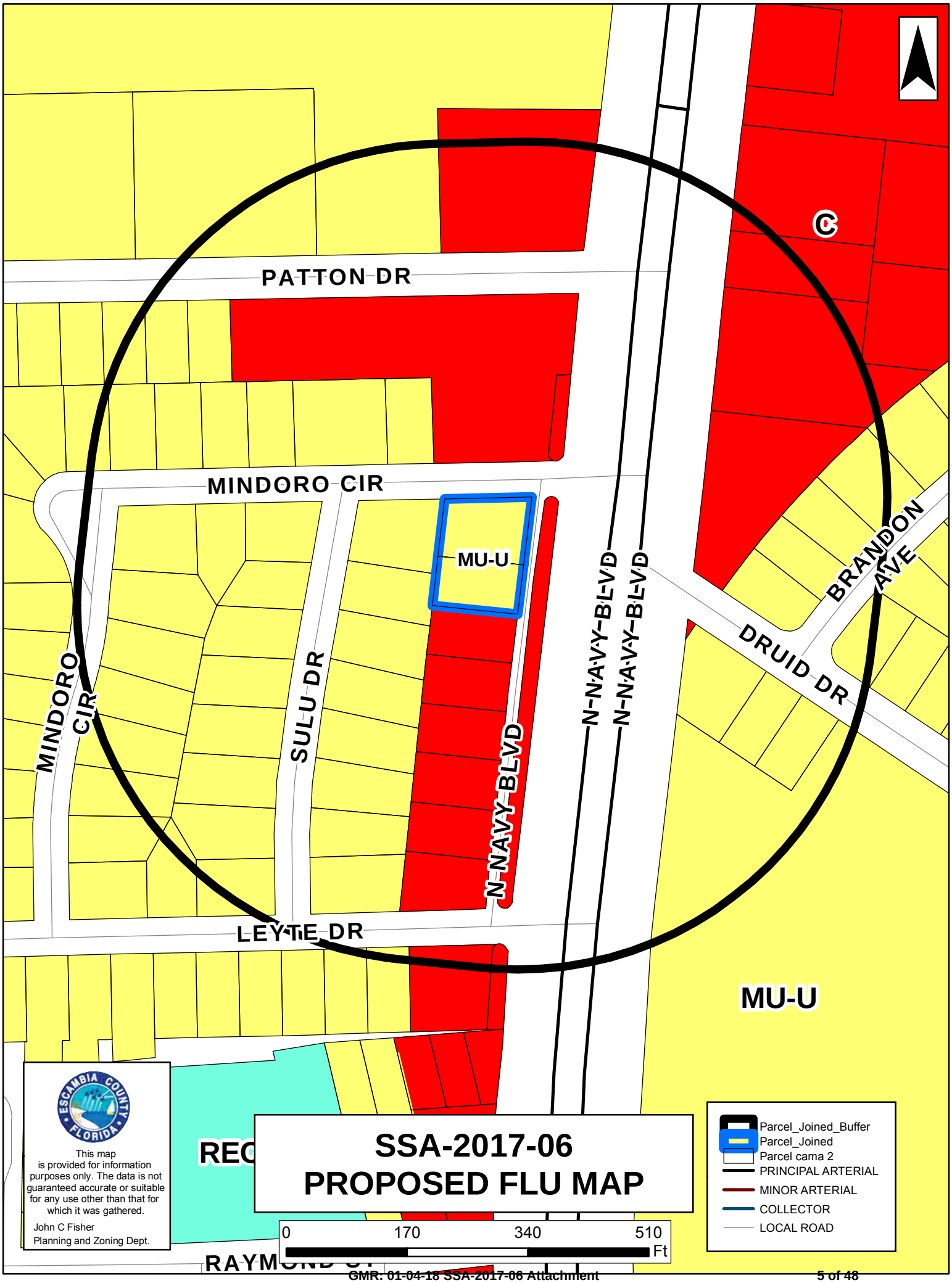
Parcel_Joined
Parcel cama 2
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


C
PATTON DR
MINDORO CIR
MU-U
MINDORO CIR
SULU DR
N NAVY BLVD
N NAVY BLVD
N NAVY BLVD
BRANDON AVE
DRUID DR
LEYTE DR
MU-U
RAYMOND ST
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.
John C Fisher
Planning and Zoning Dept.
SSA-2017-06
PROPOSED FLU MAP
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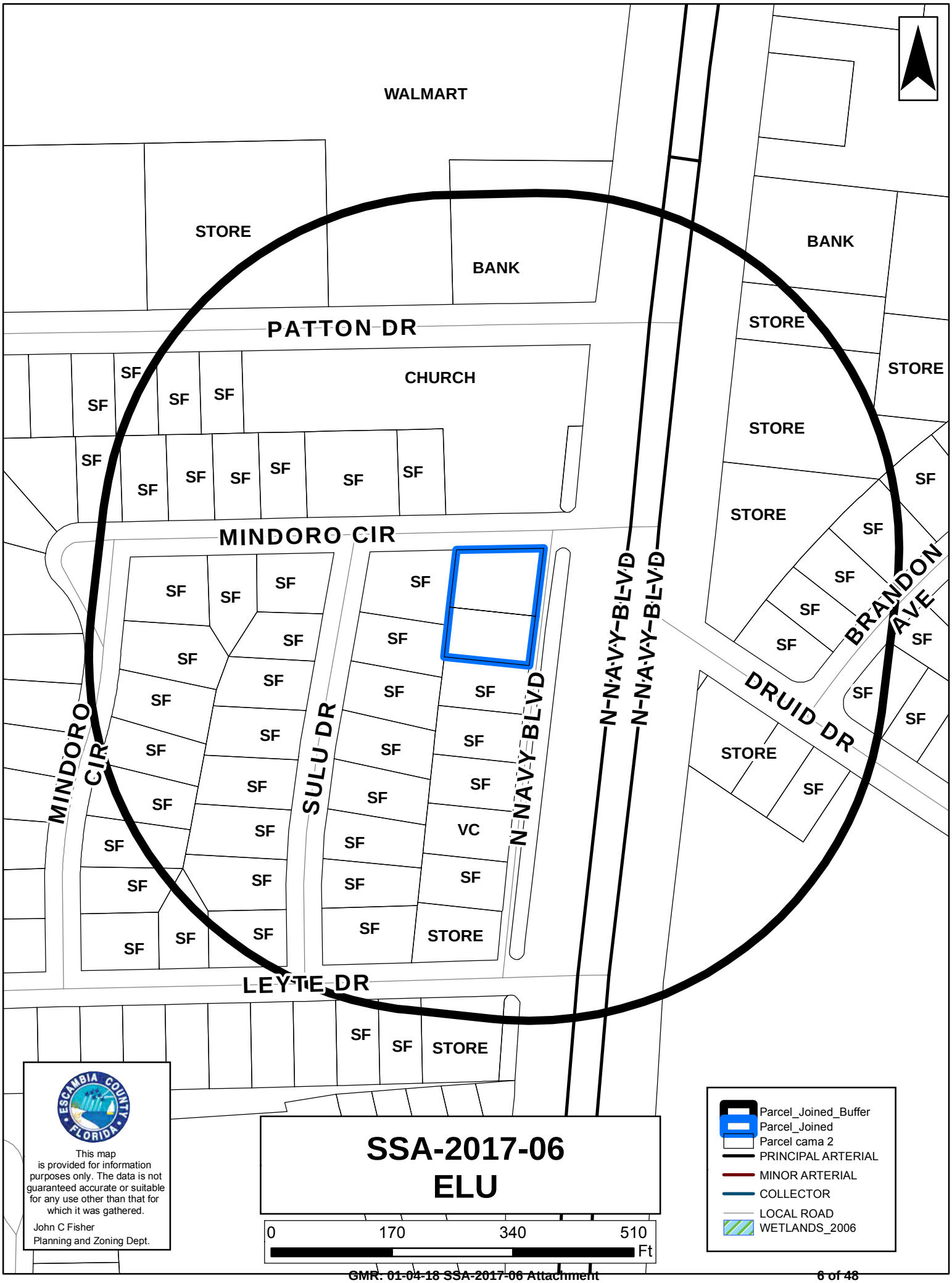
Parcel_Joined
Parcel cama 2
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


WALMART
STORE
BANK
BANK
PATTON DR
STORE
STORE
CHURCH
SF
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STORE
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MINDORO CIR
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SF
BRANDON AVE
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SSA-2017-06
ELU
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ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Parcel_Joined_Buffer
Parcel_Joined
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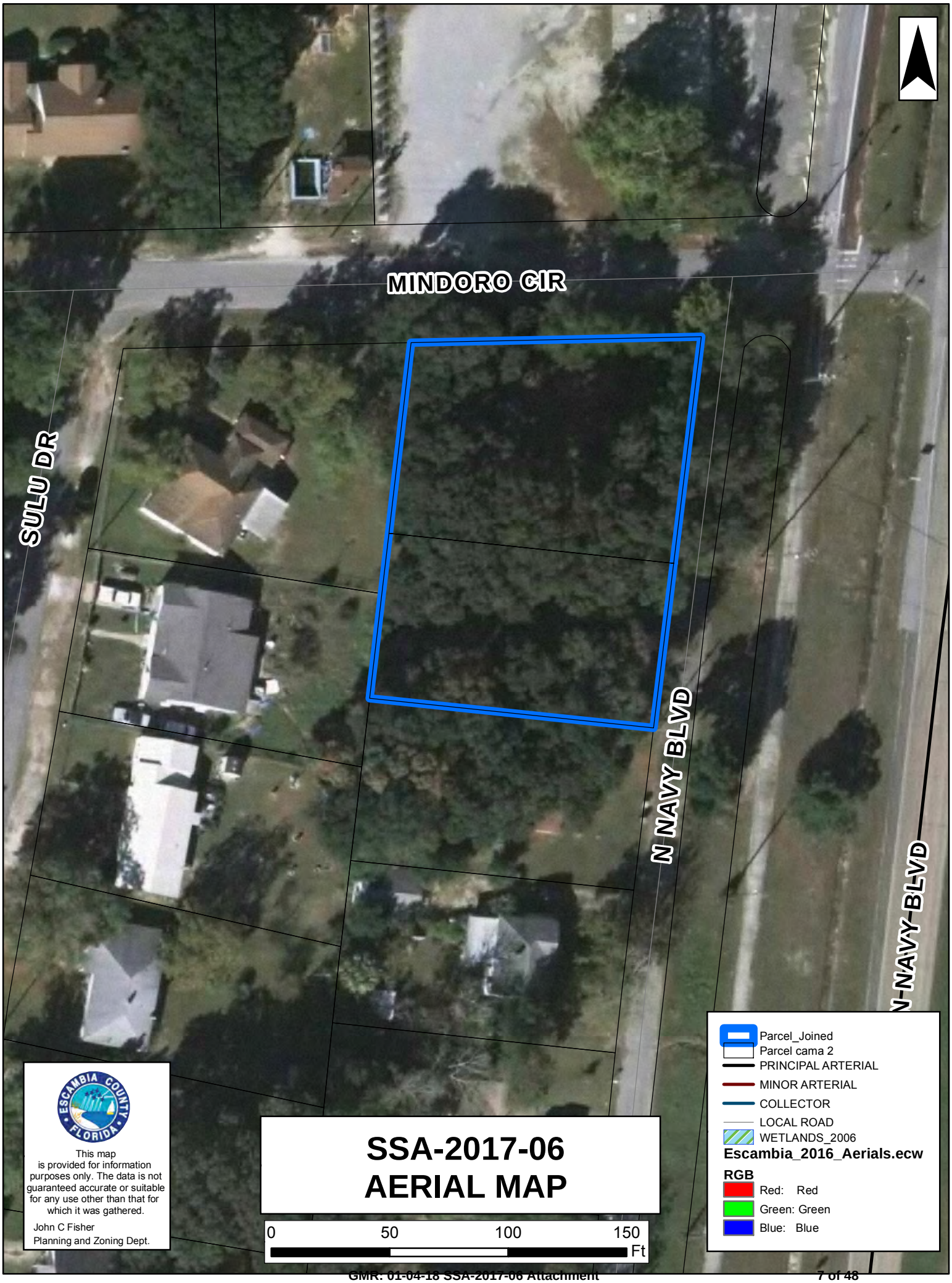
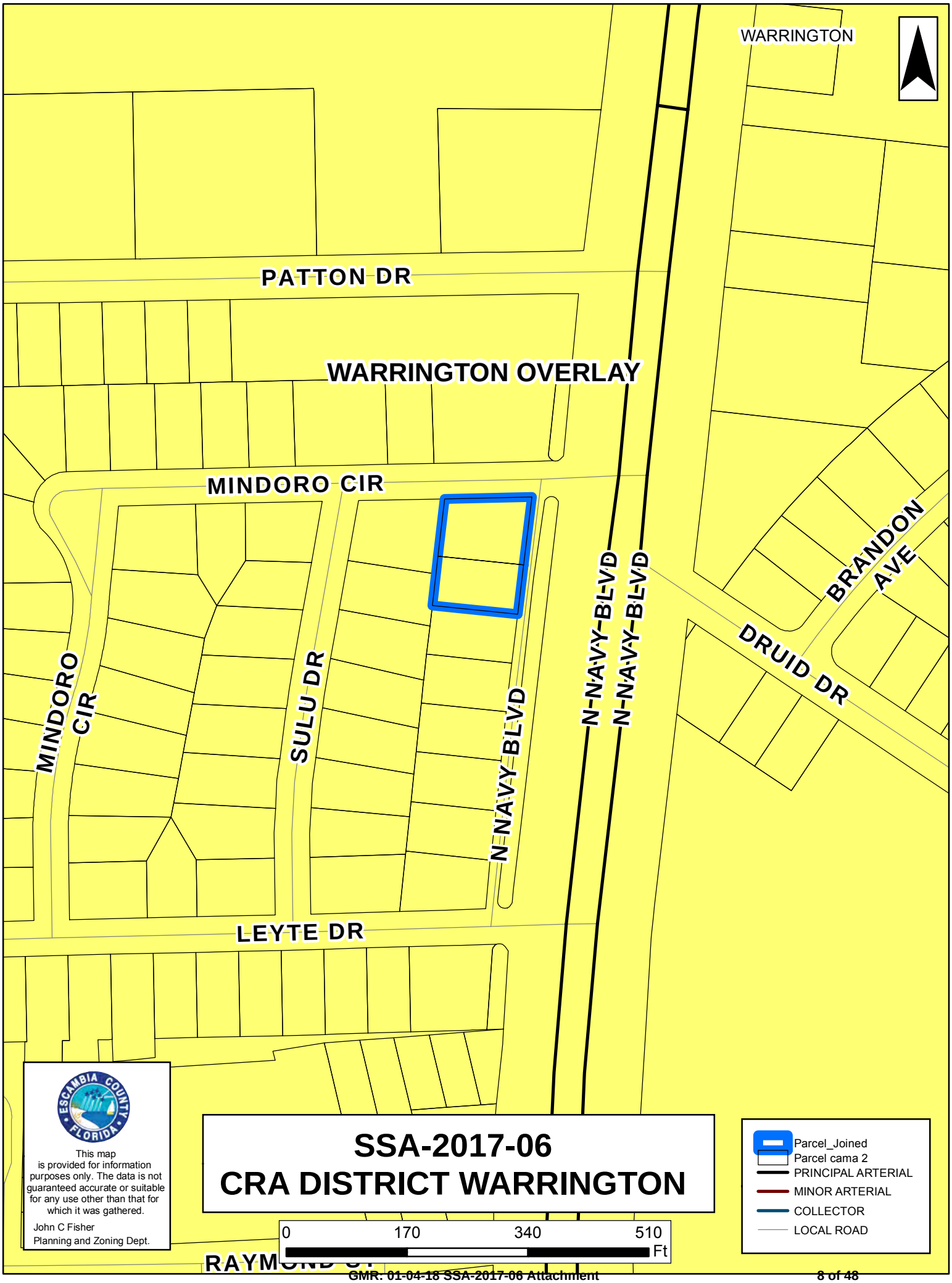
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006



SSA-2017-06
AERIAL MAP

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.

John C Fisher
Planning and Zoning Dept.


WARRINGTON
PATTON DR
WARRINGTON OVERLAY
MINDORO CIR
MINDORO CIR
SULU DR
N NAVY BLVD
N-NAVY-BLVD
N-NAVY-BLVD
BRANDON AVE
DRUID DR
LEYTE DR
RAYMOND ST
SSA-2017-06
CRA DISTRICT WARRINGTON
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.
John C Fisher
Planning and Zoning Dept.
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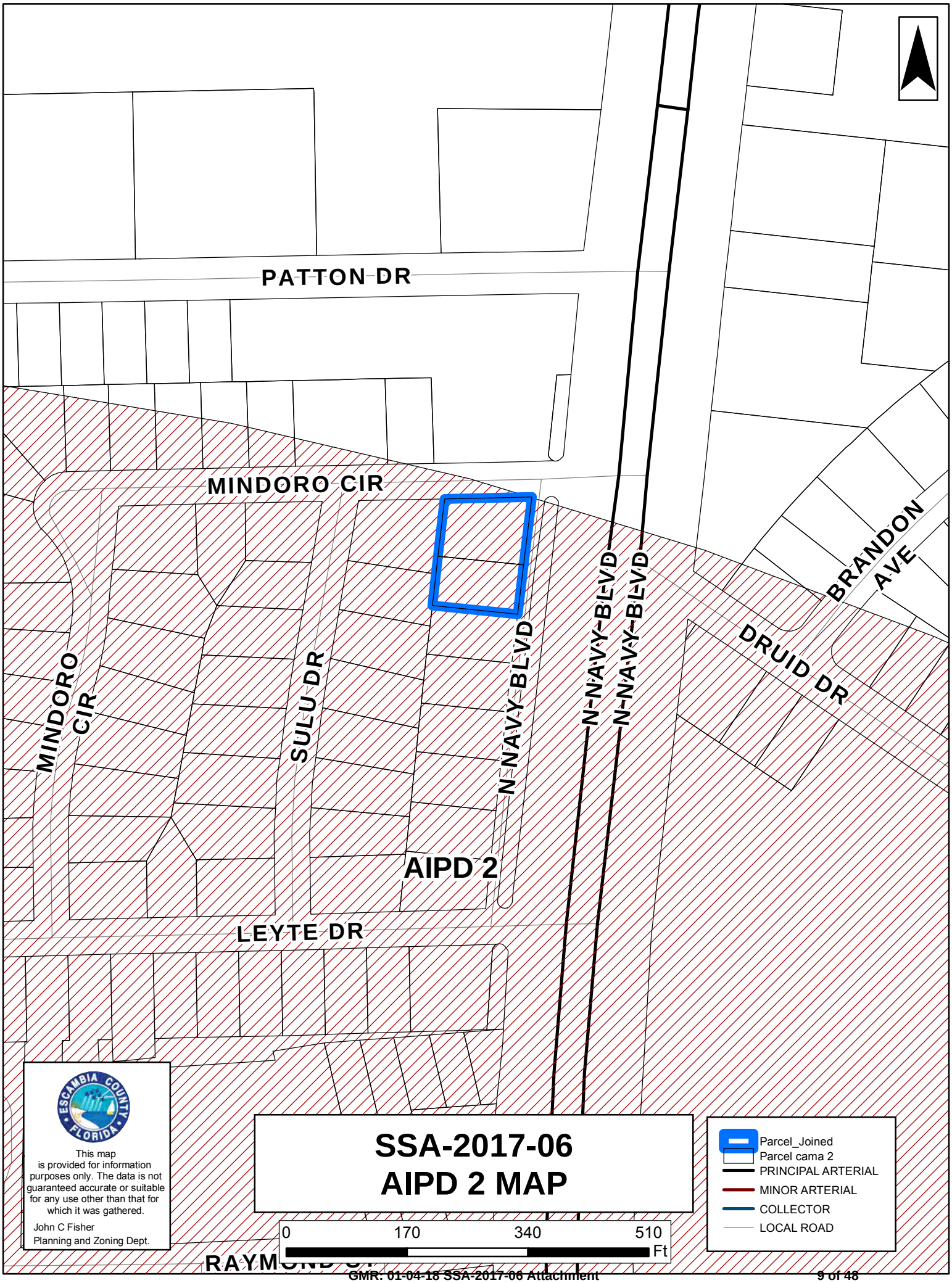
Parcel cama 2
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


PATTON DR
MINDORO CIR
MINDORO CIR
SULU DR
N NAVY BLVD
N NAVY BLVD
N NAVY BLVD
BRANDON AVE
DRUID DR
AIPD 2
LEYTE DR
RAYMOND ST
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.
John C Fisher
Planning and Zoning Dept.
SSA-2017-06
AIPD 2 MAP
0
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Ft
Parcel_Joined
Parcel cama 2
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

PUBLIC HEARING SIGN

PUBLIC HEARING SIGN LOOKING NORTH ALONG NAVY BLVD

LOOKING EAST AT NAVY BLVD

PUBLIC HEARING SIGN LOOKING SOUTH ALONG NAVY BLVD

LOOKING SOUTHWEST AT SUBJECT PROPERTY

LOOKING NORTHWEST AT SUBJECT PROPERTY

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT ✓SSA 2017-06
LARGE SCALE FLU AMENDMENT _____
Current FLU: Com **Desired FLU:** MU-U **Zoning:** _____ **Taken by:** _____
Planning Board Public Hearing, date(s): Dec 5, 2017

BCC Public Hearing, proposed date(s): 1-4-2018

Fees Paid _____ **Receipt #** _____ **Date:** _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Landry Leidner

Address: 65 Star lake DR.

City: Pensacola State: FL Zip Code: 32507

Telephone: (850) 554-8524

Email: beau@bluewatersignaturehomes.com

DESCRIPTION OF PROPERTY:

Street address: 313 Navy Blvd. Pensacola, FL 32507
mindoro Cir, Pensacola, FL 32501

Subdivision:

Luzon Heights

Property reference number: Section 50 Township 2S Range 30W
50-2S-30-6070-016-003
Parcel _____ Lot 16 Block 3

Size of Property (acres) 0.1928

Property Ref.#: Section 50 Township 2S Range 30
Parcel: 50-2S-30-6070-001-003
Lot: 1
Block: 3
Size of Property: 0.2500

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Signature (Property Owner) | Printed Name: Landry Leidner | Date: 10/18/17

Signature (Agent's Name (or owner if representing oneself) | Printed Name | Date

Address: _____

City: _____ State: _____ Zip: _____

Telephone ( ) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 18 day of October, year of 2017 by, Landry Leidner who ( ) did (X) did not take an oath. He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Christine Folmar 10/18/17 — Christine Folmar
Signature of Notary Public Date — Printed Name of Notary
My Commission Expires 9/5/2020 Commission No. GG026575
(Notary seal must be affixed)

CHRISTINE FOLMAR
MY COMMISSION #GG026575
EXPIRES: SEP 05, 2020
Bonded through 1st State Insurance

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____, Pensacola, Florida, Property Reference Number(s) _____ , I hereby designate_____, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this_____day of_____, the year of _____, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

_____

Signature of Property Owner Date Printed Name of Property Owner

_____

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____ day of_____, year of _____, by _____ who ( ) did ( ) did not take an oath.

He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____as identification.

_____

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:_____

Property reference #: Section 50 Township 2S Range 30W

Parcel # 50-2S-30-6070-016-003 / 50-2S-30-6070-001-003

Project Address: 313 Navy Blvd. / Mindoro Circle

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18 DAY OF October, 20 17

_____ / Andry Leidner

Owner's signature **Owner's name (print)**

_____

Agent's signature **Agent's name (print)**

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

   A. Sanitary Sewer ✓

   B. Solid Waste Disposal ✓

   C. Potable Water ✓

   D. Stormwater Management

   E. Traffic

   F. Recreation and Open Space

   G. Schools

   The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

   A. Wellheads (indicate distance and location to nearest wellhead)

   B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email sitefile@dos.state.fl.us) Request form attached.

   C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township: 25 / 50 (North **or** South) *Range*: 30 (East **or** West)

Sections (include all affected): 50

County (include all affected): Escambia **USGS Quad** (if known): _____

Township: _____ (North **or** South) *Range*: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North **or** South) *Range*: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North **or** South) *Range*: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Return To: Name: _____
Organization: _____
Phone: _____ Fax: _____
Address: _____
_____
Email: _____

Agency/Permit/Project requiring search: _____

Florida Master Site File

Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email sitefile@dos.state.fl.us

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please attach (include with submittal) a copy of the appropriate USGS quad map with your project area clearly marked.

Township: 25 (North or (South)) *Range*: 30 (East or (West))

Sections (include all affected): 50 / 51

County (include all affected): Escambia USGS Quad (if known): _____

Township: _____ (North or South) *Range*: _____ (East or West)

Sections (include all affected): _____

County (include all affected): _____ USGS Quad (if known): _____

Township: _____ (North or South) *Range*: _____ (East or West)

Sections (include all affected): _____

County (include all affected): _____ USGS Quad (if known): _____

Township: _____ (North or South) *Range*: _____ (East or West)

Sections (include all affected): _____

County (include all affected): _____ USGS Quad (if known): _____

Return To: Name: Double L Property Inv - Landy Leidner
Organization: _____
Phone: _____ Fax: _____
Address: 65 STAR LAKE DR
PENSACOLA FL. 32507

Email: _____

Agent/Person/Project requiring search: _____

Florida Master Site File
Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email siteflle@dos.state.fl.us

Double L Properties
65 Star Lake Drive
Pensacola, FL 32507

RE: Future Land Use C to MU-U

For (2) 4 Unit Quadplex Parcel # 50-2S-30-6070-016-003 & 50-2S-30-6070-001-003

Mr. Horace Jones,

Purpose: To rezone 2 small parcels of the NW corner of Navy Blvd & Midoro Circle from future land use of Commercial to MU-U. Mr. Leidner and his partner Beau Bryant, both State Certified Building Contractors, wish to build much needed housing in the Warrington area.

Supporting documents applied for are attached.

Sincerely,

X _____

Landry Leidner

For

Double L Properties

X _____

Beau Bryant

Recorded in Public Records 4/26/2017 4:02 PM OR Book 7701 Page 1219, Instrument #2017030524, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $206.50

Prepared by and Return to Teri Kitchen ,
an employee of First International Title, Inc.
4300 Bayou Blvd., Suite 7
Pensacola, FL 32503
File No.: 98068-58

WARRANTY DEED

This indenture made on April 26, 2017, by **Andrea Nicole Dunn a single woman** whose address is: 2704 Grainger Avenue, Pensacola, FL 32507 hereinafter called the "grantor",

to **Double L Property Investments, LLC, a Florida limited liability company** whose address is: 65 Star Lake Drive, Pensacola, FL 32507 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, **Florida,** to-wit:

Lots 1 and 16, Block 3, LUZON HEIGHTS, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, according to the Plat thereof, recorded in Plat Book 2, Page(s) 5 of the Public Records of Escambia County, Florida.

Parcel Identification Number: 502S306070016003

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2016.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Andrea Nicole Dunn

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Teri L. Kitchen

Witness Signature

Print Name: Holly Richardson

State of FLORIDA

County of ESCAMBIA

The Foregoing Instrument Was Acknowledged before me on April 26, 2017, by **Andrea Nicole Dunn,** who is/are personally known to me or who has/have produced a valid Driver's License as identification.

Notary Public

Printed Name:

My Commission expires:

Notary Public State of Florida
Teri L Kitchen
My Commission GG 035286
Expires 12/16/2020

Recorded in Public Records 4/26/2017 4:02 PM OR Book 7701 Page 1219,
Instrument #2017030524, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $18.50 Deed Stamps $206.50

Prepared by and Return to Teri Kitchen ,
an employee of First International Title, Inc.
4300 Bayou Blvd., Suite 7
Pensacola, FL 32503
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Andrea Nicole Dunn

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Witness Signature

Print Name: Teri L. Kitchen

Witness Signature

Print Name: Holly Richardson

State of FLORIDA

County of ESCAMBIA

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Notary Public

Printed Name:

My Commission expires:

Notary Public State of Florida
Teri L Kitchen
My Commission GG 035286
Expires 12/16/2020

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	502S306070016003
Account:	081827000
Owners:	DOUBLE L PROPERTY INVESTMENTS LLC
Mail:	65 STAR LAKE DR PENSACOLA, FL 32507
Situs:	313 NAVY BLVD 32507
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int/High):	NAVY POINT/BAILEY/PENSACOLA
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	$19,152	$0	$19,152	$19,152
2016	$19,152	$0	$19,152	$19,152
2015	$19,152	$0	$19,152	$19,152

Disclaimer

Amendment 1/Portability Calculations

★File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/26/2017	7701	1219	$29,500	WD	View Instr
04/27/2016	7514	919	$100	CJ	View Instr
02/11/2008	6285	1856	$100	OT	View Instr
02/11/2008	6285	1855	$100	OT	View Instr
03/2000	4538	702	$50,000	WD	View Instr
01/1976	1049	919	$100	QC	View Instr
01/1973	704	269	$13,500	WD	View Instr

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

2017 Certified Roll Exemptions

None

Legal Description

LT 16 BLK 3 LUZON HTS PB 2 P 5 OR 7701 P 1219
SEC 50/51 T 2S R 30 CA 217

Extra Features

None

Parcel Information

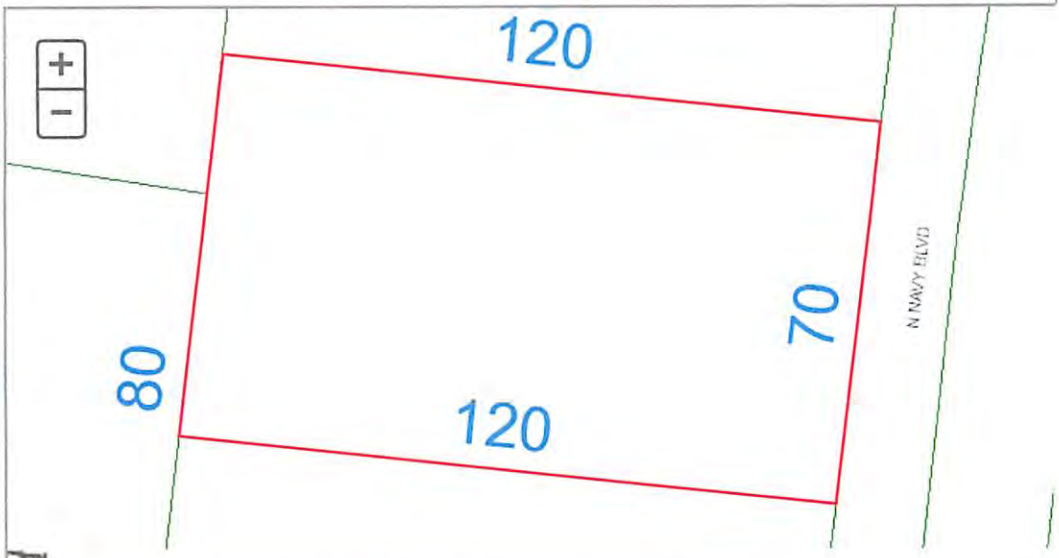
Launch Interactive Map

Section Map Id:
CA217

Approx. Acreage:
0.1928

Zoned:
Com

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Source: Escambia County Property Appraiser

Navigate Mode ○ Account ◉ Reference

Restore Full Page Version

General Information

Reference:	502S306070001003
Account:	081812000
Owners:	DOUBLE L PROPERTY INVESTMENTS LLC
Mail:	65 STAR LAKE DR PENSACOLA, FL 32507
Situs:	MINDORO CIR 32507
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int/High):	NAVY POINT/BAILEY/PENSACOLA
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	$24,829	$0	$24,829	$24,829
2016	$24,829	$0	$24,829	$24,829
2015	$24,829	$0	$24,829	$24,829

Disclaimer

Amendment 1/Portability Calculations

★File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/26/2017	7701	1219	$29,500	WD	View Instr
04/27/2016	7514	919	$100	CJ	View Instr
02/11/2008	6285	1856	$100	OT	View Instr
02/11/2008	6285	1855	$100	OT	View Instr
03/2000	4538	702	$50,000	WD	View Instr
03/2000	4538	1075	$100	QC	View Instr
07/1979	1345	403	$13,000	WD	View Instr
01/1967	340	642	$7,900	WD	View Instr

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

2017 Certified Roll Exemptions

None

Legal Description

LT 1 BLK 3 LUZON HTS PB 2 P 5 OR 7701 P 1219
SEC 50/51 T 2S R 30 CA 217

Extra Features

None

Parcel Information

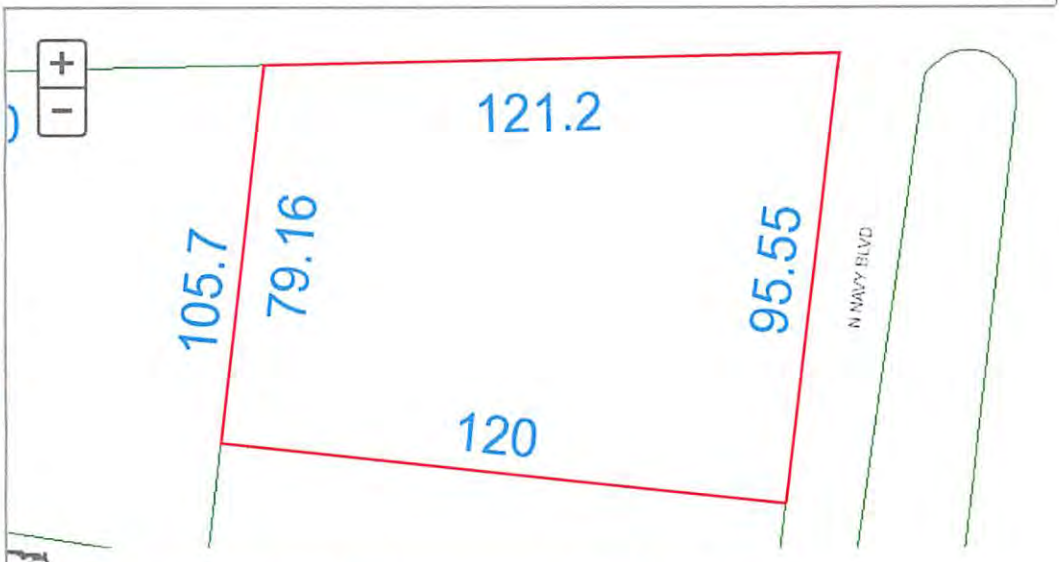
Launch Interactive Map

Section Map Id:
CA217

Approx. Acreage:
0.2500

Zoned:
Com

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

DATA AND ANALYSIS

313 NAVY BLVD. & MIDORO CIR.

Utility Service:

Availability of water, sewer and sanitation services are attached.

Storm Water Management:

Detailed site plan will specify specific storm water management process and analysis. Preliminary site plan/elevations attached.

Traffic:

The parcel is set back 200 ft. from Navy Blvd. The impact of (8) 2 Bedroom Units should have minimal impact on traffic patterns. Further input is requested and will accompany application prior to board meeting December 5th.

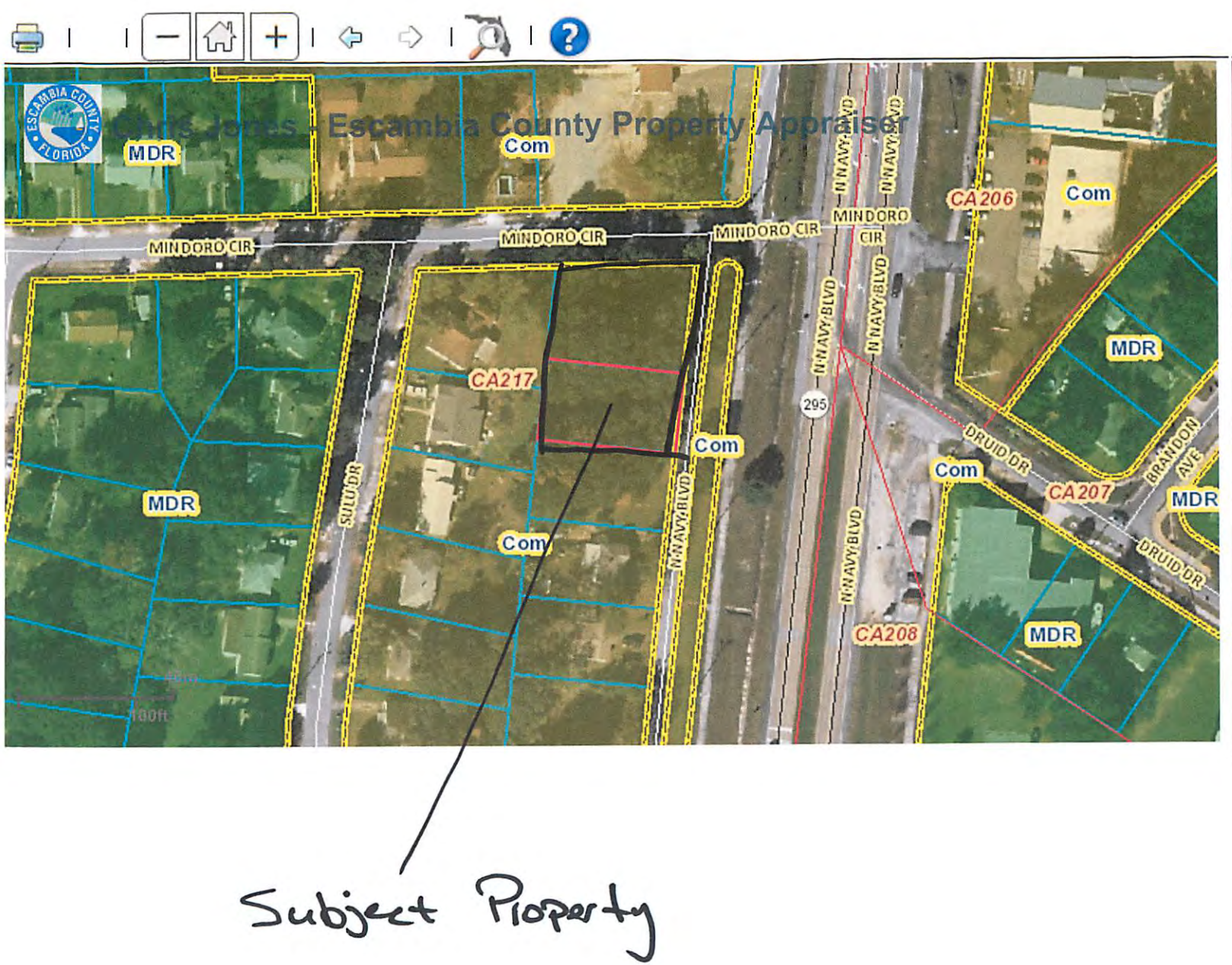
Recreation and Open Space:

The site will contain recreational and "green space" areas for the tenants to enjoy and may include some or all of the following: Pavilion, Volleyball Area, Dog Walk Area, etc.

Schools:

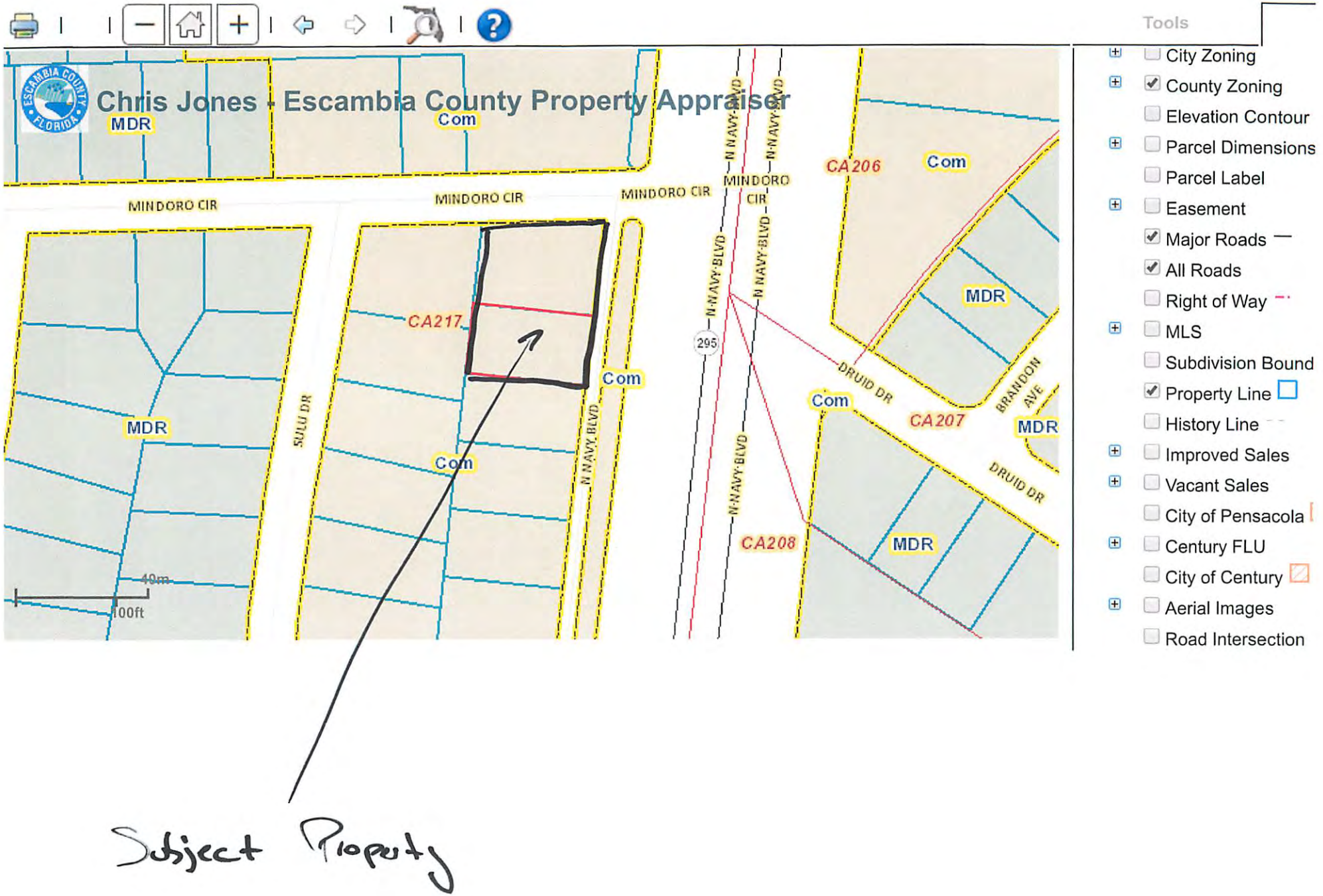
The development of (8) 2 Bedroom Units is thought to have minimal impact to the school system but further analysis is requested from the school district and will accompany applications prior to board meeting on December 5th.

Historical impact analysis is applied for.

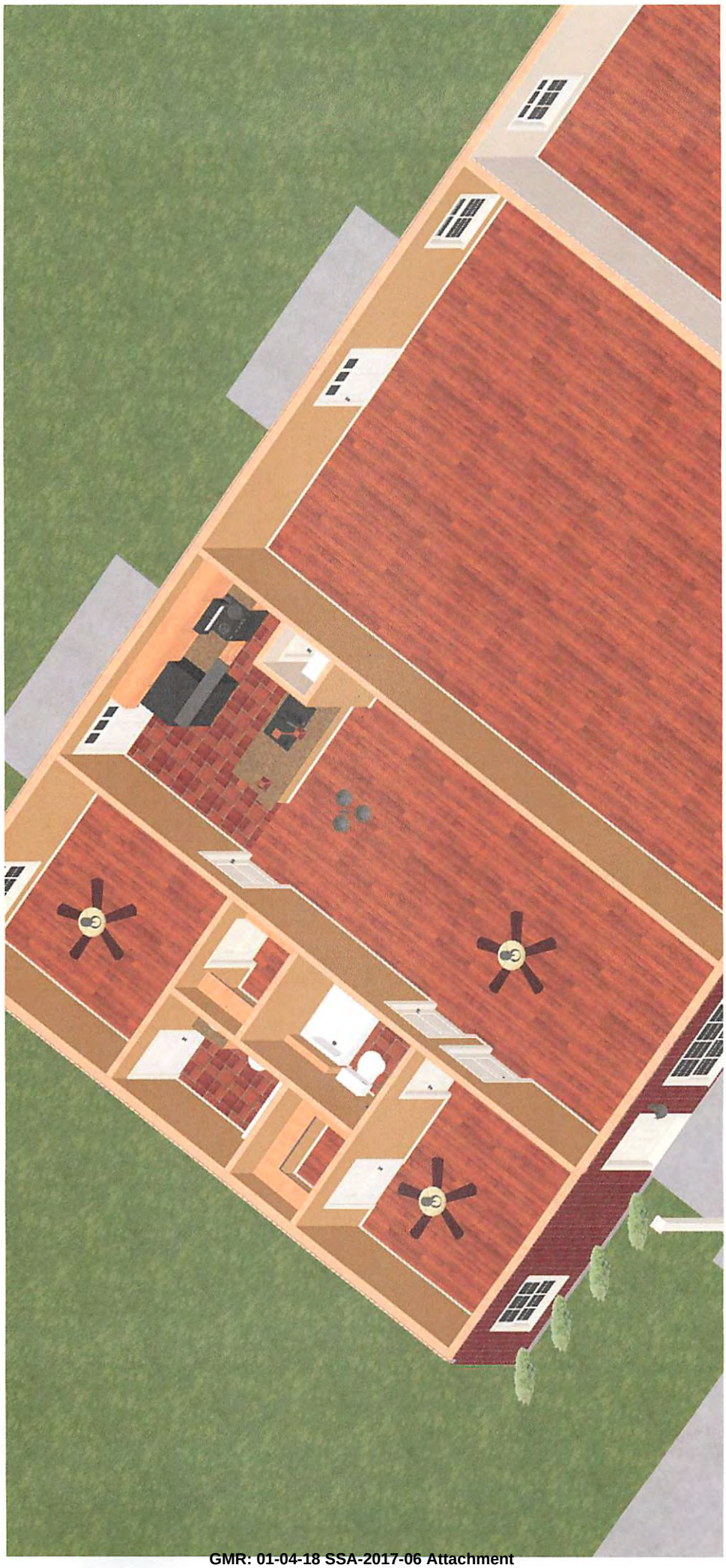


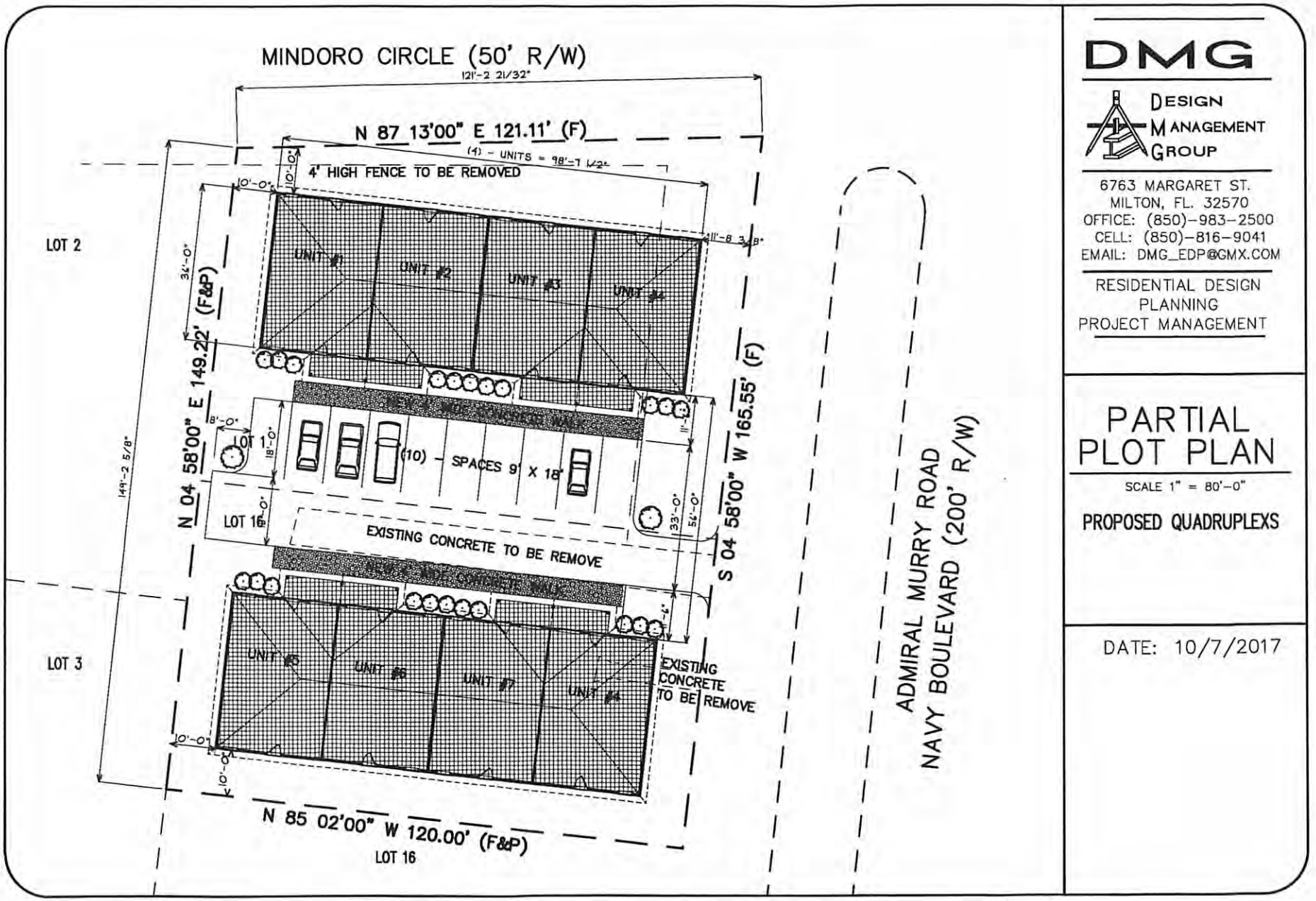
Subject Property

GMR: 01-04-18 SSA-2017-06 Attachment



Subject Property





DMG
DESIGN MANAGEMENT GROUP
6763 MARGARET ST.
MILTON, FL. 32570
OFFICE: (850)-983-2500
CELL: (850)-816-9041
EMAIL: DMG_EDP@GMX.COM

RESIDENTIAL DESIGN
PLANNING
PROJECT MANAGEMENT

PARTIAL PLOT PLAN

SCALE 1" = 80'-0"

PROPOSED QUADRUPLEXS

DATE: 10/7/2017

GMR: 01-04-18 SSA-2017-06 Attachment

EOPLES WATER SERVICE COMPANY OF FLORIDA, INC.
P.O. BOX 4815 • 905 LOWNDE AVENUE PENSACOLA, FLORIDA 32507-0815
(850) 455-8552 FAX (850) 456-1010

October 19, 2017

Landry Leidner
Leidner Builders

To Whom It May Concern:

RE: 313 N Navy Blvd., Pensacola, Florida

This letter is to confirm that Peoples Water Service Company provides water services to the above-referenced property.

Connie Brookhart

Connie Brookhart
Utility Office Supervisor
Peoples Water Service Company of FL, Inc.

03464971.1

EMERALD COAST
UTILITIES AUTHORITY

P. O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
Phone: 850-476-5110 • fax: 850-494-7346

October 19, 2017

313 North Navy Boulevard
Pensacola, FL 32507

To Whom It May Concern:

This confirms that the ECUA provides the following service(s) sanitation at 313 North Navy Boulevard in Pensacola, Florida. If you require further assistance, please call me at (850) 969-6569, and I will be happy to help you.

Sincerely,

Wynette Villines

NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

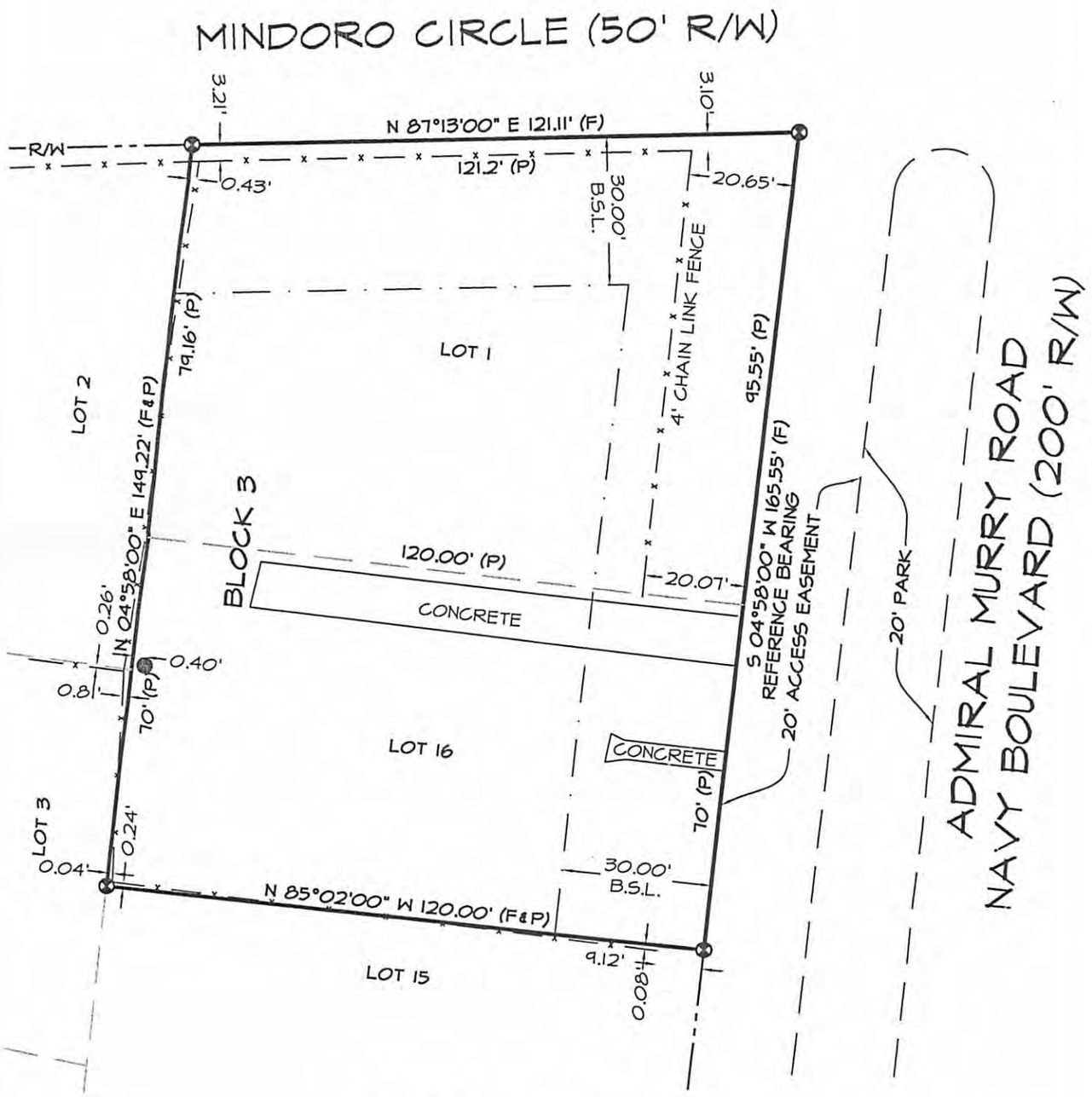
A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: BLUEWATER SIGNATURE HOMES
REQUESTED BY: BEAU BRYANT

JOB NO.: 10-21244-17
DATE: MARCH 6, 2017

PROPERTY ADDRESS: 313 NAVY BOULEVARD

SCALE: 1"=30'



BOUNDARY SURVEY

SHEET 1 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOTS 1 AND 16, BLOCK 3, LUZON HEIGHTS

SEC. 50, TWP. 2S, RGE. 30W, ESCAMBIA COUNTY, STATE OF FLORIDA.
RECORDED PLAT BOOK 2, PAGE 5. *THE ENCROACHMENTS ARE AS SHOWN*
FIELD DATE: 3/3/17, FIELD BOOK: RM25, PG. 24.

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

Fred R. Thompson 3/6/17

FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: BLUEWATER SIGNATURE HOMES

REQUESTED BY: BEAU BRYANT

JOB NO.: 10-21244-17

DATE: MARCH 6, 2017

PROPERTY ADDRESS: 313 NAVY BOULEVARD

SCALE: 1"=30'

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 04 DEGREES 58 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF THE PROPERTY AS PER THE RECORD PLAT OF LUZON HEIGHTS AS RECORDED IN PLAT BOOK 2 AT PAGE 5 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF LUZON HEIGHTS AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0369 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
● ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
(P) ~ PLATTED INFORMATION
(F) ~ FIELD INFORMATION
R/W ~ RIGHT OF WAY
B.S.L. ~ BUILDING SETBACK LINE
SEC. ~ SECTION
TWP. ~ TOWNSHIP
RGE. ~ RANGE
PG. ~ PAGE

BOUNDARY SURVEY

SHEET 2 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOTS 1 AND 16, BLOCK 3, LUZON HEIGHTS

SEC. 50, TWP. 2S, RGE. 30W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED PLAT BOOK 2, PAGE 5. *THE ENCROACHMENTS ARE AS SHOWN*

FIELD DATE: 3/3/17, FIELD BOOK: RM25, PG. 24

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

Fred R. Thompson 3/6/17

FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

REVISIONS:

FRED R. THOMPSON
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Development Services Manager**
Development Services Department

FROM: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **November 2, 2017**

RE: **Transportation & Traffic Operations (TTO) Comments – SSA-2017-06**

TTO Staff has reviewed the Small Scale Amendment Case (SSA)-2017-06, 313 Navy Boulevard, agenda item for the Planning Board meeting scheduled for December 5th, 2017. Please see the below comments.

Currently, there are no Roadway Improvement Projects programmed in either the Florida Department of Transportation's 5-Year Work Program or County's Capital Improvement Program within the vicinity of the subject parcel.

Per the Florida-Alabama Transportation Planning Organization – Congestion Management Process Plan, the section of Navy Blvd. from SR292 (Barrancas Ave.) to New Warrington Road is functioning at a level-of-service (LOS) F with maximum allowable LOS D. This section of Navy Blvd. experiences about 34,250 trips/day with maximum allowable 32,400 trips/day.

Any proposed access from Navy Blvd. would need FDOT permit approval.

It appears that the applicant is requesting a multi-family dwelling development of some sort that would provide 8 residential units between the two lots. When considering the Institute of Technical Engineers (ITE) standard of 10 trips/day for residential family unit, the surrounding roadways could experience an additional 80+/- trips/day.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

Comprehensive Plan Small Scale Map Amendment
Staff Analysis

General Data

Project Name:	SSA-2017-06
Location:	313 Navy Boulevard & Mindoro Circle
Parcel #:	50-2S-30-6070-016-003, 50-2S-30-6070-001-003
Acreage:	0.4428 (+/-) acres
Request:	From Commercial (C) to Mixed-Use Urban (MU-U)
Agent:	Landry Leidner, Owner
Meeting Dates:	Planning Board: December 5, 2017
	BCC: January 4, 2018

Summary of proposed amendment

The small-scale amendment to the future land use (FLU) map of the county proposes to change the FLU category of parcels Lot 1 0.1928± acres and Lot 16 0.25 acres totaling 0.4428± acres of the Luzon Heights Subdivision Plat book 2 page 5, from Commercial (C) to Mixed-Use Urban (MU-U). The currently vacant parcels can be accessed along approximately 165 feet of frontage on the east side of Navy Boulevard & 121 feet on the North side of Mindoro Circle. Single family homes adjoin the subject parcels on the west currently with a FLU of MU-U and south side adjoining property has a FLU of C. All adjoining properties have a zoning designation of Commercial (Com).

The existing and proposed future land use categories are described in Comprehensive Plan policy FLU 1.3.1 and summarized as follows:

Commercial. The current Commercial FLU is intended for professional office, retail, wholesale, service, and general business trade, with residential development permitted only if secondary to a primary commercial development. The listed range of allowable uses is residential, retail and services, professional office, light industrial, recreational facilities, public and civic. Commercial FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Mixed-Use Urban. The proposed Mixed-Use Urban FLU is 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 as a whole. The listed range of allowed uses is residential, retail and services, professional office, light industrial, recreational facilities, public and civic uses. Mixed-Use Urban has a maximum residential density of 25 du/acre, a maximum FAR of 2.0 and a minimum non-residential FAR of 0.25.

Land Development Code (LDC) FLU map amendment requirements

Sec. 2-7.3 (e) Comprehensive Plan map amendments

(3) Compliance review.

a. General amendment conditions. All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:

1. Need and benefit. There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.

Analysis: The application letter states that the owners proposes construction of some type of multi-family housing project. Unlike the existing Commercial FLU, the proposed MU-U does not require residential development to be secondary to a primary commercial development. Conversion to MU-U would eliminate the FLU dedication to commercial use and provide greater accommodation of residential uses within a mixed-use environment.

The "Data and Analysis Response" in the application there are two subject parcels with the same ownership for the FLUM small scale amendment application. The application regards potential multi-family development, the analysis makes several references to potential 2 buildings with 4 units each. Multi-family residential is a permitted use within the existing Commercial zoning of the subject 0.4428±-acre parcels and not limited to a predominantly commercial development if within the requested MU-U FLU, but otherwise is limited to 25 du/acre for the parcel.

Predominantly commercial development is development for which more than two-thirds of the development parcel area and more than two-thirds of all gross floor area within the parcel is devoted to commercial use.

2. Professional practices. The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.

Analysis: Accepting multi-family residential use as the identified need, the proposed amendment applies appropriate planning principles by suggesting a replacement FLU that is both consistent with the proposed use and the same as most adjoining and surrounding property. The application of other appropriate professional practices in potential multi-family development is addressed in the remaining sections of this analysis.

b. FLUM amendment conditions. In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.

Analysis: The proposed amendment complies with all four conditions established by Florida Statutes, §163.3187(1), for the adoption of any small scale comprehensive plan amendment:

(a) The subject 0.4428± acre parcel is a use of 10 acres or fewer.

(b) The amendment is the fourth proposed small scale amendment for calendar year 2017 and will not exceed the cumulative maximum of 120 acres in a calendar year.

(c) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small scale development activity.

(d) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

Other applicable Comprehensive Plan objectives and policies

1. Housing

Policy HOU 1.1.1 **Residential Areas**. The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.

Analysis: The proposed MU-U is a suitable replacement of the existing Commercial future land use to accommodate the suggested residential development, and is consistent with the FLU of the largely residential surrounding development.

2. Future Land Use

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

Analysis: Mixed-Use Urban, the applicable FLU for much of the land surrounding the subject parcel, would promote more mixed use and compact development for the subject parcel and be more likely to discourage urban sprawl than the current Commercial FLU.

3. Infrastructure

Policy HOU 1.1.4 **Adequate infrastructure**. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.

Analysis: The application includes documentation of the general adequacy of potable water, wastewater, and solid waste services. The site is located along a principal arterial road and within 1700 feet of a minor arterial Gulf Beach Hwy to the south and within 1900 feet of a principal arterial Highway 98. Redevelopment of the subject parcel from the existing vacant parcel would promote the efficient use of this available infrastructure.

GOAL CMS 1 Concurrency Management System

Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

Potable Water.

Policy INF 4.1.6 **Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

Policy INF 4.1.7 **Level of Service (LOS) Standards**. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service

provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Sanitary Sewer.

Policy INF 1.1.7 **Level of Service (LOS) Standards**. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Policy INF 1.1.11 **Required New Service Connection**. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUC has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

Solid Waste Disposal.

Policy INF 2.1.2 **Perdido Landfill Operation**. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

Policy INF 2.1.4 **Level of Service (LOS) Standards**. The LOS standard for solid waste disposal will be 6 pounds per capita per day.

Analysis: Peoples Water Service Company of Florida, Inc. provides potable water distribution. The Emerald Coast Utilities Authority (ECUA) provides sanitary sewer collection and treatment, and solid waste collection and disposal for the subject parcel. The application includes a letter from Peoples Water Service Company of Florida, Inc., and ECUA stating that those services are currently available at the parcel for an unspecified demand.

Stormwater Management.

Policy INF 3.1.5 Concurrency Management. Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

Policy INF 3.1.6 **Developer Responsibilities**. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

Transportation and Mobility.

Policy *MOB 1.1.2* **On-site Facilities***.* All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

Policy MOB 1.1.7 **Access Management**. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

Analysis: Any redevelopment of the subject parcel is required to comply with the current stormwater management, onsite parking, site access, and other applicable development standards of the LDC. County compliance review of any redevelopment plan would be required prior to plan approval.

TTO Staff has reviewed the Small Scale Amendment Case (SSA)-2017-06, 313 Navy Boulevard, agenda item for the Planning Board meeting scheduled for December 5th, 2017. Please see the below comments.

Currently, there are no Roadway Improvement Projects programmed in either the Florida Department of Transportation's 5-Year Work Program or County's Capital Improvement Program within the vicinity of the subject parcel.

Per the Florida-Alabama Transportation Planning Organization – Congestion Management Process Plan, the section of Navy Blvd. from SR292 (Barrancas Ave.) to New Warrington Road is functioning at a level-of-service (LOS) F with maximum allowable LOS D. This section of Navy Blvd. experiences about 34,250 trips/day with maximum allowable 32,400 trips/day.

Any proposed access from Navy Blvd. would need FDOT permit approval.

It appears that the applicant is requesting a multi-family dwelling development of some sort that would provide 8 residential units between the two lots. When considering the Institute of Technical Engineers (ITE) standard of 10 trips/day for residential family unit, the surrounding roadways could experience an additional 80+/- trips/day.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

4. Protected Resources

Wellheads.

Policy CON 1.4.1 **Wellhead Protection**. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Analysis: The subject parcel is outside of any wellhead protection area.

Historically Significant Sites.

Policy FLU 1.2.1 **State Assistance**. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

Analysis: The applicant provided no confirmation of the presence or absence of historically significant sites. However, the applicant did provide documentation of a referenced request made to the Florida Master Site File Division of Historical Resources. Prior to any Development Order an historical analysis must be completed.

Wetlands and Habitat.

Policy CON 1.1.2 **Wetland and Habitat Indicators**. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

Urban Forest.

Policy CON 1.6.4 **Urban Forest Management**. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.

Analysis: There are no indications from the available National Wetland Inventory map that wetlands are on the subject parcel. There are indications from public record photos that the subject property likely contains protected trees. Any future development will be analyzed for compliance with all applicable environmental regulations prior to the issuance of development plan approval.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/5/17

Rezoning Quasi-judicial Hearing

Rezoning Case #: SSA-2017-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: LANDRY LEIDNER

*Address: 65 STAR LAKE DR *City, State, Zip: PENSACOLA FL 32507

Email Address: leidnerbuilders@yahoo.com Phone: 850 433 9914

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Small Scale Map amendment- SSA-2017-06 Navy BLVD.

Date: 11-02-2017

Date requested back by: 11-09-2017

Requested by: John C Fisher

Phone Number: 850-595-4651

(LEGAL USE ONLY)

Legal Review by M.D. Crawford

Date Received: 11/6/17

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2017-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF TWO PARCELS WITHIN SECTION 50, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBERS 6070-001-003, AND PARCEL NUMBER 6070-016-003 TOTALING 0.4428 (+/-) ACRES, LOCATED ON NAVY BOULEVARD AND MINDORO CIRCLE, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Navy Air Station (NAS) has Navy operations, therefore Escambia County Airfield Overlay density restrictions do apply; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2017-06."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 50, Township 2S, Range 30W, parcel number 6070-001-003, totaling 0.25 (+/-) acres, located on Mindoro Circle, and a parcel within Section 50, Township 2S, Range 30W, parcel number 6070-016-003, totaling 0.1928 (+/-) acres, located on Navy Boulevard as more particularly described in the Boundary Survey description produced by Northwest Florida Land Surveying, Inc., registered land surveyor Fred R. Thompson dated 03/06/2017, attached as Exhibit A, from Commercial (C) to Mixed Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

DRAFT

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF 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

NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

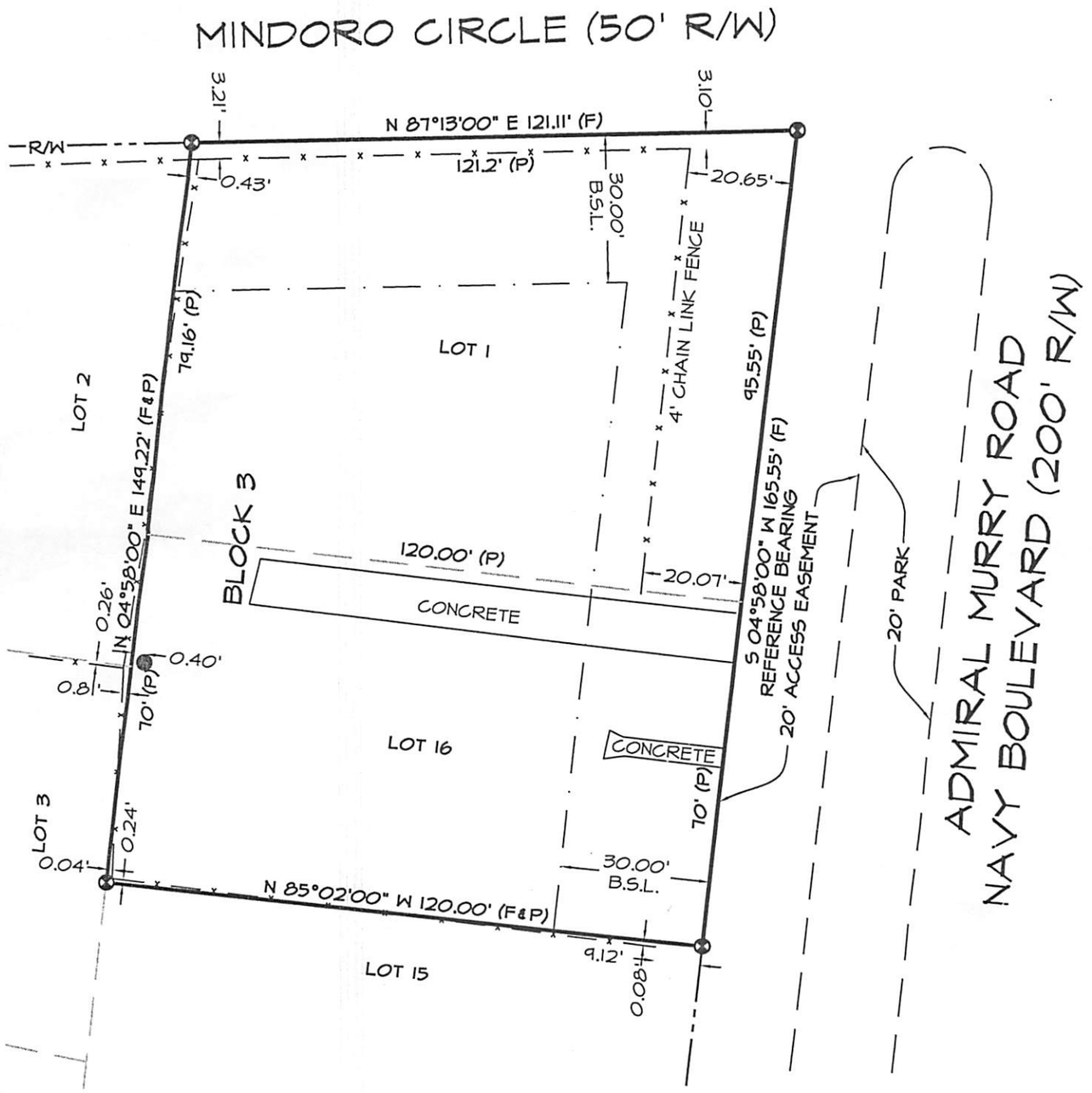
A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: BLUEWATER SIGNATURE HOMES
REQUESTED BY: BEAU BRYANT

JOB NO.: 10-21244-17
DATE: MARCH 6, 2017

PROPERTY ADDRESS: 313 NAVY BOULEVARD

SCALE: 1"=30'



BOUNDARY SURVEY

SHEET 1 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOTS 1 AND 16, BLOCK 3, LUZON HEIGHTS

SEC. 50, TWP. 2S, RGE. 30W, ESCAMBIA COUNTY, STATE OF FLORIDA.
RECORDED PLAT BOOK 2, PAGE 5. *THE ENCROACHMENTS ARE AS SHOWN*
FIELD DATE: 3/3/17, FIELD BOOK: RM25, PG. 24.

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

Fred R. Thompson 3/6/17

FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NORTHWEST FLORIDA LAND SURVEYING, INC.

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DATE: MARCH 6, 2017

PROPERTY ADDRESS: 313 NAVY BOULEVARD

SCALE: 1"=30'

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 04 DEGREES 58 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF THE PROPERTY AS PER THE RECORD PLAT OF LUZON HEIGHTS AS RECORDED IN PLAT BOOK 2 AT PAGE 5 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF LUZON HEIGHTS AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0369 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
● ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
(P) ~ PLATTED INFORMATION
(F) ~ FIELD INFORMATION
R/W ~ RIGHT OF WAY
B.S.L. ~ BUILDING SETBACK LINE
SEC. ~ SECTION
TWP. ~ TOWNSHIP
RGE. ~ RANGE
PG. ~ PAGE

BOUNDARY SURVEY

SHEET 2 OF 2

•MEASUREMENTS MADE TO UNITED STATES STANDARDS•

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOTS 1 AND 16, BLOCK 3, LUZON HEIGHTS

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RECORDED PLAT BOOK 2, PAGE 5. •THE ENCROACHMENTS ARE AS SHOWN•

FIELD DATE: 3/3/17, FIELD BOOK: RM25, PG. 24

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LICENSED
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STATE OF FLORIDA

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ORDINANCE NUMBER 2017-___

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WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Navy Air Station (NAS) has Navy operations, therefore Escambia County Airfield Overlay density restrictions do apply; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

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DONE AND ENACTED this_____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF 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:

NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

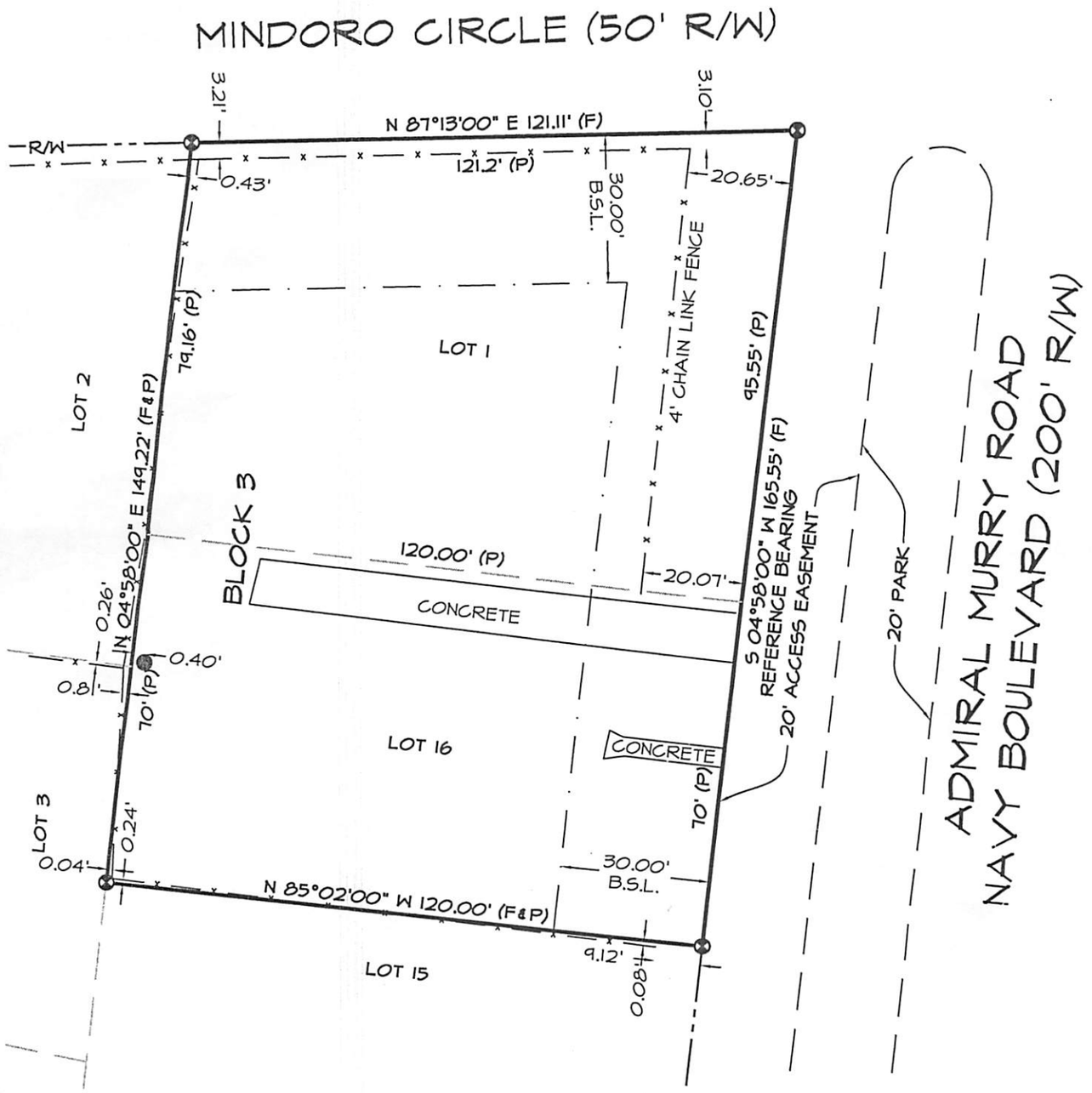
A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: BLUEWATER SIGNATURE HOMES
REQUESTED BY: BEAU BRYANT

JOB NO.: 10-21244-17
DATE: MARCH 6, 2017

PROPERTY ADDRESS: 313 NAVY BOULEVARD

SCALE: 1"=30'



BOUNDARY SURVEY

SHEET 1 OF 2

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SCALE: 1"=30'

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 04 DEGREES 58 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF THE PROPERTY AS PER THE RECORD PLAT OF LUZON HEIGHTS AS RECORDED IN PLAT BOOK 2 AT PAGE 5 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF LUZON HEIGHTS AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0369 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
● ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
(P) ~ PLATTED INFORMATION
(F) ~ FIELD INFORMATION
R/W ~ RIGHT OF WAY
B.S.L. ~ BUILDING SETBACK LINE
SEC. ~ SECTION
TWP. ~ TOWNSHIP
RGE. ~ RANGE
PG. ~ PAGE

BOUNDARY SURVEY

SHEET 2 OF 2

•MEASUREMENTS MADE TO UNITED STATES STANDARDS•

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOTS 1 AND 16, BLOCK 3, LUZON HEIGHTS

SEC. 50, TWP. 2S, RGE. 30W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED PLAT BOOK 2, PAGE 5. •THE ENCROACHMENTS ARE AS SHOWN•

FIELD DATE: 3/3/17, FIELD BOOK: RM25, PG. 24

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

Fred R. Thompson 3/6/17

FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

REVISIONS:

FRED R. THOMPSON
LICENSED
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13407 **Growth Management Report** **1.**
BCC Regular Meeting **Consent**
Meeting Date: 01/04/2018
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning the Scheduling of Public Hearings

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

February 1, 2018

A. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following Rezoning Cases to be heard by the Planning Board on January 9, 2018.

1. Case No.:	**Z-2017-17**
Address:	6355 Mockingbird Lane
Property Reference No.:	35-1S-30-7117-000-000
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District	3
Requested by:	Wanda French-Hawkins, Agent for Jason Hawkins, Owner
2. Case No.:	**Z-2017-18**
Address:	733 E Johnson Avenue
Property Reference No.:	21-1S-30-2101-001-002
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	3
Requested by:	Rhonda Autrey, Owner

B. 5:46 p.m. - A Public Hearing - Design Standard Manual Changes Ordinance

Summary: Changes to Chapter 5, General Development Standards, to modify standards for subdivision design and maintenance, stormwater management systems, and Design Standards Manual (DSM) Chapter 1, Engineering, concerning design standards for stormwater ponds, hold harmless agreements and water supply for ECUA.

C. 5:47 p.m. - A Public Hearing - Armored Shoreline Ordinance

Summary: The LDC requirements for armored shorelines are designed to address the impacts associated with the construction of new armored shorelines. The current code language does not address replacing this type of structure given that the impacts are already in place.

D. 5:48 p.m. - A Public Hearing - Capital Improvement Program Ordinance

Summary: Based on the Escambia County Comprehensive Plan 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements; the purpose of this documents is to fulfill the State requirements, Section 163.3177(3)(b), Florida Statutes, by adopting the 2017-2021 update to the Five-Year Schedule of Capital Improvements. A significant portion of the update to the Five-Year Schedule of Capital Improvements derives from information provided by the Florida-Alabama Transportation Planning Organization, Transportation Improvements Program and the Escambia County School District Work Plan.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13363 **County Administrator's Report 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/04/2018
Issue: 5:31 p.m. Public Hearing Request – Fund Balance Carry-Forwards
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Public Hearing Request for Fund Balance Carry-Forwards - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on January 18, 2018, at 5:31 p.m., to amend the Fiscal Year 2017/2018 Budget to include the fund balance carry-forwards.

BACKGROUND:

During the budget process an estimate is made for the amount of unspent monies that will be remaining at the end of the fiscal year. This amount is budgeted as a fund balance estimate. At the close of every fiscal year a reconciliation is made between the estimate of the fund balance, or funds remaining from the previous year and the actual fund balance. The difference is then appropriated into the budget. A public hearing is required to amend the budget in this manner.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13392 **County Administrator's Report 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/04/2018
Issue: Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste - Patrick T. Johnson, Waste Services Department Director

That the Board amend its action taken on November 30, 2017, CAR II-1, approving the form of the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste for the period effective January 1, 2018, to December 31, 2023, as provided in Section 3, *Term of Franchise*; approving the Collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of commercial solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA, for the period effective January 1, 2018 to December 31, 2023; and authorizing the County Administrator to sign the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with current Board-approved Commercial Solid Waste Haulers, collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement, to correct, due to a scrivener's error, Section 1, *Definitions, W. Multi-Family Dwelling Unit* from "… *five or more residential units* …" to "… six or more residential units …"; and to correct reference to the definition of the same in Section 14 – *Notices To Customers – Voluntary Recycling.*

[Funding: Fund 103, Code Enforcement Fund, Account 323701, Franchise Fees – Commercial Garbage]

BACKGROUND:

A scrivener's error was made on Agenda Item CAR II-1 from the November 30, 2017 BCC meeting regarding the definition of *Multi-Family Dwelling Unit* as found in Section 1, *Definitions, W. Multi-Family Dwelling Unit*. The incorrect definition read*: "… shall mean five or more residential units …"*. The definition should have read: "… *shall mean* ***six*** *or more residential units … "*. This definition is referenced again in Section 14, *Notice to Customers, Voluntary Recycling,* and shall be corrected there as well.

BUDGETARY IMPACT:

Fees generated by the Non-Exclusive Long Term Franchise Agreement are allocated by the Waste Services Department to Fund 103 Code Enforcement Fund, Account 323701, Franchise Fees – Commercial Garbage.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed by Charles Peppler, Deputy County Attorney, for form and accuracy by legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Non-Exclusive Long Term Franchise Agreement, Section 3, *Term of Franchise*, requires Board action for continuation or termination of the Agreement.

IMPLEMENTATION/COORDINATION:

All current Non-Exclusive Franchise Agreement haulers have been notified. After the Agreement has been signed by current haulers and the County Administrator or his designee, a copy will be sent to each current Franchisee.

Attachments

2018 FA Corrected Form CP_20180104

Brd Mins 11_30_2017

NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT FOR THE COLLECTION OF COMMERCIAL SOLID WASTE

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this _____ day of _____, 20__, between Escambia County (County) and _____ ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on _____, 2017, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

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1. DEFINITIONS

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

A. **Agreement** shall mean this written contract between Escambia County and Contractor.

B. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

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

D. **Bulky Waste** shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.

E. **Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.

F. **Commercial Solid Waste** shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i)

commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

G. **Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.

H. **Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.

I. **Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing 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 project.

J. **Container** shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.

K. **Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.

L. **Contractor** shall mean _____ and its successors and assigns.

M. **Contract Administrator** shall mean County Administrator or his or her designee.

N. **County** shall mean Escambia County, a political subdivision of the State of Florida.

O. **Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.

P. **Designated Facility** shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.

Q. **Effective Date** shall mean the date when this Agreement is signed by a duly authorized County representative.

R. **Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.

S. **Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

T. **Garbage Cart** shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.

U. **Hazardous Waste** shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.

V. **Industrial Solid Waste** shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

W. **Multi-Family Dwelling Unit** shall mean six or more residential units in a building or on a defined property and may include, but not be limited to, apartments, condominiums, mobile home parks and recreational vehicle parks.

X. **Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.

Y. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.

Z. **Recyclable Material** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

AA. **Residential Recyclables** shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.

BB. **Residential Solid Waste** shall mean all Solid Waste originating from residential

property occupied by five (5) or fewer Residential Units per parcel of land.

CC. **Residential Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

DD. **Service Area** shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.

EE. **Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

FF. **Special Waste** shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.

GG. **Term** shall mean the period of time when this Agreement is in effect.

HH. **Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.

II. **Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

JJ. **Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of

Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2018, or the Effective Date, whichever is later, and shall expire on December 31, 2023, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of five (5) years.

Before the end of the Term (i.e., on or before December 31, 2023), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional five-year term. This Agreement shall terminate automatically unless the Board votes to approve an additional five-year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Within one week of the request by an owner or a tenant of a unit within a multi-family dwelling unit, the Contractor shall provide to the customer recyclable material collection service upon mutually agreeable terms in a written contract. Such contract shall require Contractor to provide to Customer a cart, bin or a container designated for the disposal of recyclable materials. The Contractor should provide recyclable material collection service at least one time per week. The recyclable material collection containers shall be suitable for the location and service and shall approximate the same type of collection service as is provided for solid waste collection. Four-wheeled carts or other container types such as dumpsters or bins may also be suitable for some

multi-family dwelling unit properties for recyclable material collection. All roll-off containers may be designed for single stream or dual stream recyclables and must have plastic sliding doors. Any cost to the Contractor for providing recyclable material collection service shall be negotiated between customer and Contractor, or the service may be included as part of the fee schedule for collection of commercial solid waste. All recyclable materials collected from multi-family dwelling units by Contractor shall be delivered to a recyclable materials facility which is in full compliance with state and local codes and ordinances.

7.A. MONTHLY REPORTING OF RECYCLING COLLECTION SERVICE.

The Contractor shall provide a monthly report consisting of the description of material, volume, and destination of all recyclable material collected to the Contract Administrator at Waste Services Department, which shall be due prior to the 20th day of the month following the reporting month. The Contract Administrator shall provide a form to the Contractor for the monthly report required by this section and such form shall be completely filled out and returned prior to the 20th day of the month following the reporting month. In accordance with § 40 of this Agreement, reports of total volumes of recyclable materials collected shall also be included as required by § 32 of this Agreement. An administrative charge of $500.00 will apply for each incident of failure to provide the required monthly recyclable material collection report.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term

of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven. All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at _____.

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

VOLUNTARY RECYCLING

If you are an owner of or a tenant of a unit in a multi-family dwelling unit, defined as six or more residential units contained in an apartment, condominium, mobile home park, or recreational vehicle park, and you wish to dispose of recyclable materials, we, the Contractor will agree to provide this service after both of us mutually agree to the terms of service in a written contract. As part of this contract we will provide you a bin or cart in which to dispose recyclable material and we will pick up and dispose at a recyclable materials facility which is in full compliance with state and local codes and ordinances. There may be a charge for collection of recyclable materials which will be identified separately in your written contract and in your written billing statement.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from $____ [insert old rate] per cubic yard per collection to $_____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce

your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 25 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) $0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) $1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

CC x FF x NC = Amount Due to County

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Solid Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 25.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that _____
(Company Name)
is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

Reporting Month and Year:	**Company Name:**
Authorized Signature:	**Telephone No.:**
Printed Name:	**Title:**
Date:	

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 25 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is $45.06 per ton of solid waste. The tipping fee at the Palafox Transfer Station is $53.93 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board. During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 25.C, below.

A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste,

the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.

C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.

D. County may unilaterally revoke the provisions of Section 25.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 25. Any revocation of Section 25.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of insurance evidencing the required coverage must be on file with County at all times. Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars ($500,000) for each person-accident, and Five Hundred Thousand Dollars ($500,000) for each person-disease, and Five Hundred Thousand Dollars ($500,000) aggregate.

B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars ($5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.

C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service and Recycling Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not

have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

Escambia County Waste Services Department
Attention: Contract Administrator
13009 Beulah Road
Cantonment, FL 32533-8831

Copy to: County Attorney
221 Palafox Place, Ste. 430
Pensacola, FL 32502

As to Contractor:

_____
_____
_____
_____
(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents and reports are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of

performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

A. The administrative charge shall be $500 per incident for each of the following events:

1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;

2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;

3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;

4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;

5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;

6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;

7. Failure to display Contractor's name on Contractor's vehicles, as required in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.

B. The administrative charge shall be $1,000 for each of the following events:

1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;

2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or

C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or

D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.

B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated

by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.

C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so

waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.
The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to the Contract Administrator on a monthly basis as required by section 7.A. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

A. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.

B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first

above written.

CONTRACTOR

BY: _____
As the Duly Authorized Representative of Contractor

_____
(Print or Type Name)

Title _____

Date: _____

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
Jack R. Brown, County Administrator

Date: _____

Witness _____

Witness _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, personally appeared before me, _____ whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed instrument.

Witness my hand and official seal.

_____
Notary Public Signature

(Notary Seal)

_____
Commission Expires

Approved as to form and legal sufficiency.
By/Title: Charbolt Peppler, Deputy City Attorney
Date: 12-18-17

II. BUDGET/FINANCE CONSENT AGENDA

1-35. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, to approve Items 1 through 35, with the exception of Items 3, 8, and 11, which were held for separate votes, as amended to drop Item 29, as follows:

1. Taking the following action concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Funding: Fund 103, Code Enforcement Fund, Account 323701, Franchise Fees - Commercial Garbage):

   A. Approving the form of the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste for the period effective January 1, 2018, to December 31, 2023, as provided in Section 3, Term of Franchise;

   B. Approving the Collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of commercial solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA, for the period effective January 1, 2018, to December 31, 2023; and

   C. Authorizing the County Administrator to sign the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with current Board-approved Commercial Solid Waste Haulers, collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement.

2. Adopting the Resolution [R2017-136] approving Supplemental Budget Amendment #005, Other Grants and Project Fund (110), in the amount of $7,000, to recognize the Volunteer Florida Federal Fiscal Year 2018 Emergency Management Performance Grant to implement the Citizen Corps Program to engage, educate, and train local citizens in their role as it relates to emergency preparedness.

3. See Page 46.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13381 **County Administrator's Report 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/04/2018
Issue: Request for Disposition of Property for Natural Resources Management
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Request for Disposition of Property for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve the Request for Disposition of Property Form relating to a Quanti-Tray Sealer System that no longer functions reliably. This item will be used as a trade-in for a discount of up to 37 percent towards a replacement.

BACKGROUND:
The Quanti-Tray Sealer System, model 2X 89-1U894-02, is used by the Escambia County Water Quality Laboratory (ECWQL) for bacterial analysis using the most probable number (MPN) model according to Standard Methods for quantifying total coliforms, E. coli, enterococci in water and wastewater. The sealer system is no longer capable of functioning reliably as required by method. It cannot be reasonably repaired. As a result, ECWQL has experienced increased supply costs across the board for bacteria based monitoring efforts. Water Quality & Land Management (WQLM) Division is currently in the process of obtaining quotes to purchase a replacement unit using grant funds. Manufacturer has offered a discount of up to 37 percent off of the purchase of a replacement sealer system.

BUDGETARY IMPACT:
No budgetary impact associated with the disposition of property.

LEGAL CONSIDERATIONS/SIGN-OFF:
No legal consideration/sign-off associated with this recommendation.

PERSONNEL:
No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section II, Part B.1., Procedures for Disposition of Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, Water Quality staff will remove the property number tag and it will be returned to the Clerk's Office.

Attachments

WQLM Sealer Disposition

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Natural Resources Management COST CENTER NO: 221001

brent wipf DATE: 12/13/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-3445

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55059	Quanti-Tray Sealer System	4604	2X 89-1U894-02	2006	Fair

Disposal Comments: Equipment to be traded in against purchase of replacement sealer system. Sealer system is no longer capable of functioning reliably. It cannot be reasonably repaired. Equipment failures have led to increased supply costs for bacteria based monitoring efforts.

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: 12/13/17

FROM: Escambia County Department Director (Signature): J Taylor Kirschenfeld

Director (Print Name): J. Taylor "Chips" Kirschenfeld

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-13397 **County Administrator's Report 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/04/2018
Issue: Assignment of Agreement for PD 15-16.012, Agreement for Uniform Rental Services
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Assignment of Agreement, PD 15-16.012, Agreement for Uniform Rental Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign, the Assignment of Agreement between Escambia County, Florida, and G&K Services, Co., to Cintas Corporation No.2, providing for an administrative change to PD 15-16.012, Agreement for Uniform Rental Services, assigning all of the rights and obligations of G&K Services, Co., to Cintas Corporation No.2.

BACKGROUND:
On or about January 21, 2016, the County and Assignor entered into an Agreement for Uniform Rental Services, Specification Number P.D. 15-16.012. Effective November 13, 2017, G&K Services, Co. was acquired by Cintas Corporation No.2.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Assignment of Agreement prepared and approved 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, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Assignment of Agreement

ASSIGNMENT OF AGREEMENT FOR UNIFORM RENTAL SERVICES (PD 15-16.012)

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT is made by and between **Escambia County, Florida**, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, **G&K Services, Co.**, a foreign for profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Assignor"), FEI/EIN 41-1670526, whose principal address is 5995 Opus Parkway, Suite 500, Minnetonka, MN 55343, and whose regional address is 361 Saint Louis Street, Mobile, AL 36602, and **Cintas Corporation No. 2** , a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Assignee"), FEI/EIN 31-1703809, with a principal address of 6800 Cintas Boulevard, Mason, OH 45040.

WITNESSETH:

WHEREAS, on or about January 21, 2016, the County and Assignor entered into an Agreement for Uniform Rental Services, Specification Number P.D. 15-16.012 (hereinafter referred to as the "Agreement"); and

WHEREAS, effective November 13, 2017, Assignor was acquired by Assignee with all such operations of Assignor being acquired by Assignee; and

WHEREAS, Assignor now desires to assign all rights, duties and obligations under the Agreement to Assignee; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's rights, duties and obligations under the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The recitals contained in the preamble of this Assignment are true and correct and incorporated herein by reference.

2. The Agreement is hereby assigned to Assignee and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor under the Agreement shall become the rights, duties and obligations of Assignee immediately upon this Assignment becoming effective.

3. County, Assignor, and Assignee agree to the assumption of the performance of the Agreement by Assignee and to the release of Assignor from any further performance under the Agreement.

4. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to the Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Assignment.

5. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law.

6. Each individual executing this Assignment of Agreement on behalf of a corporate or governmental party represents and warrants that the individual is duly authorized to execute and deliver this Assignment of Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party and in accordance with applicable law, and that this Assignment of Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment of Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Jeff Bergosh, Chairman

_____
Deputy Clerk

BCC Approved: _____

(Seal)

ASSIGNOR: G&K SERVICES, CO.

_____
Corporate Secretary

By:_____
Douglas Milroy, President/CEO

(SEAL)

Date: _____

ASSIGNEE: CINTAS CORPORATION NO.2

_____
Corporate Secretary

By:_____
Scott D. Farmer, CEO/Director

(SEAL)

Date: _____

Approved as to form and legal sufficiency.

By/Title:

Date:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13424 **County Administrator's Report 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/04/2018
Issue: Ratifying the Scheduling of an Executive Session Held on Thursday, January 4, 2018
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratifying the Scheduling of an Executive Session Held on January 4, 2018, Regarding Pending Union Negotiations with the Amalgamated Transit Union (ATU) - Jack R. Brown, County Administrator

That the Board take the following action:

A. Ratify the scheduling of a private meeting with its attorneys to discuss pending union negotiations with the Amalgamated Transit Union (ATU), in accordance with Sections 447.605 and 286.011, Fla. Stat., held on Thursday, January 4, 2018, at 8:00 a.m.; and

B. Ratify the public notice printed below published in the Pensacola News Journal on Saturday, December 30, 2017.

Public Notice

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its chief executive officer to discuss pending union negotiations with the Amalgamated Transit Union, in accordance with Sections 447.605 and 286.011, Fla. Stat. Such executive session will be held at 8:00 a.m., on Thursday, January 4, 2018, in the Ernie Lee Magaha Government Building, Board Conference Room, First Floor, 221 Palafox Place, Pensacola, Florida. Commissioners, Jeff Bergosh, Lumon J. May, Douglas B. Underhill, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Senior Assistant County Attorney Kristin D. Hual, Assistant County Administrator Amy Lovoy, Director of Human Resources Eric Kleinert, Mass Transit Director Mike Crittenden and Michael Mattimore, attorney representing Escambia County in the foregoing union negotiations (members of the County's collective bargaining team) will attend the session.

BACKGROUND:

N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13368 **County Administrator's Report 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Florida Department of Health, Bureau Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Oversight, Emergency Medical Services (EMS) County Grant Application for the Fiscal Year 2017/2018, in the amount of $48,711.23:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the State of Florida EMS Trust Fund, as the Escambia County Emergency Medical Services Award, shall be used to improve and expand the County's prehospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign the EMS Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects, Revenue Account 334221, Cost Center 330318]

BACKGROUND:

The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. In July, the DOHEMS announced that the completed application for the annual grant must be received by 5:00 p.m., EDST, on December 15, 2017. The award sum of $51,128.00 is forty-five percent of the funds Escambia County deposited into the state EMS Trust Fund for traffic fines surcharges as specified in Section 401.113(1), F.S., for the period July 1, 2016, through June 30, 2017.

The funds are made available to improve and expand pre-hospital EMS systems in the

county and the following, requested for purchase by the grant application, meet these requirements: Temple Touch Thermometer, Neonatal Restraint System, Patrol Bicycles and Helmets, Active Shooter Kits, Pediatric ALS Trainer

BUDGETARY IMPACT:

The Florida Department of Health, Bureau of Emergency Medicals Services, EMS County Grant The Florida Department of Health, Bureau of Emergency Medicals Services, EMS County Grant award will have a positive financial impact for Escambia County Emergency Medical Services. This award will increase funds available to EMS for the express purpose of improving pre-hospital patient care in Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, reviewed these documents and approved them as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's grant application policy.

IMPLEMENTATION/COORDINATION:

Tamika Williams, Public Safety Business Operations Manager, will oversee implementation of this grant.

Attachments

Resolution
Grant Notice
Grant Application

RESOLUTION R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT EMS PROGRAM FUNDS; CERTIFYING THAT FUNDS RECEIVED FOR USE IN FISCAL YEAR 2017/2018 FROM THE STATE OF FLORIDA EMS TRUST FUND SHALL BE USED SOLELY TO IMPROVE AND EXPAND THE COUNTY'S PREHOSPITAL EMS SYSTEM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 401, Florida Statutes, the Florida Legislature established the Emergency Medical Services (EMS) Trust Fund in the State Treasury, which shall be used exclusively to improve and expand prehospital emergency medical services; and

WHEREAS, for over a decade, Escambia County has been the recipient of these critical funds from the EMS Trust Fund; and

WHEREAS, the County is eligible for EMS Program funding from the EMS Trust Fund to improve and expand prehospital emergency medical services in Escambia County.

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

Section 1. That the above whereas clauses are true and incorporated by reference herein.

Section 2. That the Board of County Commissioners hereby approves the submission of a County Grant Application to the Florida Department of Health for EMS Program funding from the State of Florida EMS Trust Fund.

Section 3. That the Board of County Commissioners hereby certifies that the monies received from the State of Florida EMS Trust Fund for use in FY2017/2018 shall be used solely to improve and expand the County's prehospital emergency medical services and shall not be used to supplant existing EMS budget allocations in any manner.

Section 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Jeff Bergosh, Chairman

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/19/17

From:	Van Lewen, Alan
To:	District2
Cc:	Tamika L. Williams
Subject:	FW: New State EMS Funds for Your County
Date:	Tuesday, August 01, 2017 6:30:07 AM

We are pleased to announce that you may now obtain your 2017-2018 emergency medical services (EMS) county grant funds.

401.113 (2) (a), Florida Statutes, requires the state to return to each county 45% of its own yearly deposits into the state EMS Trust Fund.

Section 401.113 (I); Florida Statutes, requires the funds must be used solely to improve and expand pre-hospital EMS. Therefore, replacement, indirect, and recurring costs are not allowable.

The amount for your county this year is **$51,128.00**

The state EMS website at the following address has the forms and instructions to obtain the funds. At the site scroll down the page to "County Government Grants."
http://www.floridahealth.gov/provider-and-partner-resources/ems-grants/index.html

Please contact me if you have any questions.

Alan Van Lewen
Health Services and Facilities Consultant
4052 Bald Cypress Way, Mail Bin A-22
Tallahassee, FL 32399-1722
E-Mail: Alan.VanLewen@flhealth.gov Telephone: (850) 558-9550

DOH Mission: To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your email communications may therefore be subject to disclosure (section 668.6076, *Florida Statutes*).

State EMS Grants. Please refer to the following website for information.
http://www.floridahealth.gov/provider-and-partner-resources/ems-grants/index.html

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Florida HEALTH PHAB Accredited Health Department Public Health Accreditation Board First accredited state public health system in the U.S.

County Government Application Form 2017-2018

The amount of your new grant is in the "Total" column of the county amount table at the website link.

The first application form page has five items, the first three are self-explanatory.

However, note that Item 2 is where the county's authorized person must provide his/her signature.

Item 4 describes the content of the resolution. Please provide this in your county's customary format and approval process. The resolution must be current or if a previous one has continuing authority, please include with it a message from a lead county official stating that the resolution is still in-effect, with a copy of it.

Item 5 of the first page of the application form asks for the name of the organizations that will receive funds from your new county grant. The second page of the application form is the budget page and one of these budget pages is needed for each organization listed in item 5,

The budget page for each organization must have on it specific and quantifiable items or services, with the cost for each unit or type of item or service.

All costs combined must total to the exact amount of new funds for your grant. You can request changes after the new grant begins.

Your budget totals in the application should be added for you if you place your cursor over a subtotal or total field, right click your mouse, then left click on the resulting menu "Update Field."

Request for Grant Fund Distribution Form

Request for Grant Fund Distribution Form: this is the last page herein and you must complete the top part of the form. State EMS will complete the bottom part, as indicated on the form. The address on this form must be an address in the state MyFloridaMarketplace (MFMP) system. A mailing address you place on this form is not usable by state finance if it is not in the MFMP system.

Ask a staff member of your organization who does cash transactions with the state for the organization name to use on the Distribution Form, the address, and 9-digit federal ID plus its 3-digit sequence code. Otherwise, no funds can be sent to you until this situation is resolved.

If needed, you can contact MFMP customer service at 1-866-352-3776 Monday to Friday, 8 a.m. to 6 p.m., or by email at: MyFloridaMarketPlace@dms.myflorida.com.

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Program
Complete all items

ID. Code (The State EMS Program will assign the ID Code – leave this blank) C60____

1. County Name: **Escambia County EMS**
Business Address: **221 Palafox Place, Ste 400**
Pensacola, FL 32502

Telephone: **850-595-4000**
Federal Tax ID Number (Nine Digit Number): VF **59-60000598**

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the county shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature: Date: **1/4/18**

Printed Name: **Jeff Bergosh, Chairman**
Position Title: **Chairman, Escambia County Board of County Commissioners**

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: **Steve White**
Position Title: **Chief of Emergency Medical Services**
Address: **6575 North W. St**
Pensacola, FL 32505

Telephone: **850-471-6425** | Fax Number: **850-471-6455**
E-mail Address: spwhite@myescambia.com

4. Resolution: Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We cannot process for funds without a current resolution.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds.
List the organization(s) below. (Use additional pages if necessary)
Escambia County Emergency Medical Services

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:_____ DEPUTY CLERK

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries =	$ 0.00
TOTAL FICA & Other Benefits =	
Total Salaries & Benefits =	**$ 0.00**

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	**Amount**
Total Expenses =	**$ 0.00**

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	**Amount**
Adtemp427 Temple Touch Thermometer x35@13.59ea	**475.65**
NeoMate Pediatric/Neonatal Restraint System x35@426.00ea	**14910.00**
Patrol Bicycle x4@2155.75	**8622.82**
Patrol Helmets x8@50.00	**400.00**
Active Shooter kits (various components added)	**14000.76**
Brayden CPR Training Mannequin 2@ 490.00	**980.00**
Simulaid Pediatric ALS trainer x2@894.00	**1788.00**
LifePack 1000 AED w/ 3-lead monitoring/viewing capability x2@3767.00	**7534.00**
	48711.23
Total Vehicles & Equipment =	
Grand Total =	**48711.23**

FLORIDA DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES (EMS) GRANT SECTION

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:
The agency name, address, and federal ID number **must** be in the state MyFloridaMarketPlace (MFMP) system. Ask a finance person who does business with the state for your organization to provide these.

Name of Agency: **Escambia County Board of County Commissioners**

Mailing Address: **221 Palafox Place, STE 400**

Pensacola, FL 32502

Federal Identification number: **VF 59-60000598**

Authorized County Official: _____
Signature **Date**

Jeff Bergosh, Chairman, Escambia County BCC
Type or Print Name and Title

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Sign and return this page with your application to:

Florida Department of Health
Emergency Medical Services Section, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722

Do not write below this line. For use by State Emergency Medical Services Program

Grant Amount for State to Pay: $_____ Grant ID: Code: C60_____

Approved By: _____ _____
Signature of State EMS Grant Officer Date

State Fiscal Year: 2017 - 2018

Organization Code	E.O.	OCA	Object Code	Category
64-61-70-30-000	05	SF005	750000	059998

Federal Tax ID: VF _ _ _ _ _ _ _ _ _

Grant Beginning Date: _____ Grant Ending Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/14/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13398 **County Administrator's Report 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Verizon GSA-Federal Supply Schedule for the Public Safety Department
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the GSA-Federal Supply Schedule with Verizon Wireless for the Public Safety Department - Michael D. Weaver, Public Safety Department

That the Board take the following action regarding GSA-Federal Supply Schedule with Verizon Wireless for the Public Safety Department, Emergency Medical Services Division:

A. Approve utilizing the GSA-Federal Supply Schedule with Verizon Wireless for the purchase of 32 cellphones that will be placed in each ambulance, with a monthly charge of $45 (estimated) per phone;

B. Authorize a Change Order to Purchase Order 180051, Vendor Verizon Wireless, in the amount of $13,500; and

C. Authorize the Chairman to sign the GSA-Federal Supply Schedule Purchase Order.

The EMS Division is requesting the cellphones be added to each operational ambulance. The addition of the new phones will enhance safety and communication of EMS crews. It will allow for a secured means of contact with medical control, dispatch, and command staff. It will also allow for dispatch and command staff to push secure communications to EMS units and provide additional information that may not be suitable for radio communications. The devices will enable the capability to add certain apps to these phones that can enhance access to protocols and medical treatments.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS, Object Code 54101, Communications]

BACKGROUND:

The EMS Division is requesting the Verizon GSA Supply Schedule to be approved so that it may add cell phones to each operational ambulance. The addition of the new phones are budgeted and will enhance safety and communications of EMS crews. It will allow for a second means of contact with medical control, dispatch and command staff. It will also allow for dispatch and command staff to push secure communications to EMS units and provide additional information that may not be suitable for radio communications. The devises will enable the capability to add certain apps to these phones that can enhance access to protocols and medical treatments.

BUDGETARY IMPACT:

Funding is available in Fund 408, Emergency Medical Services, Cost Center 330302 EMS, Object Code 54101, Communications.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract has been reviewed by Kristin Hual, Assistant County Attorney and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106-Multi-year Lease and Lease Purchase Agreements.

IMPLEMENTATION/COORDINATION:

Once the agreement has been signed the Public Safety Department will work with the Office of Purchasing in order to obtain a purchase order for the outlined services.

Attachments

GSA-Federal Supply Schedule

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verizon wireless

Escambia County EMS

GSA-Federal Supply Schedule Purchase Order

Date:	December 13, 2017
Vendor:	Verizon Wireless
Vendor Address:	7600 Montpelier Road Laurel, MD 20723
Vendor Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	
Authorized By:	By signing below, I certify that I have legal authority to bind the listed government agency, that my agency is authorized to purchase under the GSA Federal Supply Schedule and that the use of all products/services purchased is for authorized government use. Agency Name: Escambia County BCC Signature of Authorized Official: _____ Printed or typed name: Jeff Bergosh , Chairman Printed or typed title: Chairman, Escambia County BCC
Contact Information:	Email address: tlwilliams@co.escambia.fl.us Phone number: (850) 471-6425 FAX number:
Billing Information:	Escambia County EMS 6757 North W Street Pensacola, AL 42505 Acct# 622993544-00001
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 130 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): Various Equipment: Various
Term:	December 6, 2017 for 12 months through 2018 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 130 Lines (Estimated) $6,000.00 Equipment charge(s) on 130 Lines (Estimates) $10,000.00 Total Access and Equipment Fees on 130 lines (Estimate) $82,000.00 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P, all terms and conditions are incorporated by reference
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and/or accessories are "Open Market" items. Various
Miscellaneous:	Specify Phones, Delivery, Etc.: Various
Customer Acceptance:	

For Verizon Wireless internal use only: Approval: _____ Date: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/14/17

verizonwireless

	Signature: _____ Date: _____

For Verizon Wireless internal use only: Approval: _____ Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13372 **County Administrator's Report 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: SBA #030 - Sheriff's Department Justice Assistance Grant (JAG) Funds
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #030 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #030, Other Grants and Projects Fund (110), in the amount of $141,950, to recognize Grant proceeds from Fiscal Year 2016/2017 Budget to Fiscal Year 2017/2018, for a Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department, for sworn officer overtime pay and fringe benefits associated with street level crime prevention bike patrol activities.

BACKGROUND:

Escambia County Sheriff's Department was awarded the Department of Justice Edward Byrne Memorial Justice Grant (2016-DJ-BX-1080) for street level crime prevention activities on 08/18/2016. These funds were to be used for salaries for officers to do additional bike patrols in areas or communities with increased calls for service from the Sheriff's department. No expenditures were made during FY2016/17 budget year. This resolution moves these funds into the current FY2017/18 Budget year for overtime and fringe benefits.

BUDGETARY IMPACT:

This amendment will increase Fund 110 (Other Grants and Projects Fund) by $141,950.

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#030

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

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 Sheriff's Office was awarded Edward Byrne Memorial Justice Assistance Grant funds for sworn officer overtime associated with bike patrols and related street crime, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
JAG #2016-DJ-BX-1080	110	331284	141,950
Total			**141,950**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Aids to Governmental Agencies	110/540198	58101	141,950
Total			**141,950**

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: 2017.12.15 09:37:56 -06'00'

OMB Approved

Supplemental Budget Amendment
 # 030

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13386 **County Administrator's Report 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Interfund Loan - Mass Transit
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interest-Free Interfund Loan between the General Fund (001) and the Mass Transit Fund (104) - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Approve a revolving interfund loan from the General Fund (001) to the Mass Transit Fund (104), in an amount not to exceed $1,500,000, to cover temporary cash shortfalls until Grant reimbursements are received; and

B. Waive all interest payments on any outstanding balance on this revolving interfund loan.

This interfund loan request is necessary due to the Federal Transit Authority releasing the final apportionment of 2017-5307 funds in August 2017 and then shutting down TrAMS in September 2017 for year end. FTA and agencies did not have the time required to process all the Grant Applications for this final apportionment before TrAMS shut down. Grant Applications are in the review process for execution.

BACKGROUND:

This Board action will allow a temporary cash loan to be made from the General Fund to the Mass Transit Fund on an as-needed basis; loan proceeds are then repaid when FTA Grant funds are received.

This interfund loan request is necessary due to the Federal Transit Authority releasing the final apportionment of 2017-5307 funds in August 2017, and then shutting down TrAMS in September 2017 for year end. FTA and agencies did not have the time required to process all the grant applications for this final apportionment before TrAMS shut down. Grant applications are in the review process for execution.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board must approve interfund loans.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

ECAT Interfund Loan Backup

MASS TRANSIT:

Expense:	ECAT
October	291,808.19
November	1,050,843.37
December	342,355.35
Total Expense:	**1,685,006.91**

Revenue:	Farebox	Grants	Advertising	County Vehicle Maint.	LOFT	Misc. Rev.
October	95,899.10	0.00	28,969.00	10,689.74	0.00	945.98
November	78,815.33	0.00	20,857.40	12,344.63	385,323.76	449.08
December	14,727.99	0.00	0.00	0.00	0.00	0.00
Total:	**189,442.42**	**0.00**	**49,826.40**	**23,034.37**	**385,323.76**	**1,395.06**
Total Revenue:	**649,022.01**					

Net Revenue/Expense	**(1,035,984.90)**

Grant Draws:

Name:	Amount:	Source:	Year:
Preventative Maint	500,000.00	5307	FY2017
ADA	151,973.00	5307	FY2017
Operating Assistance	733,148.00	5307	FY2017
Preventative Maint	300,000.00	Flex Funds	FY2017
Total Grants:	**1,685,121.00**		

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13295 **County Administrator's Report 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Acceptance of a Drainage Easement for the Mayfair-Algiers Drainage Improvement Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement for 4551 Bridgedale Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a drainage easement (approximately 0.05 acres) from Alfred L. Bush and Marsha G. Bush, for property located at 4551 Bridgedale Road:

A. Accept the donation of a drainage easement (approximately 0.05 acres) located at 4551 Bridgedale Road, from Alfred L. Bush and Marsha G. Bush, for drainage improvements;

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: Fund 352, LOST III, Account Code 210107/56301, Project #16EN3542 - "Mayfair/Algiers"]

BACKGROUND:

On August 3, 2017, the Board accepted a drainage easement from Mr. and Mrs. Bush for the Mayfair-Algiers Drainage Improvement Project. The previously accepted drainage easement is located along the south property line of 4551 Bridgedale Road. That easement was to allow the County to install a new pipe to replace the deteriorating pipe that was failing.

Upon further evaluation, there were utility conflicts in the area where the new pipe was to be placed and the existing pipe was too damaged to be filled properly. Additionally, the existing pipe also led to holes in the property owner's yard, causing safety concerns. The pipe must now be removed and replaced with a reinforced concrete pipe. The new donated drainage easement, that runs diagonally across the southeast corner of the property, will be used to access and replace the failed stormwater pipe. The construction area will then be restored and stabilized.This pipe ties into the existing system at a manhole in the easement between Algiers Street and Waltham Street. It is a continuation of Phase I and II pipe replacement of the Mayfair-Algiers Drainage Improvement Project.

BUDGETARY IMPACT:

Funds for the project are available in Fund 352 LOST III, Account Code 210107/56301, Project #16EN3542 "Mayfair/Algiers".

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 of the 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 - Bush

Aerial Map - Bush

Prepared by:

Kara Johnson
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Mayfair Algiers Drainage Project
12-2S-30-8000-001-008

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 28th day of November, 2017, by and between Alfred L. Bush, and Marsha G. Bush, husband and wife, whose mailing address is 4551 Bridgedale Road, Pensacola, FL 32505 (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 12, Township 2S, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTORS:

Witness _____
Print Name Kara Johnson

Witness _____
Print Name Thressa W Berry

By: _____
Alfred L. Bush

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of November, 2017, by Alfred L. Bush. He (_) is personally known to me, or (✓) produced current Drivers License as identification.

_____
Signature of Notary Public

(Notary Seal)

Kara Johnson
Printed Name of Notary Public

KARA JOHNSON
Notary Public - State of Florida
Commission #GG127515
My Commission Expires
July 24, 2021

Witness _____
Print Name Kara Johnson

Witness _____
Print Name Theresa W Berry

By: _____
Marsha G. Bush

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of November, 2017, by Marsha G. Bush. She (_) is personally known to me, or (✓) produced current Drivers License as identification.

_____
Signature of Notary Public

(Notary Seal)

KARA JOHNSON
Notary Public - State of Florida
Commission #GG127515
My Commission Expires
July 24, 2021

Kara Johnson
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2018, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2018,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

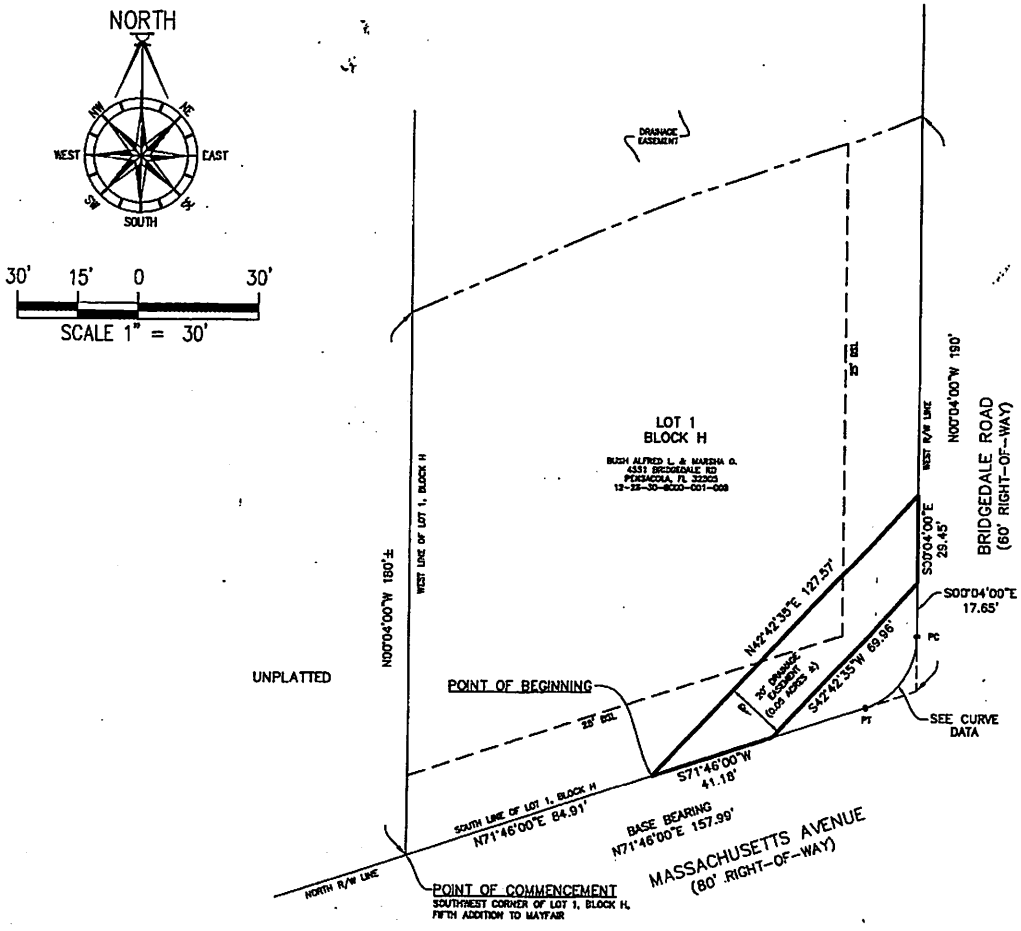
_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

[SEAL]

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Dec. 21, 2017



LEGEND:
PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
PT –POINT OF TANGENCY
PC –POINT OF CURVATURE
BSL –BUILDING SETBACK LINE

CURVE DATA				
RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
25.00'	71°50'00"	31.34'	29.33'	S35°51'00"W

SURVEYORS NOTES:
- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
- NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
- NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
- ERROR OF CLOSURE MEETS STANDARDS OF PRACTICE.
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
- BASIS OF BEARING: NORTH R/W LINE OF MASSACHUSETTS AVENUE AS N71°46'00"E.
- REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF PLAT OF FIFTH ADDITION TO MAYFAIR, PLAT BOOK 7, PAGE 34.
- ENCROACHMENTS ARE AS SHOWN.
- THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP NOR AN ENCROACHMENT OF FENCES, WALLS, ETC.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION AS FOLLOWS:
  ZONE: "X"
  ELEVATION: N/A
  PANEL NUMBER: 12033C 0360 G
  AS DATED: 09/29/06
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.

DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)
A 20' WIDE DRAINAGE EASEMENT, BEING A PORTION OF LOT 1, BLOCK H, FIFTH ADDITION TO MAYFAIR, BEING A SUBDIVISION OF A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 7, PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK H;
THENCE GO NORTH 71 DEGREES 46 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, AND THE NORTH RIGHT-OF-WAY LINE OF MASSACHUSETTS AVENUE (80' R/W), A DISTANCE OF 84.91 FEET TO THE POINT OF BEGINNING;
THENCE DEPARTING SAID SOUTH LOT LINE, AND NORTH RIGHT-OF-WAY LINE GO NORTH 42 DEGREES 42 MINUTES 35 SECONDS EAST A DISTANCE OF 127.57 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BRIDGEDALE ROAD (60' R/W);
THENCE GO SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 29.45 FEET;
THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE GO SOUTH 42 DEGREES 42 MINUTES 35 SECONDS WEST A DISTANCE OF 69.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID MASSACHUSETTS AVENUE;
THENCE GO SOUTH 71 DEGREES 46 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 41.18 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.05 ACRES, MORE OR LESS.

ADDRESS: MASSACHUSETTS AVENUE						
REQUESTED BY: TOM HAMMOND						
TYPE: DESCRIPTION SKETCH						
SECTION 12, TOWNSHIP- 2 - SOUTH, RANGE- 30 - WEST, ESCAMBIA COUNTY						
SCALE: 1"=30'	FIELD BOOK	PAGE	CREW	FIELD DATE:	DRAWN BY:	CHECKED BY:
DATE: 06/07/17	N/A	N/A	N/A	N/A	JSP	
NO.:	DATE:	REVISIONS:				APPROVED BY:
1	08/13/17	REVISED LEGAL DESCRIPTION - JSP				
2	10/27/17	REVISED BOUNDARY AND LEGAL DESCRIPTION - JSP				
3	11/03/17	REVISED PER COUNTY COMMENTS - JSP				

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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

KENNETH J. MUNIZ PSM #4833
CORPORATE NO. LB 0007919
STATE OF FLORIDA
11/3/17

KJM
Land Planning, LLC.
Kenneth J. Muniz
Professional Surveyor and Mapper
1918 W. Avery St.
Pensacola, FL 32501
850-438-0202 Fax 850-438-1307

DRAWING NUMBER
16-16980 A

FILE No. _____

Exhibit "A"

Mayfair-Algiers Drainage Improvement Project
4551 Bridgedale Road

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 11/20/17 DISTRICT 2

Bush Property

Previously Accepted Drainage Easement

20' Drainage Easement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13367 **County Administrator's Report 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Interlocal Agreement between Escambia County, Florida and City of Pensacola Relating to Roadway Resurfacing
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola Relating to Roadway Resurfacing - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola, Relating to Roadway Resurfacing:

A. Approve the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola Relating to Roadway Resurfacing; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0208, "Resurfacing"]

BACKGROUND:

This Interlocal Agreement between Escambia County and the City of Pensacola is for the resurfacing of roadways that cross jurisdictional boundaries.

In February 2017, the City approached County Staff to partner on their proposed resurfacing project. The roadways included in the Interlocal were reviewed and approved by County Staff. County Staff drafted an Interlocal Agreement with the assistance of the County Attorney's Office, and the Agreement was forwarded to the City for execution. County Staff did not receive the partially executed document. Thereafter, the City proceeded with their project, and the described work is now complete. After realizing the Agreement was never fully executed and the originals were lost, the City executed newly finalized originals of the same document on November 30, 2017.

As provided in the Agreement, reimbursement shall not exceed $100,000.00, and the

actual amount requested as reimbursement by the City is $84,763.37.

The subject roadway(s) are as follows (Scope of Work shall include the milling, resurfacing and raising of manholes and valves as necessary):

Boland Place from West Jackson Street to City Limits
North "U" Street from West Gadsden Street to the City Limits
North "V" Street from West Gadsden Street to the City Limits
West Strong Street from North "W' Street to the City Limits
North "V" Street from West DeSoto Street to the City Limits
North "U" Street from West DeSoto Street to the City Limits
North "S" Street from West DeSoto Street to the City Limits
North "R" Street from West DeSoto Street to the City Limits
North "Q" Street from West Strong Street to the City Limits
West Strong Street from North "Q" Street to the City Limits
North "P" Street from West Strong Street to the City Limits
West Strong Street from North Pace Boulevard to the City Limits
West DeSoto Street from North Pace Boulevard to the City Limits
West Gonzalez Street from North Pace Boulevard to the City Limits
West Lloyd Street from North Pace Boulevard to the City Limits
West Lee Street from North Pace Boulevard to the City Limits
North "J" Street from West Hernandez Street to the City Limits
West Jordan Street from North "B" Street to the City Limits
North Spring Street from West Bobe Street to the City Limits;
West Bobe Street from North Spring Street to the City Limits
North Baylen Street from West Yonge Street to the City Limits

BUDGETARY IMPACT:

Funds are available in Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #08EN0208 "Resurfacing"

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was approved by Kristin Hual, Senior Assistant County Attorney, and found to be in order and legally sufficient.

PERSONNEL:

The Public Works Department/Engineering Infrastructure Division, will implement the requirements of the Interlocal Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Requirements of the Interlocal Agreement will be implemented by Escambia County personnel.

Attachments

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA RELATING TO ROADWAY RESURFACING

THIS AGREEMENT is made by and between Escambia County Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the City has undertaken certain road reconstruction and resurfacing work within its jurisdiction that is necessary to ensure the continued health, safety, and welfare of the citizens of Escambia County; and

WHEREAS, the County owns and maintains a portion of said roadways and is willing to contribute funds for the cost of resurfacing said portions that lie within the County's jurisdictional boundaries.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and the City 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 The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the resurfacing of roadways that lie within the County's jurisdictional boundaries as provided herein.

ARTICLE 2
Responsibilities of Parties

2.1 In consideration of the faithful performance by the City of the work described in **Exhibit "A"**, which is attached hereto and incorporated by reference herein, the County agrees to contribute funds in accordance with the terms of this Agreement for the cost of resurfacing all roadways that lie within the jurisdictional boundaries of the County in the amount hereinafter set forth in Section 4.1.

2.2 The City agrees to contract with a third party to fully perform and complete in a good workmanlike manner the work described in **Exhibit "A"**.

2.3 The City agrees to convey such road improvements to the County. This work by the City shall be carried out in a prompt and diligent manner.

2.4 This Agreement, after being properly executed by all parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. Escambia

County shall be responsible for such filing.

ARTICLE 3
Contract Time

3 .1 It is anticipated by the parties that the time for completion of the work described in **Exhibit "A"** shall be within one (1) year from commencement of construction.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse City for project costs related to the work described in **Exhibit "A"** in an amount not to exceed **One Hundred Thousand Dollars ($100,000.00)**.

4.2 Upon request, the City shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify any and all project costs related to the work described in **Exhibit "A"**.

4.3 Invoices and other requests will be sent to:

Escambia County
Cooper Saunders
3363 West Park Place
Pensacola, Florida 32505

4.4 Payments and other requests will be sent to:

City of Pensacola
Ryan Novota
2757 North Palafox Street
Pensacola, Florida 32501

ARTICLE 5
Ownership of Improvements

5.1 Title to the improvements specified in **Exhibit "A"** shall pass to the County subsequent to payment by the County to the City as provided herein and acceptance of the work. The County shall, upon reasonable notice, have the right to inspect all such work prior to the City accepting it.

ARTICLE 6
Warranty

6.1 The City shall obtain and shall assign to the County all express warranties given to the City regarding the subject road work paid for by the County.

6.2 If within one (1) year, any work is found to be defective or not in conformance with applicable contract documents, the City shall reasonably cooperate with the County regarding the enforcement of any warranty referenced in paragraph 6.1, above. These warranties are in addition to those implied warranties, if any, to which the County may be entitled as a matter of law.

ARTICLE 7
Easements

7.1 The County shall cooperate with the City in obtaining such other easements and rights of way as may be required for successful completion of this work.

ARTICLE 8
Force Majeure

8.1 In the event that performance by the County or the City 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 that 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 9
General Provisions

9.1 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 the City in connection with this Agreement are and shall remain the property of the City whether the work for which they were made is completed or not.

9.2 Termination: This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination, in which event the City shall be paid compensation for all work performed by both it and its contractor(s) prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

9.3 Public 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) calendar days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

9.4 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. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors and the City of Pensacola and its successors.

9.5 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.

9.6 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.7 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 be in the County of Escambia.

9.8 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 either 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, said party shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.9 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.

9.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

9.11 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:
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 Circuit Court

Date: _____

BCC APPROVED: _____

By: _____
Deputy Clerk

(SEAL)

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: _____ FOR
ASHTON J. HAYWARD, III, MAYOR

ATTEST:

Date: 11/30/2017

By: _____
City Clerk

This document approved as to form and legal sufficiency

_____
City Attorney

This document approved as to content

_____
Department

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/29/17

Exhibit "A"

Scope of Work

The scope of work shall include the following:

Milling, resurfacing, and the raising of manholes and valves as necessary.

The subject roadway(s) are the following:

Boland Place from W Jackson Street to City Limits;
North "U" Street from West Gadsden Street to the City Limits;
North "V" Street from West Gadsden Street to the City Limits;
West Strong Street from North "W" Street to the City Limits;
North "V" Street from West DeSoto Street to the City Limits;
North "U" Street from West DeSoto Street to the City Limits;
North "S" Street from West DeSoto Street to the City Limits;
North "R" Street from West DeSoto Street to the City Limits;
North "Q" Street from West Strong Street to the City Limits;
West Strong Street from North "Q" Street to the City Limits;
North "P" Street from West Strong Street to the City Limits;
West Strong Street from North Pace Boulevard to the City Limits;
West DeSoto Street from North Pace Boulevard to the City Limits;
West Gonzalez Street from North Pace Boulevard to the City Limits;
West Lloyd Street from North Pace Boulevard to the City Limits;
West Lee Street from North Pace Boulevard to the City Limits;
North "J" Street from West Hernandez Street to the City Limits;
West Jordan Street from North "B" Street to the City Limits;
North Spring Street from West Bobe Street to the City Limits;
West Bobe Street from North Spring Street to the City Limits; and
North Baylen Street from West Yonge Street to the City Limits.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13384 **County Administrator's Report 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Change Order to Mott MacDonald Florida, LLC on Contract PD 12-13.066 Detroit Blvd. Safety Upgrade Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald Florida, LLC) for the Detroit Boulevard Safety Upgrade Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald, Florida, LLC) for the Detroit Boulevard Safety Upgrade Project:

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	$84,610.00
Vendor:	Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald Florida, LLC
Project Name:	Detroit Boulevard Safety Upgrade Project
Contract:	PD 12-13.066
PO#:	161148
CO#:	1
Original Contract Award:	$328,006.46
Cumulative Amount of Change Orders Through this CO:	$84,610.00
New Contract Amount:	$412,616.46

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #13EN2523, Detroit Blvd. Safety Upgrade Project]

BACKGROUND:

On April 7, 2016, the Board approved a Contract Amendment between Escambia County, Florida and Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald Florida, LLC), adding design services to Contract PD 12-13.066 Detroit Boulevard Safety Upgrade Project.

This change order is for additional design services and funding for Mott MacDonald Florida LLC (formerly Hatch Mott MacDonald Florida, LLC) for Detroit Blvd Safety Improvements, in the amount of $84,610.00, to complete the roadway between Cove Avenue to US 29. After a thorough review, the County has agreed that the remaining original fee can be transferred to complete the segment.

Phase 1 (30% concept) was a study to determine whether the project could move forward. Once completed, design (Phase 2) began between Pine Forest Road to US 29, excluding the bridge. The Consultant was issued a Notice to Proceed to continue with 100% design. Due to property acquisition issues, eventually, the project was broken into segments to address timing of construction.

Currently, the Detroit and Pine Forest Intersection Improvements have been designed and constructed. The roadway from Pine Forest to Cove Avenue is the rural segment that has real estate acquisition issues and cannot proceed until the right of way can be acquired. This change order is for the urban segment between Cove Avenue and U.S. 29, is currently at 60% design and will soon be ready to proceed to 90% design with alignment changes. The east intersection at US 29 will be constructed by Florida Department of Transportation (FDOT).

Due to property acquisition near the Detroit Boulevard Bridge, the bridge was redesigned and the alignment shifted to the south. The shift south not only affected the intersection of Cove Avenue but also the east end of Detroit. This segment had to be reanalyzed and redesigned to match the new alignment of the bridge. The services for this change order include additional roadway redesign and drainage analysis, legal description adjustments, construction plans and specifications, utility coordination, public involvement, railroad and FDOT permitting, and bidding assistance, as necessary for this rural section.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #13EN2523 Detroit Blvd. Safety Upgrade Project.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Backup for Change Order 1

Purchase Order with backup

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Detroit Boulevard Safety Improvements
Project ID:
Location: Cove Avenue to US 29
Project Manager: Elizabeth Bush
Date: 11/14/2017

Joy Jones
cn=Joy Jones, o=Public Works, ou=Engineering, email=djjones@myescambia.com, c=US
2017.12.13 17:11:19 -06'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is an RFF for additional services and funding for Mott-MacDonald (MM) for Detroit Blvd Safety Improvements in the amount of $84,610.00. Please see attached documents for a detailed description of services being requested.

Attached backup documentation 6 page (s).
RFF/NTP Start Date 8/27/2018 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 365 calendar days.
8/27/2019 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD		Contractor		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD		Consultant		$ 84,610.00
Funds for Original Work Order				
Funds for Change Order #				
Contract PD		Contractor		
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PD		Contractor		
Funds for				
New Balance of CIP Project			$ -	$ (84,610.00)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition
Date:

This is an RFF for additional services and funding for Mott-MacDonald (MM) for Detroit Blvd Safety Improvements in the amount of $84,610.00 to complete Segment 4 (Cove Avenue to US 29) improvements only. Along with this change, the Consultant has determined the remaining fee can be transferred to complete the efforts, for this portion only, of Detroit Boulevard.

Phase 1 (30%) of the project was for MM to perform a study to determine whether the project could move forward. Once the study was completed, MM was proposing Phase 2, which consisted of completing the design for one project to be constructed between Pine Forest Road and US 29. MM was issued a Notice to Proceed for Phase 2 and continued to the 60% design of the project. Due to the property acquisition, the project was broken into segments to address timing of construction.

Segment 1 (Detroit and Pine Forest Intersection Improvements) has been designed and completed. Segment 2 (Pine Forest to Cove Avenue) is the rural segment that has real estate acquisition issues and is on hold until the R/W can be acquired. Segment 3 (Detroit and Cove Bridge Replacements) was designed under a different contract and will start construction soon. Segment 4 (Cove Avenue to US 29) is the urban segment that is moving forward is at 60% design and will soon be ready to proceed to 90% design with alignment changes. Segment 5 (Detroit and US 29 Intersection) will be constructed by FDOT.

Due to property acquisition near the Detroit Blvd Bridge, MM had to redesign the bridge and shift the alignment to the south. The shift south not only effected the intersection of Cove Avenue but also the west end of Segment 4. This segment had to be reanalyzed and redesigned to match the new alignment of the bridge.

The additional funding will cover services needed to redesign the bridges and corridor that were affected by property acquisition. The services include additional roadway redesign and drainage analysis, legal description adjustments, construction plans and specifications, utility coordination, public involvement, railroad and FDOT permitting, and bidding assistance, necessary for the now phased construction. The total cost of additional services will be $84,610.00, for a new contract amount of $412,616.48. The additional services will also require additional time in the amount of 365 days for a new contract completion date of August 27, 2019. Please see the attached documents for additional information.

MOTT MACDONALD

Mrs. Elizabeth Bush
Construction Manager
Engineering Division of
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Your Reference
Detroit Blvd Phase II Improvements from Pine Forest Rd. (SR 297) to Pensacola Blvd. (SR 95/US 29)

Our Reference
Project No. 330920

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
www.mottmac.com/americas

Additional Services – Change Order #1

October 9, 2017

Dear Mrs. Bush:

Mott MacDonald (Consultant) is pleased to submit our scope to provide additional services for the Detroit Blvd. Phase II Improvements project previously authorized by Escambia County (County). Based on recent conversations, the Consultant understands the County desires to only pursue improvements for the Eastern segment of Detroit Blvd. due to the extensive property acquisition that would be required for the entire corridor. For the purposes of this scope, these limits are defined from Cove Avenue east to the connection with the Florida Department of Transportation (FDOT) project at SR 95 (US 29).

Mott MacDonald was asked to review the original scope of services to determine if the remaining scope and fee can be reallocated towards completing the Eastern improvements only. After a thorough review, the Consultant has determined the remaining fee can be transferred to complete the efforts for the Eastern only portion of Detroit Blvd., with the exceptions outlined below.

This project has evolved since the original scope was defined. The entire Detroit Blvd. corridor was originally designed to the 60% phase in conjunction with the Detroit Blvd. and Cove Ave. bridge replacement project. This 60% phase submittal also included required right of way limits for entire corridor's proposed improvements. However, due unforeseen circumstances, the County was not able to acquire a few of the key parcels necessary to construct the original improvements for the Detroit Blvd. and Cove Ave bridge replacement project, therefore, the proposed Detroit Blvd. bridge was required to be completely redesigned, which included moving the entire bridge to the south and realigning a portion of Detroit Blvd.

Further, the Detroit Blvd corridor project has been on hold since the 60% submittal in October 2016, however, extensive coordination tasks have been completed to keep the project moving. The additional services included in this scope revision are related to updating the Detroit Blvd. corridor project to reflect these changes, which include reanalyzing the roadway and drainage aspects, redefining right of way requirements and maps for the entire corridor, providing additional construction plans, permitting services, utility and project coordination, public involvement, and limited construction assistance. This scope is based on our understanding of the project, the level of

effort required to complete the scope of services defined below, as well as experience with projects of similar size.

BASIC SERVICES

TASK 4 – Roadway and Drainage Analysis

This task shall involve preparation of a phasing plan, redefining the required right of way for the corridor and additional roadway and drainage analyses necessary to redesign the safety upgrades for the segment of Detroit Blvd. determined. Roadway efforts included in this task are determining a future phasing plan for the Detroit Blvd. corridor, the establishment of the new horizontal and vertical geometry based on the bridges modifications outlined above, and defining the required right of way for the future acquisition on the entire corridor, including aerial maps with parcel identification. This task shall also involve additional drainage analysis, which includes the establishment of the base clearance for the roadway and the redesign of the storm drain, cross drain, ditch and outfall systems for the project.

TASK 5A – Construction Plans and Specifications Preparation

Bridge Segment of Detroit Blvd.

This task shall involve preparation of additional construction details, additional work required to update the Detroit Blvd. corridor construction plans based on the Detroit Blvd. Bridge Replacement project redesign and redefined right of way requirements. All necessary horizontal and vertical adjustments for both the roadway and drainage components are included in this task.

Railroad Segment of Detroit Blvd.

This task includes the additional work required to coordinate with the Alabama Gulf Coast (AGC) Railroad and FDOT's construction project administrator to design and construct the proposed improvements through the railroad right of way along Detroit Blvd. This task shall include preparation of additional plans required for AGC and FDOT's review and permitting within their right of way. For the purposes of this proposal, it is expected the minor improvements to be designed and constructed through the AGC Railroad will not require separate review set of plans or permit fees from the owner. Should additional plans be required for their review or permit fees be necessary, additional fee will be required.

TASK 6 – Utility Coordination

This task shall include the additional coordination required for the Consultant to determine each affected utility provider for the East and Railroad segments once the redesign is complete and the required right of way finalized. The Consultant shall also attend the County's monthly utility meetings and conduct individual utility coordination meetings at the 90% and 100% design levels. This task shall also involve the development of a utility conflict matrix to show all utilities which may be impacted.

TASK 7 – Public Involvement and Community Outreach

Consultant shall prepare for and facilitate an additional public involvement meeting with the general public. The meeting shall be held following the 60% submittal, with the purpose of presenting the public with the final improvements to be constructed for the Eastern portion, including the Railroad segment. This meeting will be coordinated and scheduled with the Escambia County Engineering Department. The Consultant shall also update the community outreach program to assist the public as

the project progresses. This shall include updating frequently asked questions (FAQ's), preparing and distributing meeting flyers, scheduling and holding two "one on one" meetings, and compiling and responding to comments received from the public regarding the project.

TASK 8 – Permitting

The Consultant will submit and secure a connection permit from the FDOT for the Detroit Blvd. Improvements. This will include pre-application meetings as required, the preparation of permit drawings and applications and the response to comments or requests for additional information received from FDOT. This task also includes additional efforts to coordinate with the NWFWMD and USACE to determine the additional permitting requirements for the Eastern and Railroad segments of Detroit Blvd. defined above. For the purposes of this scope, it is expected that the project will qualify for a GP from the NWFWMD and a nationwide from the USACE. Based on the new regulations that will go in affect from the USACE, we anticipate submitting separate permits to each agency. Should further or individual permits be required from either agency, additional fee will be required.

OPTIONAL SERVICES

TASK 11 – Limited Contract Administration and Construction Observation

This task shall include additional construction assistance and observation for the Eastern segment due to the subsoil conditions encountered during the Detroit Blvd. Intersection Improvements and identified throughout the corridor during the geotechnical investigation. The Consultant will attend the Pre-Construction conference, review submitted shop drawings and respond to requests for additional information made by the Contractor. This task also includes additional assistance for the geotechnical Subconsultant during construction.

The Consultant will also make periodic visits during construction to observe and document the progress of the project and provide progress reports to the County of our observations.

Consultant will perform a final inspection at project completion to determine general conformance with the plans and specifications and provide record drawings of the constructed project.

TASK 12 – Limited Legal Sketch and Descriptions

This task shall include preparation of legal sketch and descriptions necessary to define required right of way or temporary and/or permanent easements for the entire Detroit Blvd. corridor to be used for property acquisition for the Eastern segment and any future phases. For the purposes of this scope, an allowance of thirty-nine (39) right of way sketch and descriptions will be assumed. This task shall also include miscellaneous surveys, research and mapping efforts associated with defining the maintained and required right of way for Detroit Blvd.

TASK 14 – Permitting Fees

This task is an allowance to cover any necessary permitting fees associated with the additional permitting requirements outlined above.

MOTT MACDONALD

SUMMARY

We look forward to finishing this important project for the County, and will gladly answer questions you may have regarding this revision to the original scope of services.

Best regards,
Mott MacDonald FLORIDA, LLC

Thomas A. McLendon, PE
Senior Project Engineer

David D. Skipper, PE
Vice President

Project Name: Detroit Boulevard Safety Upgrades Phase II
Project No. : 330920
Client: Escambia County
Prepared By: TAM
Date: October 9, 2017
Revision: 2

MOTT MACDONALD

Detroit Blvd. Safety Upgrades Phase II Additional Services - Change Order # 1		Projected Manhours							
		Project Manager	Project Engineer	Engineer III/IV	Engineer I/II	Designer V	Technician I	Line Item Sub-Total	Task Sub-Total
Task	Description	$135.00	$125.00	$100.00	$80.00	$110.00	$50.00		
	BASIC SERVICES								
4.0	**Roadway and Drainage Analysis**								
	4.6 Prepare phasing plan, redefine right of way and additional design analyses	24	40		32		60	$ 13,800.00	
	Sub-Total	24	40	0	32	0	60	$ 13,800.00	$ 13,800.00
5A	**Construction Plans and Specifications Preparation - Detroit Blvd. Corridor**								
	5A.4 Update horizontal and vertical geometry and drainage components for Bridge Segment	8	16		24	8	24	$ 7,080.00	
	5A.5 Coordinate with AGC and FDOT, prepare and distribute additional plans for Railroad Segment	12	16		4		8	$ 4,340.00	
	Sub-Total	20	32	0	28	8	32	$ 11,420.00	$ 11,420.00
6.0	**Utility Coordination**								
	6.4 Additional Utility Coordination and Meetings	16	20		8			$ 5,300.00	
	Sub-Total	16	20	0	8	0	0	$ 5,300.00	$ 5,300.00
7.0	**Public Involvement and Community Outreach**								
	7.3 Additional Public Involvement Coordination and Meetings	16	16	4		4	40	$ 7,000.00	
	Sub-Total	16	16	4	0	4	40	$ 7,000.00	$ 7,000.00
8.0	**Permitting**								
	8.4 Obtain FDOT connection permit, prepare dredge and fill exhibits, and attend additional pre-application meetings	12	16		28	8	32	$ 8,340.00	
	Sub-Total	12	16	0	28	8	32	$ 8,340.00	$ 8,340.00
	BASIC SERVICES Sub-Total	**88**	**124**	**4**	**96**	**20**	**164**	$ 45,860.00	**$ 45,860.00**
	OPTIONAL SERVICES								
11.0	**Limited Construction Administration and Observation**								
	11.6 Attend Additional Pre-Construction and Progress Meetings and Construction site visits	80	80			20		$ 23,000.00	
	Sub-Total	80	80	0	0	20	0	$ 23,000.00	$ 23,000.00
12.0	**Limited Legal Sketch and Descriptions**								
	12.2 Survey Subconsultant - Additional Legal Sketch and Descriptions							$ 9,750.00	
	12.3 Survey Subconsultant - Additional Misc. Survey, Research and R/W Mapping							$ 3,500.00	
	Sub-Total	0	0	0	0	0	0	$ 13,250.00	$ 13,250.00
14.0	**Permitting Fees**								
	14.2 Permitting Fees Allowance							$ 2,500.00	
	Sub-Total	0	0	0	0	0	0	$ 2,500.00	$ 2,500.00
	OPTIONAL SERVICES Sub-Total	**80**	**80**	**0**	**0**	**20**	**0**	**$ 38,750.00**	**$ 38,750.00**
	Project Total	**168**	**204**	**4**	**96**	**40**	**164**	**$ 84,610.00**	**$ 84,610.00**

PURCHASE ORDER NO. 161148

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
081206 FAX: 850-505-0265
HATCH MOTT MACDONALD FLORIDA LLC
220 WEST GARDEN ST, STE 700
PENSACOLA FL 32502

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 04/19/16	BUYER: PAUL NOBLES	REQ. NO.: 16001295	REQ. DATE: 04/12/16
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 12-13.065	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CONTACT DAVID FORTE AT 850-595-3595 WITH ANY QUESTIONS.		
01	1.00	LOT	CONTRACT PD 12-13.065 - AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR THE DETROIT BOULEVARD SAFETY UPGRADE PROJECT. BCC APPROVAL 04/07/2016	328006.4600	328,006.46

066
xxx

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	328,006.46	13EN2523

PAGE TOTAL	$	328,006.46
TOTAL	$	328,006.46

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY

Original Purchase Order

600 1295
16114 8

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 12-13.066)

THIS AMENDMENT is made and entered into this day 29th of March, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on December 5, 2013, the County previously entered into an Agreement for Professional Consulting Services (PD 12-13.066) with Consultant for safety upgrades for a portion of Detroit Boulevard extending from Pine Forest Road to Highway 29 in Escambia County, Florida (hereinafter referred to as the "Project"); and

WHEREAS, the Project was to be accomplished in two phases with Phase I to include preliminary engineering and surveying work necessary to determine the scope of Phase II; and

WHEREAS, upon completing Phase I, the Consultant provided a proposed scope of work for Phase II to include the design, permitting, and construction observation services necessary for the completion of the Project; and

WHEREAS, the parties have agreed to amend the Agreement to include the scope of work, schedule for completion, and fee schedule for Phase II, Tasks 1-14; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that the Consultant's Federal tax identification number is 59-1294824.

3. The Scope of Work for Phase I, Tasks 1-9 attached as Exhibit "A" to the Agreement is hereby amended to include the Scope of Work for Phase II, Tasks 1-14, attached hereto as Exhibit 1.

4. The Schedule for Completion of Phase I, Tasks 1-9 attached as Exhibit "B" to the Agreement is hereby amended to include the Schedule for Completion of Phase II, Tasks 1-14, attached hereto as Exhibit 2.

5. Paragraphs 2.1 and 5.1 of the Agreement are hereby amended to reflect that the County shall pay Consultant a total amount of $328,006.48 for tasks identified as Phase II, Tasks 1-14 of the Project.

6. The Fee Schedule for Phase I, Tasks 1-9 attached as Exhibit "C" to the Agreement is hereby amended to include the Fee Schedule for Phase II, Tasks 1-14, attached hereto as Exhibit 3.

7. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

8. The effective date of this Amendment shall be on the date last executed by the parties.

9. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: 4/12/16

CONSULTANT: Hatch Mott MacDonald, Florida, LLC

Witness

Witness

By: _____
Vice President

Date: March 29, 2016

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/23/16

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Contract Amendment between Escambia County, Florida, and Hatch Mott MacDonald Florida, LLC, adding design services for the Detroit Boulevard Safety Upgrades Project (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #13EN2523).

Approved 4-0, with Commissioner Underhill absent

23. Recommendation: That the Board approve, and authorize the County Administrator to execute, the Participating Addendum WSCA-NASPO Cooperative Purchasing Organization Electronic Monitoring of Offenders, Administered by the State of Washington, to enable Escambia County, Florida, to utilize the pricing structure of the Western States Contracting Association-National Association of Purchasing Officers (WSCA-NASPO) Contract #00212, for GPS electronic monitoring services and equipment, which was approved by Board action on February 18, 2016 (Funding Source: Fund 114, Misdemeanor Probation, Misdemeanor Probation Cost Center 290301, Object Code 53401).

Approved 4-0, with Commissioner Underhill absent

24. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and E. Cornell Malone Corporation, per the terms and conditions of PD 15-16.036, Escambia County Roof Replacement - 501 and 511 Church Street, Century, Florida, for a lump sum bid of $146,935 (Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 56201).

Approved 4-0, with Commissioner Underhill absent

Hatch Mott MacDonald

220 West Garden Street, Suite 700
Pensacola, Florida 32502
T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 LB00006783 LC26000216

March 14, 2016

Mr. David Forte
Escambia County Engineering
3363 West Park Place
Pensacola, Florida 32505

Re: **Proposal for Detroit Boulevard Safety Upgrades**
Phase II Improvements from Pine Forest Rd. (SR 297) to Pensacola Blvd. (SR 95/US 29)
HMM Project No. 330920

Dear David,

Hatch Mott MacDonald (HMM) is pleased to submit our proposal to provide additional services for the Detroit Blvd. project previously authorized by Escambia County (County). After completing the preliminary engineering during Phase I, HMM presented our findings to the County for acceptance and approval. The County then requested a proposal to provide design, permitting and limited construction observation services necessary for the construction of the improvements agreed upon during the final coordination meeting for Phase I. This proposal is intended to provide a complete turnkey product and is based on our understanding of the project, the level of effort required to complete the scope of services defined below, as well as past experience with projects of similar size and scope.

BASIC SERVICES

TASK 1 - Limited Topographic Survey

Consultant shall perform limited topographic surveys for the County road rights of way to establish the horizontal and vertical location of all visible and apparent features. This task includes, but is not limited to, collecting miscellaneous topographic shots, locating above ground utilities, wetlands, establishing the right of way line and maintaining traffic safely through the corridor during these tasks. All surveying efforts shall be performed in accordance with State of Florida minimum technical standards and comply with the County's Surveying Departments' requirements.

Lump Sum Fee for Task 1 - $2,715.00

TASK 2 – Geotechnical Exploration

Consultant shall perform a geotechnical investigation in order to determine the pavement designs for the project. This task shall include drilling 26, five (5) foot deep auger borings in the proposed widening areas to evaluate the subgrade conditions present. These shall be spaced approximately on 500 foot

centers, alternating left and right of the center of the roadway. Bulk samples of the subgrade soils will also be collected for the Limerock Bearing Ratio (LBR) testing to determine a design LBR value to use in the pavement design. This task shall also include laboratory soil testing to aid in the classification of the soil and to evaluate and document general material properties. Upon completion of these subtasks, a Roadway Soil Survey report will be written to summarize these efforts performed and document the recommendations.

Lump Sum Fee for Task 2 - $21,030.27

TASK 3 - Jurisdictional Wetland Delineation and Permitting Assistance

This task shall include review and the update of the existing jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection (FDEP) under 62-340 F.A.C. This task shall also include wetland impacts evaluation and scoring, permit application development, mitigation plan development including wetland impact assessment (if required) and functional quantification and final regulatory approval. For the purposes of this proposal, it is expected that the project will qualify for a General Permit (GP) from the Northwest Florida Water Management District (NWFWMD) and a nationwide permit from U.S. Army Corps of Engineers (USACE). Should individual permits be required from either agency, additional fee will be required.

Lump Sum Fee for Task 3 - $6,593.71

TASK 4 - Roadway and Drainage Analysis

This task shall involve the roadway and drainage analyses necessary to design and construct the safety upgrades to Detroit Blvd. for the limits described above. Roadway efforts included in this task are the development of the typical sections and pavement design, establishment of the final horizontal and vertical geometry and the design of the Traffic Control Plan (TCP) to maintain the travelling public during construction. This task shall also involve drainage analysis, which includes the development of a drainage map, establishment of the base clearance for the roadway, and the design of the storm drain, cross drain and ditch systems for the project. The consultant shall also prepare and submit design documentation and construction cost estimates using the latest FDOT and County estimates for each phase submittal.

Lump Sum Fee for Task 4 - $89,460.00

TASK 5A - Construction Plans and Specifications Preparation

This task shall involve preparation of construction plans, specifications and bid documents necessary to construct the proposed improvements. The plans will include, at a minimum, the sheets outlined in Escambia County's Summary of Phase Submittals which are pertinent to the project. Plans shall be submitted at the 60%, 90%, 100% and final design phases. This task shall include addressing and incorporating all comments issued by the County into the next plan phase submittal.

Lump Sum Fee for Task 5A - $84,400.00

TASK 5B – Construction Plans and Specifications Preparation for Intersection Improvement Project

This task includes the additional work required to segment the Pine Forest Road and Detroit Blvd Intersection improvements into a standalone project. All necessary additional plans preparation, specifications preparation, submittal documentation, and quality control are included in this task.

Lump Sum Fee for Task 5B - $15,980.00

TASK 6 - Utility Coordination

This task shall include preparation of plans and coordination with affected utility providers at each design phase submittal. This task shall also include attending Escambia County's monthly utility meetings and conducting utility coordination meetings at the 60% and 90% design levels. This shall also include the development of a utility conflict matrix in order to show all utilities which may be impacted.

Lump Sum Fee for Task 6 - $16,920.00

TASK 7 - Public Involvement and Community Outreach

Consultant shall prepare for and facilitate a public involvement meeting with the general public. The meeting shall be held following the 60% submittal, with the purpose of presenting the public with the final improvements to be constructed. This meeting will be coordinated and scheduled with the Escambia County Engineering Department. The Consultant shall also develop a community outreach program to assist the public as the project progresses. This shall include developing frequently asked questions (FAQ's), preparing and distributing meeting flyers, scheduling and holding two "one on one" meetings, and compiling and responding to comments received from the public regarding the project.

Lump Sum Fee for Task 7 - $15,042.50

TASK 8 - Permitting

This task shall include submitting and securing an Environmental Resource Permit (ERP) through the NWFWMD and Nationwide permit through the USACE as required for construction of the proposed improvements. This task shall also include pre-application meetings as required, the preparation of permit drawings and applications, and the response to comments or requests for additional information received from the NWFWMD and USACE. For the purposes of this proposal, it is expected that the project will qualify for a GP from the NWFWMD and a nationwide permit from USACE. Should individual permits be required from either agency, additional fee will be required.

Lump Sum Fee for Task 8 - $8,300.00

TASK 9 - Peer Review

Consultant shall provide independent peer review services for the above referenced project. This task shall include a comprehensive quality control/assurance review of the 90% phase submittal for consistency with accepted industry standards of practice. The Consultant shall complete phase review within one week from the submittal date. The County shall be copied on all submitted documents, review comments, and responses to comments.

Lump Sum Fee for Task 9 - $8,000.00

TASK 10 – Bidding Assistance and Tabulation

This task shall include those efforts necessary to assist the County during both the competitive bid process of the Detroit Blvd safety upgrade project, as well as the pricing agreement process for the Pine Forest Rd and Detroit Blvd intersection improvement project. Included in this task is response to bidder request for information/clarification, preparation of addenda, completion of the pricing agreement, and attendance at the necessary pre-bid meetings and bid opening. HMM shall review and tabulate each submitted bid to verify calculations and the apparent low bidder.

Lump Sum Fee for Task 10 - $6,645.00

Lump Sum Total for BASIC SERVICES (TASK 1 through 10) - $275,086.48

OPTIONAL SERVICES

TASK 11 - Limited Construction Administration and Observation

This task shall include the following as needed for both the Detroit Blvd Safety Upgrade project as well as the Pine Forest Road and Detroit Blvd intersection improvement project: attendance at pre-construction conferences, shop drawing review, limited construction observation services as necessary only to determine general compliance with the approved and permitted construction plans, preparation of both substantial and final completion letters, preparation of record drawings and certification of the constructed projects to NWFWMD and Escambia County. The record sets of drawings shall be submitted in pdf format.

Fee Allowance for Task 11 - $21,170.00

TASK 12 - Limited Legal Sketch and Descriptions

This task shall include preparation of legal sketch and descriptions necessary to define required right of way or temporary and/or permanent easements used for the construction of the proposed improvements. For the purposes of this scope, HMM assumes an allowance of up to sixty-five (65) right of way sketch and descriptions.

Fee Allowance for Task 12 - $16,250.00

TASK 13 - Limited Subsurface Utility Exploration

This task shall include performing subsurface utility exploration at multiple locations included within the project. Subsurface utilities shall be located horizontally and up to 40 vacuum excavations of existing utilities to determine utility size(s), material(s), and elevations.

Fee Allowance for Task 13 - $15,000.00

TASK 14 – Permitting Fees

This task is an allowance to cover any necessary permitting fees.

Fee Allowance for Task 13 - $500.00

Total Fee Allowance for BASIC SERVICES and OPTIONAL SERVICES (TASK 1 through 14) - $328,006.48

List of Deliverables

Detroit Blvd. Safety Upgrades Project:

- 1 Hard Copy of the 60%, 90% and 100% Construction Plans
- 1 Electronic Copy (CD or PDF) of each Phase Submittal
- 1 Final Submittal CD containing the following files:
  - Final released for construction plans in pdf format
  - All microstation dgn files needed to recreate the plans
  - Autocad dwg file of the final survey
  - Final design documentation in pdf format
  - Any other miscellaneous electronic files requested by the county provided that they were already produced during the design process
- 1 Electronic Copy (CD or PDF) of the final record drawings

Pine Forest Rd. and Detroit Blvd. Intersection Improvement Project:

- 1 Hard Copy of the 60% and 100% Construction Plans
- 1 Electronic Copy (CD or PDF) of each Phase Submittal
- 1 Final Submittal CD containing the following files:
  - Pdf of the final released for construction plans
  - All microstation dgn files needed to recreate the plans
- 1 Electronic Copy (CD or PDF) of the final record drawings

HMM appreciates the opportunity to provide Escambia County with this proposal for additional services. Work can begin immediately upon acceptance of our proposal. Thank you for the opportunity to be of service.

Sincerely,

Hatch Mott MacDonald Florida, LLC

Thomas A. McLendon, PE
Project Manager

David D. Skipper, PE
Vice President

Project Name: Detroit Boulevard Safety Upgrades
Project No. : 330920
Client: Escambia County
Prepared By: TAM
Date: March 14, 2016

Hatch Mott MacDonald

Detroit Blvd. Safety Upgrades - Phase II Design Services		Projected Manhours								
		Project Manager	Project Engineer	Engineer III/IV	Engineer I/II	Designer V	Technician I	Admin Assistant I/II	Line Item Sub-Total	Task Sub-Total
Task	Description	$135.00	$125.00	$100.00	$80.00	$110.00	$50.00	$45.00		
	BASIC SERVICES									
1.0	**Limited Topographic Survey**									
	1.1 Survey Subconsultant								$ 2,715.00	
	Sub-Total	0	0	0	0	0	0	0	$ 2,715.00	$ 2,715.00
2.0	**Geotechnical Exploration**									
	2.1 Geotechnical Subconsultant								$ 21,030.27	
	Sub-Total	0	0	0	0	0	0	0	$ 21,030.27	$ 21,030.27
3.0	**Jurisdictional Wetland Delineation and Permitting Assistance**									
	3.1 Ecological Subconsultant								$ 6,593.71	
	Sub-Total	0	0	0	0	0	0	0	$ 6,593.71	$ 6,593.71
4.0	**Roadway and Drainage Analysis**									
	4.1 Establish typcial sections and pavement designs	8	12	16	16				$ 5,460.00	
	4.2 Design horizontal and vertical geometry and MOT analysis	32	80	120	120				$ 35,920.00	
	4.3 Develop drainage map and roadway base clearance	8	16	16	8				$ 5,320.00	
	4.4 Design of storm drains, cross drains and ditches	32	80	80	100				$ 30,320.00	
	4.5 Document roadway and drainage design criteria, calculate quantities and complete cost estimates	24	16	40	40				$ 12,440.00	
	Sub-Total	104	204	272	284	0	0	0	$ 89,460.00	$ 89,460.00
5.A	**Construction Plans and Specifications Preparation - Detroit Blvd Safety Upgrades**									
	5.A.1 Prepare 60% plan set	32	60	100	40	100	240	8	$ 48,380.00	
	5.A.2 Prepare 90% and Final plan sets	32	20	40	20	80	200	8	$ 31,580.00	
	5.A.3 Prepare technical specifications	16	8		16				$ 4,440.00	
	Sub-Total	80	88	140	76	180	440	16	$ 84,400.00	$ 84,400.00
5.B	**Construction Plans and Specifications Preparation - Pine Forest Rd and Detroit Blvd Intersection Improvements**									
	5.B.1 Prepare 60% plan set	8	20		24	8	50		$ 8,880.00	
	5.B.2 Prepare Final plan set	8	12		16	8	30		$ 6,240.00	
	5.B.3 Prepare technical specifications	4			4				$ 860.00	
	Sub-Total	20	32	0	44	16	80	0	$ 15,980.00	$ 15,980.00
6.0	**Utility Coordination**									
	6.1 Prepare and distribute phase submittal plans to utility owners		8	8					$ 1,800.00	
	6.2 Attend utility coordination meetings and modify plans as needed	16	24	16		8	40		$ 9,640.00	
	6.3 Prepare utility conflict matrix and coordinate impacts with owners	8	16	24					$ 5,480.00	
	Sub-Total	24	48	48	0	8	40	0	$ 16,920.00	$ 16,920.00
7.0	**Public Involvement and Community Outreach**									
	7.1 Prepare and attend one public involvement meeting	16	16	32				8	$ 7,720.00	
	7.2 Community Outreach Subconsultant								$ 7,322.50	
	Sub-Total	16	16	32	0	0	0	8	$ 15,042.50	$ 15,042.50
8.0	**Permitting**									
	8.1 Prepare dredge and fill exhibits	4	4	8		8	24		$ 3,920.00	
	8.2 Attend Pre-application meetings and coordinate with NWFWMD and USACE	4	12						$ 2,040.00	
	8.3 Address NWFWMD and USACE comments and secure permits	4	8	8					$ 2,340.00	
	Sub-Total	12	24	16	0	8	24	0	$ 8,300.00	$ 8,300.00
9.0	**Peer Review**									
	9.1 Peer Review Subconsultant								$ 8,000.00	
	Sub-Total	0	0	0	0	0	0	0	$ 8,000.00	$ 8,000.00
10.0	**Bidding Assistance and Tabulation**									
	10.1 Coordinate with County and respond to contractor RFI's	12	6						$ 2,370.00	
	10.2 Attend Pre-Bid and Bid Opening meetings	12	12						$ 3,120.00	
	10.3 Review Bids and Prepare Bid Tabulation	3	6						$ 1,155.00	
	Sub-Total	27	24	0	0	0	0	0	$ 6,645.00	$ 6,645.00
	BASIC SERVICES Sub-Total	**283**	**436**	**508**	**404**	**212**	**584**	**24**	**$ 275,086.48**	**$ 275,086.48**
	OPTIONAL SERVICES									
11.0	**Limited Construction Administration and Observation**									
	11.1 Attend Pre-Construction meeting	8							$ 1,080.00	
	11.2 Shop Drawing Review	8	16						$ 3,080.00	
	11.3 Attend construction progress meetings	32	24						$ 7,320.00	
	11.4 Prepare Record Drawings	6				24			$ 3,450.00	
	11.5 Construction Observation site visits (Final and Substantial Completion)	24	24						$ 6,240.00	
	Sub-Total	78	64	0	0	24	0	0	$ 21,170.00	$ 21,170.00
12.0	**Limited Legal Sketch and Descriptions**									
	12.1 Survey Subconsultant								$ 16,250.00	
	Sub-Total	0	0	0	0	0	0	0	$ 16,250.00	$ 16,250.00
13.0	**Limited Subsurface Utility Exploration**									
	13.1 Subsurface Utility Subconsultant								$ 15,000.00	
	Sub-total	0	0	0	0	0	0	0	$ 15,000.00	$ 15,000.00
14.0	**Permitting Fees**									
	13.1 Permitting Fees Allowance								$ 500.00	
	Sub-Total	0	0	0	0	0	0	0	$ 500.00	$ 500.00
	OPTIONAL SERVICES Sub-Total	**78**	**64**	**0**	**0**	**24**	**0**	**0**	**$ 52,920.00**	**$ 52,920.00**
	Project Total	**361**	**500**	**508**	**404**	**236**	**584**	**24**	**$ 328,006.48**	**$ 328,006.48**

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

February 23, 2016

Thomas McLendon
Hatch Mott MacDonald
220 W Garden St., Suite 700
Pensacola, FL 32502

Ref: Detroit Boulevard Ph 2

Dear Mr. McLendon:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Misc. Pick-up by Field Crew	*16 hrs.*	*$2,080.00*
Drafting/calculations/research	*5 hrs.*	*$275.00*
Legal Descriptions (65)	*@$250/each*	*$16,250.00*
Professional Land Surveyor/Supervision	*4 hrs.*	*$360.00*
Grand Total		***$18,965.00***

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

*To accept proposal and execute notice to proceed please sign, date, and return.*_____
Signature and Date

Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of $0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

✦5700 N. Davis Hwy., Ste. 3, Pensacola, FL 32503 ✦ ph (850) 434-6666 ✦ fx (850) 434-6661 ✦
✦ www.pittmanglaze.com ✦ email: pgasurvey@bellsouth.net ✦

TIERRA

February 24, 2016
Project No. 4511-14-004

Mr. Thomas McLendon, PE
Hatch Mott MacDonald, Inc.
220 West Garden Street, Suite 700
Pensacola, FL 32502

Subject: Detroit Blvd. Improvements – Phase II Design Efforts
Escambia County, Florida

Mr. McLendon:

Tierra, Inc. (Tierra) is pleased to submit this proposal to perform the Phase II Geotechnical and pavement design services for the subject project. Included in this proposal are our understanding of the project, the proposed Scope of Services, and the cost for our services.

Project Description

Based on our discussions of late and the information provided, we understand that the improvements will include, among other items, milling/resurfacing and reconstructing Detroit Blvd. from Pine Forest Road to Pensacola Blvd. (13,040 feet). The finished roadway cross section will consist of two 11-foot wide traffic lanes, 4-foot wide paved shoulders/bike lanes, and a sidewalk on the north side of the road. From Pine Forest Road to approximately Cove Lane, the roadway will be an undivided rural section and from approximately Cove Lane to Pensacola Blvd. the roadway will be an urban roadway with curb/gutter. To achieve the proposed cross section, approximately 4 feet of pavement will be added to the north and south edges of the existing pavement to accommodate the paved shoulder/bike lane.

Scope of Work

Based on our understanding of the above project information, we recommend drilling 5 foot deep auger borings in the proposed widening areas to evaluate the subgrade conditions present. For budgeting purposes, we propose an allowance for 26 borings on approximately 500 foot centers, alternating left and right of the center lane. We will concentrate the borings in the lower elevation areas and in areas where increased pavement distress is noted.

Bulk samples will be collected of the subgrade soils for Limerock Bearing Ratio (LBR) testing so that a design LBR value can be determined for use in the pavement design. We propose collecting 2 LBR tests per mile, or 5 tests based on the 2.47 mile roadway. Note that this is less than the more conventional 3 tests per mile given the anticipated relatively similar soils expected based on the preliminary work performed during the Phase I study.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties (e.g. moisture sensitivity, compactability, etc.). Our cost estimate includes an allowance for natural water content and grainsize tests, and the 5 LBR tests noted above. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render a Roadway Soil Survey report for the roadway widening and up to 3 pavement designs (one assuming milling and resurfacing, one assuming a total reconstruction, and one assuming milling and build-up to achieve desired cross slopes, grades, etc.). Note that pavement design parameters (design speed, design life, ESALs) will need to be provided to Tierra to support the pavement design.

Cost Estimate

Attached are the Staffhour Estimation Sheets (4 pages) and the itemized cost estimate for the scope proposed above. The cost for our services will be **$21,030.27**.

Disclaimer

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Note that the bold and oversized font used above is mandated by Florida Statutes.

Tierra appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
TIERRA, INC.

Mitchell L. Smith, PE
Principal Geotechnical Engineer

Attachments: Staffhour Estimation Sheets (4 pages)
Itemized Cost Estimate

March 08, 2016

David D. Skipper, PE
Vice President
Hatch Mott MacDonald
5111 North 12th Avenue,
Pensacola, Florida 32504

Re: ***Detroit Blvd Road Improvements***
Scope of Services and Proposal
WSI Reference #2013-

Dear Mr. Skipper,

As requested, the following is our proposed scope of services and estimated costs necessary to provide the environmental data for the Detroit Boulevard safety upgrade project located in Escambia County, Florida. This proposal includes a review of furnished project information, presents our proposed scope of services, and contains deliverables and fee information.

SCOPE OF SERVICES

Activities to be performed for the Scope of Work are broken into two tasks to include fieldwork & preparation of environmental resource permitting summary.

TASK 1 – FIELD WORK

1. A jurisdictional determination of all wetlands regulated under ***33 CFR 320-330*** (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under **62-340 F.A.C**. This effort will involve members of our staff to first conduct a field inspection in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report. This will assist survey crews in the location of the delineated boundary lines.
2. Review land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, and identify any specific areas within the project area that could possibly support listed species. The study will be based on a Land Use, Cover and Forms Classification System (FLUCFCS) and will focus on habitats that could potentially support state or federally listed species or species of special concern. Surveys will be based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988*.

TASK 2 – ENVIRONMNETAL RESOURCE PERMITTING SUMMARY

Wetland Sciences, Inc. will summarize existing wetlands conditions & functions and the environmental resource permits necessary to authorize the proposed upgrades to the roadway. Wetland Sciences, Inc. will develop a permitting strategy that will include a preliminary evaluation of the proposed wetland impacts, potential wetland mitigation required, and the most appropriate state & federal mechanism to authorize the proposed activity.

ESTIMATED FEES

The estimated costs to complete the services outlined above are presented in the following table.

Professional Personnel	Meeting Hours	Field Hours	Reporting Hours	Total Hours	Salary	Overhead	Profit	Billing Rate	Total
Sr. Scientist	4	16	24	44	$40.00	120.00%	10.00%	$96.80	$4,259.20
Staff Scientist		16	4	20	$33.00	120.00%	10.00%	$79.86	$1,597.20
Environmental Specialist		8		8	$25.00	120.00%	10.00%	$60.50	$484.00
Project Assistant, Clerical			5	5	$16.00	120.00%	10.00%	$38.72	$193.60
	4	40	12	61	Total Fees				$6534

Expenses	Number	Rate	Cost	Markup Percent	Cost	Total
Permit Fees	1	500.00	500.00	0%	500.00	$500.00
Copying	100	$0.10	$10.00	10.00%	$1.00	$11.00
Shipping	1	$25.00	$25.00	10.00%	$2.50	$27.50
Travel	42	$0.51	$21.21	0.00%	$0.00	$21.21
					Total Expenses	$559.71
					Total this task:	$7,093.71

We are looking forward to working with you on this project. If you have questions regarding this proposal, please do not hesitate to call.

Sincerely,

Keith D. Johnson
Environmental Scientist

February 27, 2016

Thomas A. McLendon, PE
Project Manager
Hatch Mott MacDonald
222 West Garden Street
Suite 700
Pensacola, Florida 32502

Subject: Scope and Fee Proposal
PROFESSIONAL PUBLIC INVOVLEMENT SERVICES
FOR THE DETROIT BOULEVARD (BLVD) DESIGN
Escambia County, Florida

Dear Mr. McLendon:

Engineering & Planning Resources, P.C. (EPR) is pleased to provide you with the following proposal to execute the public involvement services for the Detroit Blvd Safety Upgrades design. This document outlines the team's planned efforts to gather the information gathered during the public involvement effort and prepare an outreach documentation set.

This Scope provides a description of EPR public involvement activities, including but not limited to communicating and receiving information from all interested persons, groups, and government organizations.

Task Series

Task 1 – General Public Involvement Tasks

1.1 Public Involvement Program
Assist in the preparation of the Public Involvement Program. Activities to include but not limited to review and provide comments.

1.2 Public Involvement Data Collection
This task includes the update and maintenance of mailing lists, correspondence, collecting and maintaining news articles and stories, public circulars, and transcripts from radio and TV news clips through the duration of the study. In

addition, EPR shall prepare, organize and update resident and business mailing lists for the use of the project. This information will be updated on an approved schedule.

This task includes the work that EPR was complete to investigate and catalogue prospective sites for any meetings. Consideration shall be given to seating capacity, sound system, lighting, and display space, and any other physical characteristics which would influence the selection of this site.

1.3 Scheduled Public Meetings

EPR shall provide all support, personnel, materials and facilitation tasks necessary for HMM to participate in various public meetings, which may include but not limited to:

a. Elected Officials Meeting

EPR will assist HMM to prepare all necessary displays, maps, script, etc. EPR will actively participate in all portions of the presentation.

b. Public Design Workshop– This meeting shall be held following the 60% submittal, with the purpose of presenting the public with the improvements to be constructed. These meetings will be coordinated and scheduled with the Escambia County Engineering Department. EPR shall also develop a community outreach program to assist the public as the project progresses.

EPR will find and set a meeting location, provide draft meeting layout, edit and prepare media distribution (radio, newspaper, and etc.), and provide minor site signs. In addition, EPR will prepare, review and mail property owner letters. EPR will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays, handle crowd movement, check-in meeting attendees and etc. EPR shall prepare all meeting graphics, newsletters, newspaper ads, notification letters, and scripts with the exception of large board displays and presentations. EPR will actively participate in all portions of the presentation and will facilitate all meetings – unless otherwise notified by the HMM.

EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by HMM and the Client. EPR will assist HMM to prepare all other necessary displays, maps, script, etc.

1.4 Un-Scheduled Public and Agency Meetings (includes small group or one on one meetings)

Includes two (2) "One on One" and/or small group meetings and (1) agency meeting.

One on One or Small Group Meeting - EPR will find and set meeting location, provide draft meeting layout, EPR will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays and facilitate meeting. EPR shall prepare all meeting graphics with the exception of large board displays and presentations. EPR will actively participate in all portions of the presentation and will facilitate all meetings – unless otherwise notified by the HMM.

1.5 Special Public Involvement Requirements

1.5.1 General Public Correspondence – This task includes the compiling and responding to comments received on the project and the summarizing of the coordination effort.

1.5.2 News Letters, Preparation / Distribution N/A

1.5.3 Web Site Development - N/A

1.5.4 Web Site Maintenance – N/A

1.5.5 Videos, Renderings, etc. – N/A

1.5.6 Survey – N/A

FEE AND SCHEDULE

Given notice to proceed, we will undertake the above-summarized services for a lump-sum fee of $7,322.50 and provide the deliverables as agreed upon. EPR will invoice HMM at the initial and final completion of each task. Payment shall be due within 14 days of receipt of invoice.

CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the contract agreement at your convenience. Receipt of the executed agreement will be our Notice to Proceed.

We appreciate this opportunity to work for Escambia County on this project. If you have any questions, or require any additional information please do not hesitate to contact us.

Sincerely,

Engineering & Planning Resources, PC

Bonita Player, PE
Principal

Pensacola: 309 West Gregory Street • Pensacola, FL 32502 • T: (850) 471-9579 • F: (850) 471-2086
www.epr-florida.com • email: epr@epr-florida.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13135 **County Administrator's Report 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: PD 16-17.073 Furnish & Installation of Traffic Control & Street Name Signs
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Furnish & Installation of Traffic Control & Street Name Signs - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement Relating to Traffic Control Signage between Escambia County and Gulf Coast Traffic Engineers, Inc., per the terms and conditions of PD 16-17.073, Furnish & Installation of Traffic Control & Street Name Signs, with a Fiscal Year 2017-2018 expenditure of $150,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 221201 - $50,000; Fund 352, LOST III, Cost Center 210107 - $50,000; and Fund 353, LOST IV, Cost Center 210106 - $50,000]

BACKGROUND:

An Invitation to Bid for PD 16-17.073, Furnish & Installation of Traffic Control & Street Name Signs was publicly noticed on Monday, September 11, 2017 in the Pensacola News Journal. Two companies attended the non-mandatory pre-solicitation conference on Tuesday, September 26, 2017. One vendor (that did not attend the pre-solicitation conference) submitted a bid on Thursday, October 19, 2017.

BUDGETARY IMPACT:

Fund 175 Transportation Trust Fund, Cost Center 221201 - $50,000
Fund 352 LOST III, Cost Center 210107 - $50,000
Fund 353 LOST IV, Cost Center 210106 - $50,000

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement, the Road Department will be the contract administrator for the Agreement.

Attachments

Recommendation to Award Checklist

Bid Tab Recommendation

Pre-Solicitation Conference Sign-in Sheet

Agreement

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Furnish & Installation of Traffic Control & Street Name Signs

Bid Number: PD 16-17.073

Opening Date/Time: October 19, 2017 at 1:30 PM

Purchasing Agent: Jeffrey Lovingood

Client Department: Public Works Dept. Director/Designee: David Forte

Digitally signed by Colby
DN: cn=Colby, o=Escambia Co BOCC, ou=Public Works, email=csbrown@myescambia.com, c=US
Date: 2017.10.23 16:56:57 -05'00'

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: 2017.10.20 09:29:26 -05'00'

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)

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 10/20/2017

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: _____

Digitally signed by Colby
DN: cn=Colby, o=Escambia Co BOCC, ou=Public Works, email=csbrown@myescambia.com, c=US
Date: 2017.10.23 16:57:30 -05'00'

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

Fund 175 (Transportation Trust Fund) Cost Center 211201 - $50,000
Fund 352 (LOST III) Cost Center 210107 $50,000
Fund 353 (LOST IV) Cost Center 210106 $50,000

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 16-17.073 **Solicitation Name:** Furnish & Installation of Traffic Control & Street Name Signs								
Bid Opening Time: 1:30 PM **Bid Opening Date:** 10/19/2017 **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	Grand Total
Gulf Coast Traffic Engineers, Inc.		Y	Y	Y	Y	Y	N/A	Y	See Bid Form
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	10/19/2017	**Status:** Recommendation			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	10/19/2017				
Bids Witnessed By:	Anita Benefield			**Date:**	10/19/2017	**CAR Date:**	11/13/2017	**BOCC Date:**	11/30/2017

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Gulf Coast Traffic Engineers, Inc.

Pursuant to Section 119.07(3)(M), Florida Statute, all documents relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **10/24/17 9:00 AM**

Form Completed By: **JDL**

ATTENDANCE SHEET

- **Pre-Solicitation** ✓✓
- **Bid Opening**
- **Proposal Opening**
- **Request for Letters of Interest (RLI) Opening**
- **Pre-Submittal**
- **Bid Evaluation**
- **Proposal Review Committee**
- **RLI Selection/Negotiation Committee**

SPECIFICATION NUMBER: PD 16-17.073 **DATE/TIME:** 3:30 PM CDT 09/26/2017
PROJECT: Furnish & Installation of Traffic Control & Street Name Signs
MEETING LOCATION: Office of Purchasing Conference Room 11.407, 213 Palafox Pl, Pensacola, FL

(Print) COMPANY NAME & ADDRESS	PHONE, FAX & EMAIL	(Print) REPRESENTATIVE NAME
1. Escambia County Office of Purchasing	PH: 850-595-4953	Jeff Lovingood Jeff Lovingood
213 Palafox Place 2nd floor	FX: 850-595-4806	
Pensacola, FL 32502	EMAIL: JDLovingood@myescambia.com	
2. Emerald Coast Striping	PH: (850) 450-1978	William H. Joseph
8840 Fowler Ave.	FX:	
Pensacola, FL 32534	EMAIL: Wjoseph.ecstriping.com	
3. Emerald Coast Striping	PH: (850) 450-1978	Brad Dunn
8840 Fowler Ave.	FX:	
Pensacola, FL 32534	EMAIL: bdunn@ecstriping.com	
4. ACME BARRICADES	PH: 850-810-3122	
4424 Avalon Blvd	FX:	
Milton FL 32571	EMAIL: rrice@acmebarricades.com	
5. Escambia County Public Works Transportation & Traffic Operations	PH: 850. 554.8187	David Forte
	FX:	
	EMAIL: DVForte@myescambia.com	
6.	PH:	
	FX:	
	EMAIL:	
7.	PH:	
	FX:	
	EMAIL:	
8.	PH:	
	FX:	
	EMAIL:	

(Print) COMPANY NAME & ADDRESS	PHONE, FAX & EMAIL	(Print) REPRESENTATIVE NAME
9.	PH:	
	FX:	
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AGREEMENT RELATING TO TRAFFIC CONTROL SIGNAGE (PD 16-17.073)

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 Gulf Coast Traffic Engineers, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-1104811, whose principal address is 8203 Kipling Street, Pensacola, Florida 32514 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on August 7, 2017, the County issued an Invitation to Bid seeking a Contractor to furnish and install traffic control and street identification signage throughout Escambia County (PD 16-17.073); 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 such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders "Furnish & Installation of Traffic Control and Street Name Signs," Specification No. P.D. 16-17.073, 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. County shall pay Contractor for services rendered in accordance with the 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:

Gulf Coast Traffic Engineers, Inc.
Attention: Blair S. Crooke
8203 Kipling Street
Pensacola, Florida 32514

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: _____

Witness: _____

BCC Approved: _____

CONTRACTOR:
GULF COAST TRAFFIC ENGINEERS, INC.

ATTEST:

BY: _____
Blair S. Crooke, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/13/19

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 850-595-4805.

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 Bid/Proposal 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.

Specification Number PD 16-17.073, "Furnish & Installation of Traffic Control & Street Name Signs", 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. Project Narrative

This contract involves the fabrications and/or installation and/or removal of standard and special traffic control signs (warning, regulatory, and guide) for capital improvement projects throughout Escambia County. Work will consist of the fabrication and installation of post mounted, span mounted, and mast mounted street name signs and traffic control signs, reflective object markers, delineators, and the removal of old reflective street name signs and concrete markers. The County requires the Contractor to retain all signs removed except for concrete markers, and the Escambia County Road Department will retrieve all retained signs.

The County may issue individual Purchase Orders (PO) or releases from Blanket Purchase Order(s) in the form of Work Orders (WO) against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form.

All PO/WOs will require a signed agreement (Exhibit A) returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation. All PO/WOs will define the Scope of Work to be performed at the time it is issued.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of **One Thousand Dollars ($1,000.00)**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the check or bond 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 resulting PO/WO by signing the Solicitation, Offer, and Bid Form/acceptance copy of same, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of the 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 **may** require the successful offeror(s) to furnish **separate performance and payment bonds**, per Florida Statue 337.18, under pledge of adequate surety and covering up **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. **Questions**

All questions shall be directed to Jeffrey Lovingood, Purchasing Specialist. Phone: 850-595-4953, E-Mail: JDLovingood@myescambia.com.

All questions shall be submitted in writing (E-Mail) and must be received no later than 5:00 PM CDT, October 10, 2017.

6. **Bid Forms**

The 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 or 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, 213 Palafox Place, Pensacola, Florida, 32502, on **September 26, 2017, at 3:30 PM CDT.**

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. F.O.B. Point

The F.O.B. point shall be destination within Escambia County as noted by the Project Director on a project-by-project basis. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

10. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment with the time(s) specified in the PO/WO, 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 **Three Hundred Dollars ($300.00) 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.

11. Safety Regulations

Equipment shall meet all state and federal safety regulations.

12. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

   1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

13. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items specified on the PO/WO have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505
Phone: 850-595-3404

All requests for payments shall be sent to the attention of the Contract Administrators as follows:

Parts I-V: Colby Brown, P.E.
Deputy Director

Part VI: Don Christian
Program Manager

Please note that all Invoices shall include the PO/WO number, Item Number listed on the PO/WO, general description, quantity ordered, Unit Price and Extended Total for each item, as well as the Grand Total for all items listed on the PO/WO. Failure to comply with this process will result in the rejection of the Invoice and may result in delays in Contractor receiving payment. County staff is responsible for returning all incomplete invoices to the Contractor within ten (10) days. The County will reserve the right to explain in detail non-compliant invoices and corrective actions.

14. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor in accordance with the issued PO/WO, prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. Details and diagrams for proper fabrication and installation contained in the Technical Specifications contained within this document. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

15. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **two (2) years** from the 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.

16. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

17. 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.

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.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of the 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.

19. Contract Term

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.

A. 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.

20. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

21. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

22. Changes - Service Contracts

The County may at any time by issuance of an executed Change Order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed Change Order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

23. Ordering

The County may issue individual POs or releases from Blanket POs in the form of WOs against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form. Regardless of the method that the PO/WO is issued, the MINIMUM requirement for placing or filling an order shall include the PO/WO number, item number of the commodity being ordered, quantity being ordered, the Unit Price of item(s), and the number of days to complete the order.

Time is of the essence in the performance of the work under this Contract. Agreement is established by signing and accepting the terms of the Contract.

The "Commencement Date" and "Completion Date" will be identified on each PO/WO. Each PO/WO will be submitted to the Contractor for review with the Commencement Date and Completion Date clearly noted. The Contractor will have **three (3) business days** to review and return the signed PO/WO to the County. This signature indicates that the Contractor acknowledges the work to be done and the required dates for project beginning and completion. The Contractor does not have the right to refusal, but can request a new Commencement or Completion Date. The County reserves the right to refuse all such requests.

No work shall be performed at the project site(s) prior to the Commencement Date. Any work performed by the Contractor or their agent prior to the Commencement Date shall be at the sole risk of the Contractor.

The PO/WO shall be completed within the time schedule established therein. If work cannot be completed within the time allotted, the Contractor may request a time extension, which shall be submitted in writing to the Contract Administrator. All responses from the County shall be in writing to be deemed valid. Work not completed within the time allotted will result in Liquidated Damages.

Additional line items may be added post-award via an executed Change Order to the Contract. Changes due to unforeseen needs identified by the County shall be added by "Contract Amendment" (Exhibit B) to these specifications and be included as addendum(s) to the line items included in this solicitation. All amendments shall first be approved by the Escambia County Board of County Commissioners (BCC) prior to being added to the Contract as an addendum.

Upon notice of intent to amend the Contract by the County, or request to amend the Contract by the Contractor, the County will submit to the Contractor a Contract Amendment including a list of proposed items for inclusion in the amendment. The Contractor will sign, date, and return the proposed amendment to the Contract Administrator within three (3) business days. The Contract Administrator shall submit a Recommendation to the BCC for approval. Upon BCC approval, the amendment shall be forwarded to the Office of Purchasing for appropriate action relating to the Contract. Pricing stated in the Bid Form or as amended shall apply for the duration of the Contract.

24. Licenses, Certifications, Registrations

The offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

25. 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 the offer.

26. Award

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County. It is the intent of the County to award all items listed on the Bid Form to the responsive and responsible low bidder.

27. Termination

The PO/WO or contract will be subject to immediate termination if either the product or service does not comply with the 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 the 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 the 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.

28. 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.

A 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 an 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.

29. 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 the Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and all of the 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).

30. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense to Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

31. 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. 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.

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.

32. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer, and their agents, offices, and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorney's fees and paralegal's 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 the 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 one hundred dollars ($100.00) of the

Contract Amount paid by the County to the 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.

FURNISH & INSTALLATION OF TRAFFIC CONTROL & STREET NAME SIGNS

TECHNICAL SPECIFICATIONS

1. DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

A. Administrator

Whenever the term "Administrator" is used herein it is intended to mean the County Administrator of the Escambia County Government, their deputy or designee. The Administrator is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or their designee.

B. Board of County Commissioners

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

C. Contractor

The vendor selected to perform the services pursuant to this Agreement.

D. County

Escambia County, a body corporate and political subdivision of the State of Florida.

E. Director

The Director of the Public Works Department of Escambia County, or designee, including the Division Manager of Transportation and Traffic Operations.

F. Contract Administrator

Whenever the term "Contract Administrator" is used herein it is intended to mean the designee or deputy assigned by the Director to administrate the contract for Escambia County Government.

G. General Contract Definitions

AS – Assembly (sign & post) **Days** – Calendar Days **EA** – Each **FDOT** – Florida Department of Transportation **F&I** – Furnish & Install **MUTCD** – Manual of Uniform Traffic Control Devices	**PA** – Per Assembly **PR** – Pair **SF** – Square Foot **"Dead End"** – W14-1a (per MUTCD) **"No Outlet"** – W14-2a (per MUTCD)

2. INSTALL, FURNISH AND REMOVAL OF SIGNS

A. TRAFFIC CONTROL SIGNS

1. General

a. Related Documents

1) Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

2) Unless otherwise specified on the work orders, plan sheets, or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:

a) USDOT, Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

b) USDOT, Federal Highway Administration, *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.

c) Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.

d) Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, section 700, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

b. Description of Work

The work under this section includes the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide). The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

2. Products & Materials

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Engineer may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

3. Execution

a. Utility Spots

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

b. Sign Installation

1) Signs shall be placed at the locations illustrated and/or specified in the plans or related documents. The soil around the post shall be solidly tamped so that the sign will stand vertically.

2) If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.

3) The date when each sign is installed shall be marked with the hole punched sticker, similar to what FDOT does, on the rear side of each sign.

4. Method of Measurement

The quantity to be paid for will be plan quantity, unless otherwise provided.

5. Basis of Payment

Price and payment will constitute full compensation for all work specified in this section. Payment for all items relating to traffic control signs will be included in the lump sum Maintenance of Traffic pay item.

B. POST MOUNTED STREET NAME SIGNS

1. General

a. Related Documents

1) Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

2) Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:

   a) USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

   b) USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.

   c) Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700*, latest edition.

   d) FDOT *Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System*, latest edition

   e) Escambia County Standard Details for Street Name Signs, latest edition.

   GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

b. Description of Work

   The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

2. Products & Materials

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense, shall, if requested by Contract Administrator, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

Sign-blades reflective sheeting and posts shall conform to the details for street name signs.

3. Execution

   a. General

      All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

   b. Sign Layout & Legend

      Letter shape and width of stroke shall comply with most current FHWA & MUTCD standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs.

   c. Sign Installation

      1) Signs shall be placed at the typical locations shown in the plans or County Standard Details for street name signs. The soil around the post shall be solidly tamped so that the sign will stand vertically.

      2) If a sign cannot be placed where indicated due to a conflict either on the plans or within the County Standard Details for street name signs, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.

      3) The Contractor shall submit a *Street Name Sign Daily Report Sheet* (Exhibit E) of each sign installation placed for inspection by the Contract Administrator. Contractor shall repair or replace signs deemed unacceptable by the Contract Administrator at no expense to the County.

   d. Removal of Signs & Markers

      1) Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Contract Administrator.

      2) Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.

4. Method of Measurement – The quantities to be paid for will be:

   a. The number and type of street name sign assemblies plus the number and type of auxiliary signs of each designated class complete.

   b. The number of existing metal street name signs and concrete markers

removed, relocated, modified, and placed on specified supports, of each designated class of assembly complete.

c. The number of each existing sign panel removed, complete.

5. Basis of Payment

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this section, including all incidentals necessary for the complete item.

C. SPAN MOUNTED STREET NAME SIGNS

1. General

a. Related Documents

1) Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

2) Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document.

a) USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

b) USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.

c) Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, Section 700, latest edition.

d) FDOT *Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

b. Description of Work

The work under this section includes the fabrication of span mounted signs. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and

machinery necessary to fully complete the work shown in the work order and in these specifications.

2. Products & Materials

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements except as defined herein. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material, the Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

a. Sign Blades

1) 0.125 gauge, 5052-H38 domestic aluminum alloy, 18" in height by various lengths.

2) 0.50' radius rounded corners free of sharp edges.

3) Color and corrosion resistance per Alodine 1200 F treatment or approved equivalent.

b. Sign Facing

The sign facing and legend may be fabricated by any of the following methods and materials:

1) Green 3M ink silk-screened onto white Diamond-grade material.

2) Scotchlite electronic cut-able film (green) over white Diamond grade material.

3. Execution

a. General

All street name signs shall be fabricated in accordance with the plans and related documents.

b. Sign Layout & Legend

Letter shape and width of stroke shall comply with most current FHWA & MUTCD standards except as modified below for street names:

1) Sign Layout

a) Left and right margins shall be at least 2 inches.

b) Border width shall be 1" with 2" radius at all corners.

c) Arrows shall be 4" in height and 8" in length and placed 2" above the lower border.

d) Prefixes and suffixes shall be placed 3" below the upper border.

e) Sign lengths shall be in 6" increments as determined by the legend. Minimum length shall be 48 inches.

2) Letters

a) Letters shall be FHWA Series "C", upper and lower case. However, Clearview font should be available upon request.

b) Street Names: Initial letters shall be 12" upper case and subsequent letters shall be 9" lower case. Names shall be centered between the upper and lower borders.

c) Prefixes and suffixes: Initial letters shall be 4" upper case and subsequent letters shall be 3" lower case.

d) Suffixes, such as "nd","rd", "st", and "th" associated with numbered street names, shall be 4" in height and positioned in the upper portion of the primary street name field.

c. Sign Installation

1) Signs shall be placed at the typical locations shown in the plans.

2) If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.

d. Removal of Signs

Existing metal street name signs specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer.

4. Method of Measurement

The quantities to be paid for will be measured in accordance with the different work tasks required in the Section. The Contract unit price for each different work task as specified in the Contract Documents will include all labor, materials and equipment.

5. Basis of Payment

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; and all other work specified in this section, including all incidentals necessary for the complete item.

Exhibit A

Street Name Sign Work Order

Escambia County Transportation & Traffic Operations
3363 West Park Place, Pensacola Fl,32505
(850) 595-3404 FAX (850) 595-3405

Date:

Contract PD xx-xx.xxx Name of Contractor (Here) Work Order #
Furnish and Install Street Name Signs

Description of services to be performed:
District #1, #2, #3, & #5

Location work is to be performed: Escambia County Public Roadways

Negotiated cost of construction:
$ -
Period of time services are to be accomplished: 30 Days
Start Date:
Completion Date:
Note : Within ten (10) calendar days after receipt of the Contractors Acceptance, prepare and submit to County, a progress schedule for the Work Order Issued.

PART I: Furnish and Install Street Name Signs

Item No.	Item Description of Work Order	Quantity	Unit	10 Days	Ext.	30 Days	Ext.	60, 90, 120 Days	Ext.
100	Street Name Sign assembly, (2) 9" blades (F&I)		AS		$ -		$ -		$ -
101	Street Name Sign assembly, (4) 9" blades (F&I)		AS		$ -		$ -		$ -
104	Remove & Dispose old street name sign w/post or concrete marker		EA	$ -	$ -		$ -		$ -
110	Street Name Sign, (1) 9" blades on existing post (F&I)		EA		$ -		$ -		$ -
			SubTotal		$ -		$ -		$ -
			Total		$ -		$ -		$ -

Salvagable Signs
(description attached)

Practicable Schedule for Work Accomplishment Requested (Sent to contractor):

Signature of Escambia County Project Manager — Date: _____

Contractor Concurrence with Schedule for Work Accomplishment (Received):

Contractor Representative — Date: _____

Work Order Approved & Issued:

Signature of Escambia County Representative (Chief of designee) — Date: _____

Contractors Signature of Receipt and Acceptance of Negotiated Work Order — Date: _____

Contractors Signature of Completion (Notification of Completion) — Date: _____

Project Completion Date (starting date of 2-year warranty): _____

EXHIBIT B

ESCAMBIA COUNTY
TRANSPORTATION AND TRAFFIC DEPARTMENT
3363 West Park Place
Pensacola, Florida 32505
PH: (850) 595-3404 FX: (850) 595-3405

TRAFFIC CONTROL WORK ORDER

Work Order #:		Contractor:			
Date:		Fax #:			
P.O.	PD Number:		**Date sent to Contractor:**		
Complaint ID #:		**Engineering Technician:**		Approved by:	

NOTE: PLEASE RETAIN ALL REMOVED SIGNS AT GCTE FACILITY PER CONTRACT REQUIREMENT. SIGNS WILL BE PICKED UP BY ESCAMBIA COUNTY ROAD DEPARTMENT.

Location:

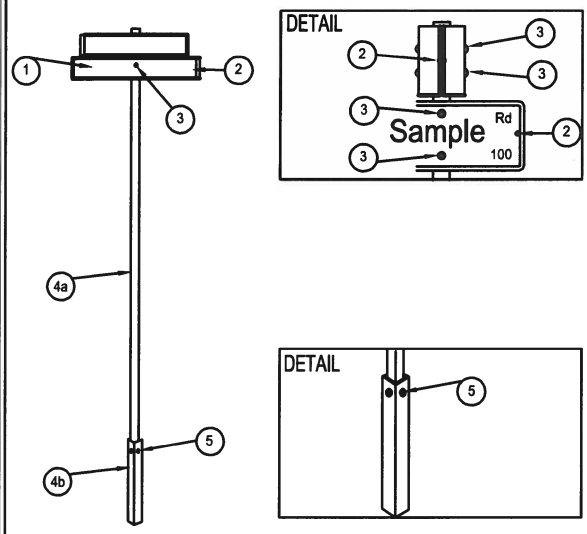
Improvements:

Unit Description	Number of Colors	Square Feet	Type Sheeting	Size	Installation Time	Quantity	Unit Price	Extension Price
							Total	$

Location Sketch:

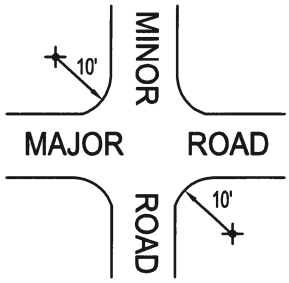
Exhibit C (12" Blade)

Standard Details For Installation and Location of Street Name Signs



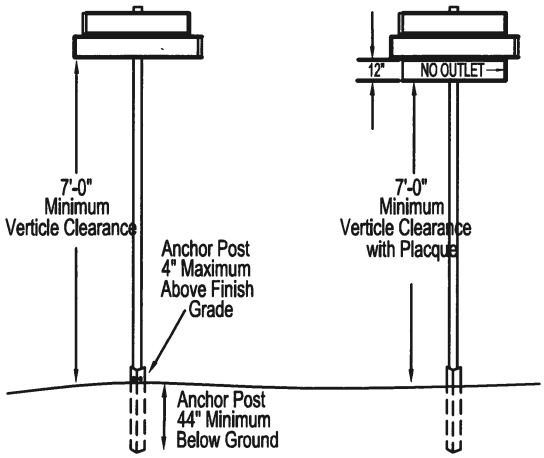
Install Street Name Signs on Corners Of Intersection so that they will be on the Far Right Side on the Intersection for Traffic on the Major Street in accordance with MUTCD Section 2D.38

Install Street Name Sign Post at Mid Radius, 10'-0" Off Edge of Road

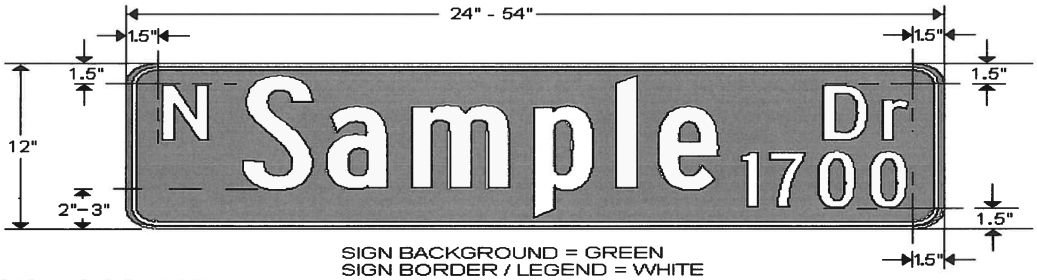


"Dead End"(W14-1P) or "No Outlet" (w14-2P) Plaques May be Co-Mounted to Street Name Sign Beneath Street Name Sign Blades in Accordance with MUTCD Section 2C.46.

①	Sign Blade .080" Alodized Aluminum Corners Rounded (1.5" Radius) Free of Sharpe Edges
②	3/16" X 3/8" Blind Rivets (End of Sign Blade will be Riveted Together) (4 Required per Installation) or sign binding tape 3M
③	3/8" Steel Drive Rivets ("Southco" 3878 or Equivalent) (8 Required per Installation)
④	Telespar Sign Post System (Galvanized) or Equivalent (Comprised of Parts 4a and 4b)
④a	2 1/4" X 2 1/4" X 11' - 12 Gauge Telescoping Top Post
④b	2 1/2" X 2 1/2" X 4' - 12 Gauge Square Fit Anchor Post
⑤	5/16" X 2 1/4" Corner Bolt



FABRICATION DETAILS FOR POST MOUNTED STREET NAME SIGNS WITH 12" BLADES



FDOT TYPE III-A REFLECTIVE SHEETING
TO BE USED ON ALL STREET NAME SIGN BLADES.

SIGN BACKGROUND = GREEN
SIGN BORDER / LEGEND = WHITE
MAIN LEGEND = 8" B SERIES FONT
SUFFIX / PREFIX LEGEND = 4" C SERIES FONT
BLOCK NUMBERS = 4" B SERIES FONT
BORDER = 0.25" ; INDENT = 0.25"
CORNER RAIUS = 1.5"

ESCAMBIA COUNTY STANDARD DETAILS
FOR 12" STREET NAME SIGNS

OFFICE OF TRANSPORTATION and TRAFFIC OPERATIONS
3363 WEST PARK PLACE, PENSACOLA, FLORIDA, 32505

Exhibit D

General Specification for ECAT Bus Stop Sign

Sign Blade

- 0.080" gauge alodine coated aluminum, 12" x18" with rounded corners featuring retroreflective; graphic (up to four colors).

Sign Facing

- Contact ECAT for sign facing and legend layout *(depicting an ECAT design logo with "Bus Stop" legend)*.

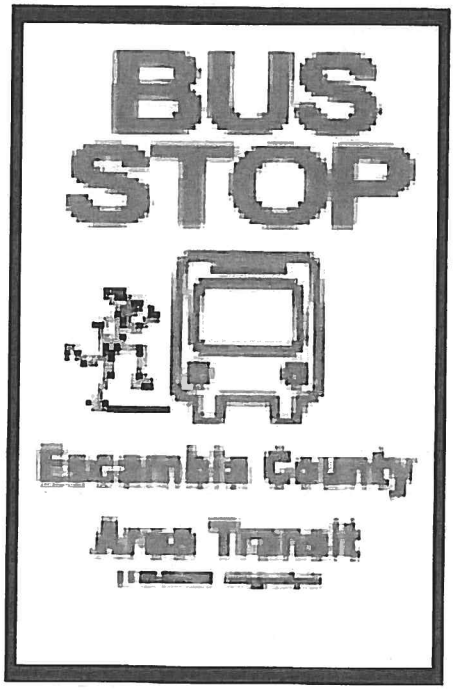


EXHIBIT E

STREET NAME SIGN
FABRICATE, INSTALL and REMOVAL
DAILY REPORT SHEET

ATTN:

FROM:

WORK ORDER #

FAX DATE:

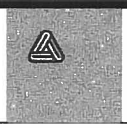
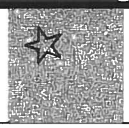
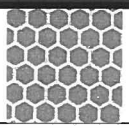
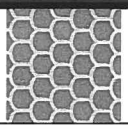
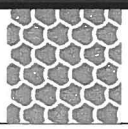
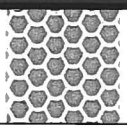
STREET 1		STREET 2									
NAME	BLK #	NAME	BLK #	NOTES	DATE	REMOVAL		DATE	INSTALL	
					COMPLETE	EMPLOYEE INITIAL	QTY	COMPLETE	EMPLOYEE INITIAL	QTY

2011 Traffic Sign Retroreflective Sheeting Identification Guide

U.S. Department of Transportation
Federal Highway Administration

This document is intended to help identify sign sheeting materials for rigid signs and their common specification designations. It is not a qualified product list. FHWA does not endorse or approve sign sheeting materials. Many other sheeting materials not listed here are available for delineation and construction/work zone uses.

Retroreflective Sheeting Materials Made with Glass Beads

Example of Sheeting (Shown to scale)								
ASTM D4956-04	I	II	II	III	III	III	III	III
ASTM D4956-09	I	II	II	III	III	III	III	III
AASHTO M268-10	(1)	(1)	(1)	A	A	A	A	A
Manufacturer	Several companies	Avery Dennison®	Nippon Carbide	3M™	ATSM, Inc.	Avery Dennison®	Nippon Carbide	Oracal
Brand Name	Engineer Grade	Super Engr Grade	Super Engr Grade	High Intensity	High Intensity	High Intensity	High Intensity	High Intensity
Series	Several	T-2000	15000	2800 3800	ATSM HI	T-5500	N500	5800
NOTES:	(2)	(3) (4)	(4)	(3) (4)	(4)	(4)	(4)	(4)

(1) – Sheeting material does not meet minimum AASHTO classification criteria.
(2) – Glass Bead Engineer Grade sheeting is uniform without any patterns or identifying marks. Section 2A.08 of the 2009 MUTCD (http://mutcd.fhwa.dot.gov) does not allow this sheeting type to be used for new yellow or orange signs, or new legends on green signs.
(3) – Material no longer sold in the United States as of the date of this publication.
(4) – Section 2A.08 of the 2009 MUTCD (http://mutcd.fhwa.dot.gov) does not allow this sheeting type to be used for new legends on green overhead signs.

- ASTM D4956-04 is referenced in Table 2A-3 of the 2009 MUTCD.
- ASTM D4956-09 is the most current ASTM sign sheeting specification (the 2009 version is designated by "-09").
- AASHTO M268-10 Types for this Guide are based only on retroreflective properties and not other unique AASHTO requirements such as color.

Manufacturer Contact Information

3M - http://www.3M.com/tss
Avery Dennison - http://www.reflectives.averydennison.com
Oracal - http://www.oracal.com
ATSM, Inc. - http://www.atsminc.com
Nippon Carbide - http://www.nikkalite.com
Reflexite - http://www.reflexite.com

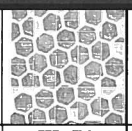
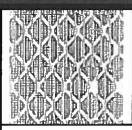
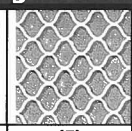
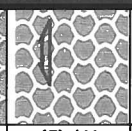
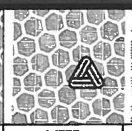
FHWA Publication Number: FHWA-SA-11-14. For additional copies of this document, please send request to report.center@dot.gov

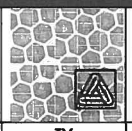
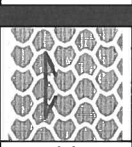
2011 Traffic Sign Retroreflective Sheeting Identification Guide

U.S. Department of Transportation
Federal Highway Administration

This document is intended to help identify sign sheeting materials for rigid signs and their common specification designations. It is not a qualified product list. FHWA does not endorse or approve sign sheeting materials. Many other sheeting materials not listed here are available for delineation and construction/work zone uses.

Retroreflective Sheeting Materials Made with Prisms

Example of Sheeting (Shown to scale)								
D4956-04	(5)	III, IV	III, IV, X	(5)	(5) / X	(5)	VIII	VII, VIII, X
D4956-09	I	III, IV	III, IV	IV	IV / VIII	VIII	VIII	VIII
M268-10	(6)	B	B	B	B	B	B	(9)
Manufacturer	3M™	Avery Dennison®	3M™	Reflexite®	Nippon Carbide	3M™	Avery Dennison®	3M™
Brand Name	Engr Grade Prismatic	High Intensity Prismatic	High Intensity Prismatic	High Intensity Prismatic	Crystal Grade	Reflective Sheeting	MVP Prismatic	Diamond Grade™ LDP
Series	3430	T-6500	3930	IC400	94000 / 92000	3940	T-7500	3970
NOTES:	(7)				(8)			(10)

Example of Sheeting (Shown to scale)						NOTE: The watermarks have been enhanced in this ID Guide. They are shown to scale but are not as visible on actual sheeting materials. It helps to view the sheeting materials at different angles to see the watermarks. The spacing of the watermarks varies and therefore watermarks may not be present on small pieces of sheeting.
D4956-04	IX	IX	(5)	(5)	(5)	
D4956-09	IX	IX	IX	XI	XI	
M268-10	B	B	B	D	D	
Manufacturer	3M™	Avery Dennison®	Nippon Carbide	3M™	Avery Dennison®	
Brand Name	Diamond Grade™ VIP	OmniView™	Crystal Grade	Diamond Grade™ DG3	OmniCube™	
Series	3990	T-9500	95000	4000	T-11500	
NOTES:						

(5) – Material was either unavailable in 2005 (previous version of this Guide) or unassigned in the 2004 version of ASTM D4956.
(6) – Sheeting material does not meet minimum AASHTO classification criteria.
(7) – Section 2A.08 of the 2009 MUTCD (http://mutcd.fhwa.dot.gov) does not allow this sheeting type to be used for new yellow or orange signs, or new legends on green signs.
(8) – These two materials (94000 and 92000) are visually indistinguishable from one another.
(9) – Material has been discontinued prior to AASHTO M268-10.
(10) – Material no longer sold in the United States as of the date of this publication.

Resources

Federal Highway Administration – http://www.fhwa.dot.gov/retro
Manual on Uniform Traffic Control Devices (MUTCD) – http://mutcd.fhwa.dot.gov
ASTM – http://www.astm.org AASHTO – http://www.transportation.org
Texas Transportation Institute – http://tti.tamu.edu/visibility

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

Furnish & Installation of Traffic Control & Street Name Signs

Solicitation Number PD 16-17.073

Solicitation

MAILING DATE: August 07, 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 3:30 PM CDT, September 26, 2017.
OFFERS WILL BE RECEIVED UNTIL: 1:30 PM CDT, October 19, 2017, and may not be withdrawn within 90 day 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:
59-1104811

Terms of Payment
Check

Delivery Date will be 0-30 **days after receipt of purchase order or Work Order.**

Bid Bond Attached:
$ * /000 =

Vendor Name: GULF COAST TRAFFIC ENGINEERS, INC
Address: 8203 KIPLING ST
City, ST. & Zip: PENSACOLA, FL 32514
Phone: ( ) 850-478-7066
Toll Free: ( )
Fax: ( )

BLAIR S. CROOKE
(Name and Title of Person Authorized to Sign Offer)

* Blair S Crooke
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

	72 Hours	10 Days	30 Days
Part I Subtotals	$ 706.00	$ 682.50	$ 659.00
Part II Subtotals	$ 116.00	$ 110.00	$ 104.00
Part III Subtotals	$ 125.00	$ 120.00	$ 115.20
Part IV Subtotals	$ 73.95	$ 70.60	$ 70.60
	10 Days	**30 Days**	**60/90/120 Days**
Part V Subtotals	$ 1,593.95	$ 1,589.75	$ 1,586.15
Part VI Subtotals	$ 172.00	$ 170.45	$ 170.85

EXHIBIT B

Bid Form
PD 16-17.073 Furnish & Installation of Traffic Control & Street Name Signs

PART I: FURNISH AND INSTALL SIGN ASSEMBLIES		72 Hours	10 Days	30 Days
Two-Color Sign Assembly	**Unit**			
Type III-A (High Intensity Grade) reflective sheeting	SF	$ 30.00	$ 29.00	$ 28.00
Type XI (Diamond Grade) reflective sheeting	SF	$ 32.00	$ 31.00	$ 30.00
Three-Color Sign Assembly	**Unit**			
Type III-A (High Intensity Grade) reflective sheeting	SF	$ 25.00	$ 24.00	$ 23.00
Type XI (Diamond Grade) reflective sheeting	SF	$ 27.00	$ 26.00	$ 25.00
Four-Color Sign Assembly	**Unit**			
Type III-A (High Intensity Grade) reflective sheeting	SF	$ 10.00	$ 9.00	$ 8.00
Type XI (Diamond Grade) reflective sheeting	SF	$ 12.00	$ 11.00	$ 10.00
Delineators/Object Markers	**Unit**			
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA	$ 25.00	$ 24.00	$ 23.00
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers	EA	$ 50.00	$ 49.00	$ 48.00
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA	$ 15.00	$ 14.00	$ 13.00
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers, without post	EA	$ 15.00	$ 14.00	$ 13.00
Impact recovery flexible delineators 36"	EA	$ 25.00	$ 24.00	$ 23.00
Impact recovery flexible delineators 48"	EA	$ 30.00	$ 29.00	$ 28.00
Impact recovery flexible delineators 60"	EA	$ 25.00	$ 24.00	$ 23.00
Safe-Hit flexible delineator - 48"	EA	$ 65.00	$ 64.00	$ 63.00
Miscellaneous	**Unit**			
Substitute galvanized, in lieu of painted, U-Channel post.	EA	$ 10.00	$ 9.00	$ 8.00
3" x 15' round aluminum post with 8" Zee bar and bracket 12" below grade (includes all sign brackets and hardware)	EA	$ 65.00	$ 64.00	$ 63.00
7 ft., galvanized, U-Channel post (2#/ft)	EA	$ 10.00	$ 9.00	$ 8.00
11 ft., galvanized, U-Channel post (3#/ft)	EA	$ 20.00	$ 19.00	$ 18.00
14 ft., galvanized, U-Channel Post (3#/ft)	EA	$ 50.00	$ 49.00	$ 48.00
12 ft., galvanized, U-Channel Post (3#/ft)	EA	$ 40.00	$ 39.00	$ 38.00
Lap splice assembly (3#/ft)	EA	$ 10.00	$ 9.00	$ 8.00
Brackets to mount signs to concrete (F&I)	EA	$ 70.00	$ 69.00	$ 68.00
Reflective paint on concrete curb (face & top)	EA	$ 40.00	$ 39.00	$ 38.00
Reflective pavement marker (RPM)(F&I)	EA	$ 5.00	$ 4.50	$ 4.00
Sub-Total		$ 706.00	$ 682.50	$ 659.00

PART II: FURNISH AND INSTALL SIGN ON *EXISTING* POST		72 hours	10 Days	30 Days
Two-Color Sign Assembly	**Unit**			
Type III-A (High Intensity Grade) reflective sheeting	SF	$ 25.00	$ 24.00	$ 23.00
Type XI (Diamond Grade) reflective sheeting	SF	$ 27.00	$ 26.00	$ 25.00
Three-Color Sign Assembly	**Unit**			
Type III-A (High Intensity Grade) reflective sheeting	SF	$ 20.00	$ 19.00	$ 18.00
Type XI (Diamond Grade) reflective sheeting	SF	$ 22.00	$ 21.00	$ 20.00
Four-Color Sign Assembly	**Unit**			
Type III-A (High Intensity Grade) reflective sheeting	SF	$ 10.00	$ 9.00	$ 8.00
Type XI (Diamond Grade) reflective sheeting	SF	$ 12.00	$ 11.00	$ 10.00
Sub-Total		$ 116.00	$ 110.00	$ 104.00
PART III: FURNISH ONLY				
Two-Color Sign Assembly	**Unit**			
Type III-A (High Intensity Grade) reflective sheeting	SF	$ 12.00	$ 11.00	$ 10.00
Type XI (Diamond Grade) reflective sheeting (0.080 Gauge)	SF	$ 15.00	$ 14.50	$ 14.00
Type XI (Diamond Grade) reflective sheeting (0.125 Gauge)	SF	$ 18.00	$ 17.50	$ 17.40
Three-Color Sign Assembly	**Unit**			
Type III-A (High Intensity Grade) reflective sheeting	SF	$ 13.00	$ 12.00	$ 11.00
Type XI (Diamond Grade) reflective sheeting	SF	$ 16.00	$ 15.50	$ 15.40
Four-Color Sign Assembly	**Unit**			
Type III-A (High Intensity Grade) reflective sheeting	SF	$ 14.00	$ 13.00	$ 12.00
Type XI (Diamond Grade) reflective sheeting	SF	$ 17.00	$ 17.50	$ 17.40
Miscellaneous	**Unit**			
Type "B" Flashing Beacon (Selling Price)	EA	$ 20.00	$ 19.00	$ 18.00
Sub-Total		$ 125.00	$ 120.00	$ 115.20
PART IV: REMOVE/RELOCATE TRAFFIC CONTROL SIGNS				
Remove/Locate Signs	**Unit**			
Remove sign assembly	PA	$ 15.00	$ 15.00	$ 14.50
Remove sign only	EA	$ 5.00	$ 4.50	$ 4.00
Relocate sign assembly	PA	$ 22.00	$ 20.00	$ 18.50
Miscellaneous	**Unit**			
Installation of 18" Overhead Street Name Sign	SF	$ 19.45	$ 19.35	$ 19.00
Reflective paint on concrete curb (face and top)	SF	$ 7.50	$ 7.25	$ 7.00
Reflective pavement marker (RPM)	EA	$ 5.00	$ 4.50	$ 4.00
**Excludes Weekends and Holidays*				
Sub-Total		$ 73.95	$ 70.60	$ 70.60

Part V: FURNISH & INSTALL STREET NAME SIGNS	Unit	10 Days	30 Days	60, 90, 120 Days
Street Name Sign assembly, (2) 9" blades (F&I)	AS	$ 145.00	$ 145.00	$ 145.00
Street Name Sign assembly, (2) 12" blades (F&I)	AS	$ 255.00	$ 255.00	$ 255.00
Street Name Sign assembly, (4) 9" blades (F&I)	AS	$ 265.00	$ 262.00	$ 260.00
Street Name Sign assembly, (4) 12" blades (F&I)	AS	$ 370.00	$ 370.00	$ 370.00
"Dead End" blade w/arrow, with sign assembly (F&I)	AS	$ 45.00	$ 45.00	$ 45.00
"No Outlet" blade w/arrow, with sign assembly (F&I)	AS	$ 45.00	$ 45.00	$ 45.00
Remove & Dispose of old Street Name Sign w/post concrete marker	EA	$ 10.00	$ 10.00	$ 10.00
Spelling Correction decal, 9" (Furnish)	EA	$ 3.10	$ 3.05	$ 3.00
Spelling Correction decal, 9" (F&I)	EA	$ 3.40	$ 3.30	$ 3.20
Spelling Correction decal, 12" (Furnish)	EA	$ 3.20	$ 3.15	$ 3.10
Spelling Correction decal, 12" (F&I)	EA	$ 3.50	$ 3.40	$ 3.30
Block Number Correction decal, 9" (Furnish)	EA	$ 3.40	$ 3.30	$ 3.20
Block Number Correction decal, 9" (F&I)	EA	$ 3.40	$ 3.30	$ 3.20
Block Number Correction decal, 12" (Furnish)	EA	$ 3.20	$ 3.15	$ 3.10
Block Number Correction decal, 12" (F&I)	EA	$ 3.50	$ 3.40	$ 3.30
Street Name Sign assembly, (1) 9" blades (F&I)	AS	$ 85.00	85.00	$ 85.00
Street Name Sign assembly, (1) 12" blades (F&I)	AS	$ 95.00	$ 95.00	$ 95.00
Street Name Sign, (1) 9" blades on existing post (F&I)	EA	$ 45.50	$ 45.40	$ 45.00
"Dead End" w/arrow, w/(2) 9" blades (F&I)	PR	$ 30.00	$ 30.00	$ 30.00
"Dead End" w/arrow, w/(2) 12" blades (F&I)	PR	$ 45.00	$ 45.00	$ 45.00
"No Outlet" w/arrow, w/(2) 9"blades (F&I)	PR	$ 30.00	$ 30.00	$ 30.00
"No Outlet" w/arrow, w/(2) 12"blades (F&I)	PR	$ 45.00	$ 45.00	$ 45.00
Overhead 18" Street Name sign (Include Z-Bar)	SF	$ 25.50	$ 25.40	$ 25.25
Overhead 18" Street Name sign (FO)	SF	$ 15.50	$ 15.40	$ 15.25
Relocation of Existing Street Name sign assembly	EA	$ 15.75	$ 15.50	$ 15.25
Sub-Total		$ 1,593.95	$ 1,589.75	$ 1,586.15
PART VI: ECAT SIGNS	**Unit**			
Type I (or better) Multi-color reflective sheeting Bus Stop Sign 12" x 18"	EA	$ 12.50	$ 12.40	$ 12.30
Post Green U-Channel 12FT #2	EA	$ 26.50	$ 26.40	$ 28.25
Post Galvanized U-Channel 12FT #2	EA	$ 35.50	$ 35.40	$ 35.30
Post Round Aluminum 3" x 13'6" (DOT SPEC.)	EA	$ 65.00	$ 64.00	$ 63.00
Install sign assembly w/U-channel post 12' #2 Install sign assembly w/round aluminum 3"x13'6" (DOT SPEC.)	EA	$ 32.50	$ 32.25	$ 32.00
Sub-Total		$ 172.00	$ 170.45	$ 170.85

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13239 **County Administrator's Report 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Contract Award for Installation, Refurbish, and Removal of Pavement Markings and Associated Items
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Installation, Refurbish, and Removal of Pavement Markings and Associated Items - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Coastline Striping, Inc., per the terms and conditions of PD 16-17.072, Installation, Refurbish, and Removal of Pavement Markings and Associated Items, with a Fiscal Year 2017-2018 expenditure of $500,000.

[Fund: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, $300,000; Fund 185-199, Master Drainage Basin Funds, Cost Center 210719-210736, $50,000; Fund 352, LOST III, Cost Center 210107, $100,000; and Fund 353, LOST IV, Cost Center 210106 $50,000]

BACKGROUND:

An Invitation to Bid for PD 16-17.072, Installation, Refurbish, and Removal of Pavement Markings and Associated Items was publicly noticed on Tuesday, September 05, 2017 in the Pensacola News Journal. No companies attended the non-mandatory pre-solicitation conference on Tuesday, September 19, 2017. Two vendors submitted bids on Tuesday, October 3, 2017.

BUDGETARY IMPACT:

Fund 175, Transportation Trust Fund; Cost Center 211201; Object Code 54601, $300,000
Fund 185-199, Master Drainage Basin Funds; Cost Center 210719-210736, $50,000
Fund 352, LOST III; Cost Center 210107, $100,000
Fund 353, LOST IV; Cost Center 210106 $50,000

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and the Road Department will be the contract administrator for the Agreement.

Attachments

Recommendation to Award Checklist

Agreement

Bid Tab Recommended Award

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Installation, Refurbish, and Removal of Pavement Markings and Associated Items

Bid Number: PD 16-17.072

Opening Date/Time: October 03, 2017, 3:00 PM CDT

Purchasing Agent: Jeffrey Lovingood

Client Department: Public Works Dept. Director/Designee: David Forte

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition #: _____

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)

Unit Price Extensions Checked by:

(Signature) _____ (Date) _____

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Department [ ] Yes [ ] No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____ Digitally signed by Colby Brown DN: cn=Colby Brown, o=Public Works, ou=Traffic, Design, Survey, email=csbrown@myescambia.com, c=US Date: 2017.10.24 18:22:30 -05'00'

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

Fund 175 (Transportation Trust Fund) Cost Center 211201/211602/211101 $300,000
Fund 182-199 (Master Drainage Basin Funds) Cost Centers 210719-210736 $50,000
Fund 352 (LOST III) Cost Center 210107 $100,000
Fund 353 (LOST IV) Cost Center 210106 $50,000

Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US
Date: 2017.10.04 14:03:47 -05'00'

AGREEMENT RELATING TO PAVEMENT MARKINGS (PD 16-17.072)

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 Coastline Striping, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 34-2012062, whose principal address is 8840 Fowler Avenue, Pensacola, Florida 32534 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on August 7, 2017, the County issued an Invitation to Bid seeking a Contractor to provide installation, refurbishing and removal of pavement markings and other related services throughout Escambia County (PD 16-17.072); 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 such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders "Installation, Refurbish, and Removal of Pavement Markings and Associated Items," Specification No. P.D. 16-17.072, 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. County shall pay Contractor for services rendered in accordance with the 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:

Coastline Striping, Inc.
Attention: Jason Bense
8840 Fowler Avenue
Pensacola, Florida 32534

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: _____

Witness: _____

BCC Approved: _____

CONTRACTOR:
COASTLINE STRIPING, INC.

ATTEST:

BY: _____
Jason Bense, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/9/17

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 850-595-4805.

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 Bid/Proposal 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.

   Specification Number PD 16-17.072, "Installation, Refurbish, and Removal of Pavement Markings and Associated Items", 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. **Project Narrative**

This contract involves work for capital improvement and maintenance projects throughout Escambia County. Work will consist of the layout, installation, and refurbishing of paint, thermoplastic, textured pavement, raised pavement markings (RPMs) wheel stops, galvanized post-type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the Contractor in accordance with federal, state and local requirements including FDOT, DEP, and EPA.

Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit C) and comply with FDOT.

The County may issue individual Purchase Orders (PO) or releases from Blanket Purchase Order(s) in the form of Work Orders (WO) against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form.

All PO/WOs will require a signed agreement (Exhibit A) returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation. All PO/WOs will define the Scope of Work to be performed at the time it is issued.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of **Five Hundred Dollars ($500.00)**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the check or bond 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 resulting PO/WO by signing the Solicitation, Offer, and Bid Form/acceptance copy of same, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of the 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 Statue 337.18, under pledge of adequate surety and covering up **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. **Questions**

All questions shall be directed to Jeffrey Lovingood, Purchasing Specialist. Phone: 850-595-4953, E-Mail: JDLovingood@myescambia.com.

All questions shall be submitted in writing (E-Mail) and must be received no later than 5:00 PM CDT, August 29, 2017.

6. **Bid Forms**

The 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 or 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, 213 Palafox Place, Pensacola, Florida, 32502, on **September 19, 2017, at 3:30 PM CDT.**

8. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County as noted by the Project Director on a project-by-project basis. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

10. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment with the time(s) specified in the PO/WO, 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 **Three Hundred Dollars ($300.00) 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.

11. **Safety Regulations**

Equipment shall meet all state and federal safety regulations.

12. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

13. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Public Works Department
Attention: Davie Forte, Transportation & Traffic Operations
3363 West Park Place
Pensacola, FL 32505

Please note that all Invoices shall include the PO/WO number, Item Number listed on the PO/WO, general description, quantity ordered, Unit Price and Extended Total for each item, as well as the Grand Total for all items listed on the PO/WO. Failure to comply with this process will result in the rejection of the Invoice and may result in delays in Contractor receiving payment. County staff is responsible for returning all incomplete invoices to the Contractor within ten (10) days. The County will reserve the right to explain in detail non-compliant invoices and corrective actions.

14. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor in accordance with the issued PO/WO, prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. Details and diagrams for proper fabrication and installation contained in the Technical Specifications contained within this document. It will be the responsibility of the awarded vendor to supply the necessary labor

and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

15. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **two (2) years** from the 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.

16. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

17. 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.

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.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of the 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.

19. Contract Term

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.

A. 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.

20. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

21. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

22. Changes - Service Contracts

The County may at any time by issuance of an executed Change Order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed Change Order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

23. Ordering

The County may issue individual POs or releases from Blanket POs in the form of WOs against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form. Regardless of the method that the PO/WO is issued, the MINIMUM requirement for placing or filling an order shall include the PO/WO number, item number of the commodity being ordered, quantity being ordered, the Unit Price of item(s), and the number of days to complete the order.

Time is of the essence in the performance of the work under this Contract. Agreement is established by signing and accepting the terms of the Contract.

The "Commencement Date" and "Completion Date" will be identified on each PO/WO. Each PO/WO will be submitted to the Contractor for review with the Commencement Date and Completion Date clearly noted. The Contractor will have **three (3) business days** to review and return the signed PO/WO to the County. This signature indicates that the Contractor acknowledges the work to be done and the required dates for project beginning and completion. The Contractor does not have the right to refusal, but can request a new Commencement or Completion Date. The County reserves the right to refuse all such requests.

No work shall be performed at the project site(s) prior to the Commencement Date. Any work performed by the Contractor or their agent prior to the Commencement Date shall be at the sole risk of the Contractor.

The PO/WO shall be completed within the time schedule established therein. If work cannot be completed within the time allotted, the Contractor may request a time extension, which shall be submitted in writing to the Contract Administrator. All responses from the County shall be in writing to be deemed valid. Work not completed within the time allotted will result in Liquidated Damages.

Time allotted for work completion shall be specified according to the schedule below. The County reserves the right to increase or decrease the time allotted as needed to meet specific needs.

Schedule	
PO/WO greater than $50,000.00	120 days
PO/WO greater than $20,000.00 - $49,999.99	60 days
PO/WO greater than $10,000.00 - $19,999.99	30 days
PO/WO greater than $5,000.00 - $9,999.99	15 days
PO/WO less than $5,000.00	10 days

Additional line items may be added post-award via an executed Change Order to the Contract. Changes due to unforeseen needs identified by the County shall be added by

"Contract Amendment" (Exhibit B) to these specifications and be included as addendum(s) to the line items included in this solicitation. All amendments shall first be approved by the Escambia County Board of County Commissioners (BCC) prior to being added to the Contract as an addendum.

Upon notice of intent to amend the Contract by the County, or request to amend the Contract by the Contractor, the County will submit to the Contractor a Contract Amendment including a list of proposed items for inclusion in the amendment. The Contractor will sign, date, and return the proposed amendment to the Contract Administrator within three (3) business days. The Contract Administrator shall submit a Recommendation to the BCC for approval. Upon BCC approval, the amendment shall be forwarded to the Office of Purchasing for appropriate action relating to the Contract. Pricing stated in the Bid Form or as amended shall apply for the duration of the Contract.

24. Licenses, Certifications, Registrations

The offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

25. 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 the offer.

26. Award

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County. It is the intent of the County to award all items listed on the Bid Form to the responsive and responsible low bidder.

27. Termination

The PO/WO or contract will be subject to immediate termination if either the product or service does not comply with the 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 the 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 the 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.

28. 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.

A 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 an 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.

29. 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 the Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and all of the 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).

30. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense to Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

31. 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. 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.

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.

32. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer, and their agents, offices, and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorney's fees and paralegal's 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 the 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 one hundred dollars ($100.00) of the Contract Amount paid by the County to the 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.

INSTALLATION, REFURBISHMENT and REMOVAL of PAVEMENT MARKINGS

TECHNICAL SPECIFICATIONS

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:

1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352 and 17359, latest edition.

2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, latest edition.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the

Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, latest edition.

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, latest edition.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, latest edition.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, latest edition.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, latest edition.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retro-reflectivity readings certifying that the materials *(Exhibit C)* meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT / PAYMENT

4.1 METHOD OF MEASUREMENT

The County Contract Administrator or project manager may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

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

Installation, Refurbish, and Removal of Pavement Markings and Associated Items

Solicitation Number PD 16-17.072

Solicitation

MAILING DATE: August 07, 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 3:30 PM CDT, September 19, 2017.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, October 03, 2017, and may not be withdrawn within 90 day 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: 34-2012062

Delivery Date will be 0-10 **days after receipt of Purchase Order or Work Order.**

Terms of Payment
NET-30

Bid Bond Attached:
$ 500.00

Vendor Name: Coastline Striping, Inc.
Address: 8840 Fowler Avenue
City, ST. & Zip: Pensacola, Florida 32534
Phone: (850) 477-4484
Toll Free: ( )
Fax: (850) 477-4481

Jason Bense, President
(Name and Title of Person Authorized to Sign Offer)

* [signature]
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 (Subtotals from "10 Days" Column Parts I-V) $20,443.50

Part VI – Night Applications Flat Rate Adder $250.00

Percentage Adder 0.01

Performance Bond (Cost Per $1,000.00) $15.00

Times Number of Thousands) 20.6935

Performance Bond Cost = $310.41

Total Bid

$20,693.50

Total Bid = Base Bid + Largest Adder

EXHIBIT
tabbies
B

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PART I: APPLICATION OF PAINT MARKINGS (WHITE, YELLOW, BLUE, RED)					
PO100	Skip Stripe, 4", 10'-30' Skip	GM	450.00	450.00	450.00
PO101	Skip Stripe, 4", 10'-30' Skip	LF	1.50	1.50	1.50
PO102	Skip Stripe, 4", 6'-10' Skip	LF	1.50	1.50	1.50
PO103	Skip Stripe, 4", 2'-4' Skip	LF	1.50	1.50	1.50
PO104	Solid Stripe, 4"	LF	1.50	1.50	1.50
PO105	Solid Stripe, 4"	GM	600.00	600.00	600.00
PO106	Skip Stripe, 6", 10'-30' Skip	GM	400.00	400.00	400.00
PO107	Skip Stripe, 6", 10'-30' Skip	LF	1.50	1.50	1.50
PO108	Skip Stripe, 6", 6'-10' Skip	LF	1.50	1.50	1.50
PO109	Skip Stripe, 6", 2'-4' Skip	LF	1.50	1.50	1.50
PO110	Solid Stripe, 6"	GM	650.00	650.00	650.00
PO111	Solid Stripe, 6"	LF	1.50	1.50	1.50
PO112	Solid Stripe, 12"	LF	3.00	3.00	3.00
PO113	Solid Stripe, 18"	LF	4.00	4.00	4.00
PO114	Solid Stripe, 24"	LF	5.00	5.00	5.00
PO115	Directional Arrow, Single-headed, 12SF	EA	10.00	10.00	10.00
PO116	Directional Arrow, Single-headed, 16SF	EA	45.00	45.00	45.00
PO117	Directional Arrow, Double-headed, 27SF	EA	45.00	45.00	45.00
PO118	"Bump" Pavement Message	EA	45.00	45.00	45.00
PO119	Removal "Bump Pavement Message	EA	5.00	5.00	5.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	10.00	10.00	10.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	15.00	15.00	15.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	20.00	20.00	20.00
PO123	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
PO124	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
PO125	"Lane" Pavement Message	EA	13.00	13.00	13.00
PO126	"Left" Pavement Message	EA	13.00	13.00	13.00
PO127	"Merge" Pavement Message	EA	15.00	15.00	15.00
PO128	"Only" Pavement Message	EA	15.00	15.00	15.00
PO129	"Ped Xing" Pavement Message	EA	45.00	45.00	45.00
PO130	"Right" Pavement Message	EA	20.00	20.00	20.00
PO131	"RXR" Pavement Message	EA	50.00	50.00	50.00
PO132	"School" Pavement Message	EA	60.00	60.00	60.00
PO133	"Stop" Pavement Message	EA	45.00	45.00	45.00
PO134	"Yield" Pavement Message	EA	25.00	25.00	25.00
PO135	Approach Yield (Ref: 3B-14a) MUTCD	EA	15.00	15.00	15.00
PO136	Approach Yield (Ref: 3B-14b) MUTCD	EA	15.00	15.00	15.00
PO137	"Turn" Pavement Message	EA	10.00	10.00	10.00
PO138	Diamond Pavement Message	EA	5.00	5.00	5.00
PO139	Bike Symbol Pavement Message	EA	15.00	15.00	15.00
PO140	Bike Symbol "Arrow"	EA	12.00	12.00	12.00
PO141	Bike Symbol & Arrow	EA	30.00	30.00	30.00
PO142	5' Handicapped Symbol Pavement Message	EA	25.00	25.00	25.00
PO143	3' Handicapped Symbol Pavement Message	EA	15.00	15.00	15.00
PO144	Removal of Paint Markings	LF	5.00	5.00	5.00
PO145	Removal of Paint Markings	SF	10.00	10.00	10.00
PO146	Solid Stripe, 4" (BLUE)	LF	1.00	1.00	1.00
PO147	Solid Stripe, 6" (BLUE)	LF	1.00	1.00	1.00

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
PO149	Removal of Combination (Ref; 3B-30 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
PO150	Temporary Removal Tape 6" White	EA	4.00	4.00	4.00
PO151	Temporary Removal Tape 6" Blue	EA	4.00	4.00	4.00
PO152	Temporary Removable Tape Handicap Emblem	EA	20.00	20.00	20.00
		Sub-total	3027.00	3027.00	3027.00
PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE, YELLOW, BLUE, RED)					
TO100	Skip Stripe, 4", 10'-30' Skip	GM	1600.00	1600.00	1600.00
TO 101	Skip Stripe, 4", 10'-30' Skip	LF	2.00	2.00	2.00
TO102	Skip Stripe, 4", 6'-10' Skip	LF	2.00	2.00	2.00
TO103	Skip Stripe, 4", 2'-4' Skip	LF	2.00	2.00	2.00
TO104	Solid Stripe, 4"	LF	2.00	2.00	2.00
TO105	Solid Stripe, 4"	GM	3300.00	3300.00	3300.00
TO106	Skip Stripe, 6", 10'-30' Skip	GM	1600.00	1600.00	1600.00
TO107	Skip Stripe, 6", 10'-30' Skip	LF	2.00	2.00	2.00
TO108	Skip Stripe, 6", 6'-10' Skip	LF	2.00	2.00	2.00
TO109	Skip Stripe, 6", 2'-4' Skip	LF	2.00	2.00	2.00
TO110	Solid Stripe, 6"	GM	3100.00	3100.00	3100.00
TO111	Solid Stripe, 6" Audible and Vibratory	GM	3450.00	3450.00	3450.00
TO112	Solid Stripe, 6"	LF	2.00	2.00	2.00
TO113	Solid Stripe, 6" Audible and Vibratory	LF	5.00	5.00	5.00
TO114	Solid Stripe, 12"	LF	5.00	5.00	5.00
TO115	Solid Stripe, 18"	LF	5.00	5.00	5.00
TO116	Solid Stripe, 24"	LF	7.00	7.00	7.00
TO117	Directional Arrow, Single-headed, 12SF	EA	15.00	15.00	15.00
TO118	Directional Arrow, Single-headed, 16SF	EA	70.00	70.00	70.00
TO119	Directional Arrow, Double-headed,	EA	90.00	90.00	90.00
TO120	"Bump" Thermoplastic Message	EA	75.00	75.00	75.00
TO121	Removal "Bump Thermoplastic Message	EA	30.00	30.00	30.00
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	150.00	150.00	150.00
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	175.00	175.00	175.00
TO124	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	150.00	150.00	150.00
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	150.00	150.00	150.00
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	150.00	150.00	150.00
TO127	"Lane" Thermoplastic Message	EA	40.00	40.00	40.00
TO128	"Left" Thermoplastic Message	EA	40.00	40.00	40.00
TO129	"Merge" Thermoplastic Message	EA	50.00	50.00	50.00
TO130	"Only" Thermoplastic Message	EA	50.00	50.00	50.00
TO131	"Ped Xing" Thermoplastic Message	EA	70.00	70.00	70.00
TO132	"Right" Thermoplastic Message	EA	40.00	40.00	40.00
TO133	"RXR" Thermoplastic Message	EA	120.00	120.00	120.00
TO134	"School" Thermoplastic Message	EA	100.00	100.00	100.00
TO135	"Stop" Thermoplastic Message	EA	75.00	75.00	75.00
TO136	"Yield" Thermoplastic Message	EA	40.00	40.00	40.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	50.00	50.00	50.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	70.00	70.00	70.00
TO139	"Turn" Thermoplastic Message	EA	40.00	40.00	40.00
TO140	Diamond Thermoplastic Message	EA	20.00	20.00	20.00
TO141	Bike Symbol Thermoplastic Message	EA	100.00	100.00	100.00

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO142	Bike Symbol "Arrow"	EA	50.00	50.00	50.00
TO143	Bike Symbol & Arrow	EA	150.00	150.00	150.00
TO144	5' Handicapped Symbol Thermoplastic Message	EA	70.00	70.00	70.00
TO145	3' Handicapped Symbol Thermoplastic Message	EA	50.00	50.00	50.00
TO146	Removal of Thermoplastic Markings	LF	5.00	5.00	5.00
TO147	Removal of Thermoplastic Markings	SF	10.00	10.00	10.00
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	125.00	125.00	125.00
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	400.00	400.00	400.00
TO150	Solid Stripe, 4" (BLUE)	LF	600	600	600
TO151	Solid Stripe, 6" (BLUE)	LF	6.50	6.50	6.50
TO152	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
TO153	Removal of Combination (Ref; 3B-30 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	80.00	80.00	80.00
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	100.00	100.00	100.00
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	30.00	30.00	30.00
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	30.00	30.00	30.00
		Sub-total	16320.50	16320.50	16320.50
PART III:	LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS*				
LO100	Skip Stripe, 4", 10'-30' Skip	GM	50.00	50.00	50.00
LO 101	Skip Stripe, 4", 10'-30' Skip	LF	1.00	1.00	1.00
LO102	Skip Stripe, 4", 6'-10' Skip	LF	1.00	1.00	1.00
LO103	Skip Stripe, 4", 2'-4' Skip	LF	1.00	1.00	1.00
LO104	Solid Stripe, 4"	LF	1.00	1.00	1.00
LO105	Solid Stripe, 4"	GM	125.00	125.00	125.00
LO106	Skip Stripe, 6", 10'-30' Skip	GM	125.00	125.00	125.00
LO107	Skip Stripe, 6", 10'-30' Skip	LF	1.00	1.00	1.00
LO108	Skip Stripe, 6", 6'-10' Skip	LF	1.00	1.00	1.00
LO109	Skip Stripe, 6", 2'-4' Skip	LF	1.00	1.00	1.00
LO110	Solid Stripe, 6"	GM	125.00	125.00	125.00
LO111	Solid Stripe, 6"	LF	1.00	1.00	1.00
LO112	Solid Stripe, 12"	LF	1.00	1.00	1.00
LO113	Solid Stripe, 18"	LF	2.00	2.00	2.00
LO114	Solid Stripe, 24"	LF	2.00	2.00	2.00
LO115	Directional Arrow, Single-headed, 12SF	EA	1.00	1.00	1.00
LO116	Directional Arrow, Single-headed, 16SF	EA	5.00	5.00	5.00
LO117	Directional Arrow, Double-headed, 27SF	EA	5.00	5.00	5.00
LO118	"Bump" Thermoplastic Message	EA	5.00	5.00	5.00
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	5.00	5.00	5.00
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	5.00	5.00	5.00
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	30.00	30.00	30.00
LO122	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
LO123	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
LO124	"Lane" Pavement Message	EA	2.00	2.00	2.00
LO125	"Left" Pavement Message	EA	2.00	2.00	2.00

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
LO126	"Merge" Pavement Message	EA	5.00	5.00	5.00
LO127	"Only" Pavement Message	EA	5.00	5.00	5.00
LO128	"Ped Xing" Pavement Message	EA	5.00	5.00	5.00
LO129	"Right" Pavement Message	EA	5.00	5.00	5.00
LO130	"RXR" Pavement Message	EA	40.00	40.00	40.00
LO131	"School" Pavement Message	EA	35.00	35.00	35.00
LO132	"Stop" Pavement Message	EA	10.00	10.00	10.00
LO133	"Yield" Pavement Message	EA	10.00	10.00	10.00
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	5.00	5.00	5.00
LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	20.00	20.00	20.00
LO136	"Turn" Pavement Message	EA	5.00	5.00	5.00
LO137	Diamond Pavement Message	EA	5.00	5.00	5.00
LO138	Bike Symbol Pavement Message	EA	5.00	5.00	5.00
LO139	Bike Symbol "Arrow"	EA	5.00	5.00	5.00
LO140	Bike Symbol & Arrow	EA	10.00	10.00	10.00
LO141	Handicapped Symbol Pavement Message	EA	5.00	5.00	5.00
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	10.00	10.00	10.00
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	40.00	40.00	40.00
		Sub-total	783.00	783.00	783.00
*Layout – Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.					
PART IV: LAYOUT AND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND FLEXIBLE POST CHANNELIZERS (All Colors)					
RO100	Mono-directional Reflective (RPM), (F&I)	EA	10.00	12.00	12.00
RO101	Bi-directional Reflective (RPM), (F&I)	EA	10.00	10.00	12.00
RO102	Removal, Reflective Pavement Markers	EA	1.00	1.00	1.00
RO103	Flexible Post C Delineators, 36" (F&I)	EA	25.00	25.00	25.00
RO104	Removal, Flexible Post Delineators	EA	2.00	2.00	2.00
RO105	Impact Recovery Flexible Delineators, 36" (F&I)	EA	50.00	50.00	50.00
RO106	Impact Recovery Flexible Delineators, 48" (F&I)	EA	60.00	60.00	60.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	65.00	65.00	65.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	15.00	15.00	15.00
		Sub-total	238.00	238.00	238.00
PART V: INSTALLATION, RELOCATION AND REMOVAL OFWHEEL STOPS					
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	50.00	50.00	50.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	15.00	15.00	15.00
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	10.00	10.00	10.00
		Sub-total	75.00	75.00	75.00

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*

PART VI: NIGHT APPLICATION OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 PM and 6:00 AM

Work required by the County to be performed under Part VI will include a Flat Rate adder or a Percentage Rate adder by the Contractor to cover increased night-time operational costs, in addition to the line item amounts. If the Percentage amount is less than the Flat Rate amount, the Flat Rate amount would supersede the Percentage.

Note: The Flat Rate should be the minimum additional cost the contractor considers is necessary for smaller jobs to compensate for increased nighttime operational costs.

Flat Rate adder = $250.00

Percentage adder = $20,443.50 (Use subtotals in "10 days" column from parts I – V for this total) (X) .01 (Enter % as a decimal (i.e. 15% = 0.15)) = $204.44 Percentage Adder Total

Grand Total (Parts I – V) = $20,443.50 (Use subtotals in "10 days" column from parts I – V for this total) (+) $250.00 (Larger of the two adders listed above. (Select Flat Rate OR Percentage.)) = $20,693.50 Bid Total

Definitions:

EA	Each
F&I	Furnish & Installation
GM	Gross Mile (applicable to segments one mile or greater)
LF	Linear Feet
MUTCD	Manual of Uniform Traffic Control Devices
RPM	Reflective Pavement Marker
SF	Square Foot

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Installation, Refurbish, & Removal of Pavement Markings and Associated Items BID # PD 16-17.072**								
Bid Opening Time: 3:00 PM CDT Bid Opening Date: 10/03//2017 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Bid Form Completed & Signed	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Coastline Striping	Y	Y	N/A	Y	Y	Y	N/A	Y	$20,693.50
Gulf Coast Traffic Engineers	Y	Y	N/A	Y	Y	Y	N/A	Y	$23,185.00

BIDS OPENED BY:	Jeffrey Lovingood, Purchasing Specialist	Date: 10/03//2017
BIDS TABULATED BY:	Jeffrey Lovingood, Purchasing Specialist	Date: 10/03//2017
BIDS WITNESSED BY:	Anita Benefield, Senior Office Support Specialist	Date: 10/03//2017

CAR **BOCC**
DATE 11/13/2017 **DATE 11/30/2017**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Coastline Striping, Inc.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

Posted @ 4:00 PM CDT 10/23/2017 JDL

ITEM #	Description of Work Order Items	Unit	Coastline Striping, Inc.				Gulf Coast Traffic Engineers, Inc.		
			10 days	15-30 days*	60-120 days*		10 days	15-30 days*	60-120 days*
PART I: APPLICATION OF PAINT MARKINGS (WHITE, YELLOW, BLUE, RED)									
PO100	Skip Stripe, 4", 10'-30' Skip	GM	$450.00	$450.00	$450.00		$525.00	$525.00	$525.00
PO101	Skip Stripe, 4", 10'-30' Skip	LF	$1.50	$1.50	$1.50		$1.50	$1.50	$1.50
PO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.50	$1.50	$1.50		$0.70	$0.70	$0.70
PO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.50	$1.50	$1.50		$0.70	$0.70	$0.70
PO104	Solid Stripe, 4"	LF	$1.50	$1.50	$1.50		$1.50	$1.50	$1.50
PO105	Solid Stripe, 4"	GM	$600.00	$600.00	$600.00		$850.00	$850.00	$850.00
PO106	Skip Stripe, 6", 10'-30' Skip	GM	$400.00	$400.00	$400.00		$625.00	$625.00	$625.00
PO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.50	$1.50	$1.50		$0.90	$0.90	$0.90
PO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.50	$1.50	$1.50		$0.90	$0.90	$0.90
PO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.50	$1.50	$1.50		$0.90	$0.90	$0.90
PO110	Solid Stripe, 6"	GM	$650.00	$650.00	$650.00		$825.00	$825.00	$825.00
PO111	Solid Stripe, 6"	LF	$1.50	$1.50	$1.50		$2.00	$2.00	$2.00
PO112	Solid Stripe, 12"	LF	$3.00	$3.00	$3.00		$3.50	$3.50	$3.50
PO113	Solid Stripe, 18"	LF	$4.00	$4.00	$4.00		$4.50	$4.50	$4.50
PO114	Solid Stripe, 24"	LF	$5.00	$5.00	$5.00		$5.50	$5.50	$5.50
PO115	Directional Arrow, Single-headed, 12SF	EA	$10.00	$10.00	$10.00		$10.00	$10.00	$10.00
PO116	Directional Arrow, Single-headed, 16SF	EA	$45.00	$45.00	$45.00		$12.00	$12.00	$12.00
PO117	Directional Arrow, Double-headed, 27SF	EA	$45.00	$45.00	$45.00		$15.00	$15.00	$15.00
PO118	"Bump" Pavement Message	EA	$45.00	$45.00	$45.00		$12.00	$12.00	$12.00
PO119	Removal "Bump Pavement Message	EA	$5.00	$5.00	$5.00		$15.00	$15.00	$15.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$10.00	$10.00	$10.00		$12.00	$12.00	$12.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$15.00	$15.00	$15.00		$15.00	$15.00	$15.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$20.00	$20.00	$20.00		$20.00	$20.00	$20.00
PO123	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$80.00	$80.00	$80.00		$70.00	$70.00	$70.00
PO124	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	$80.00	$80.00	$80.00		$70.00	$70.00	$70.00
PO125	"Lane" Pavement Message	EA	$13.00	$13.00	$13.00		$15.00	$15.00	$15.00
PO126	"Left" Pavement Message	EA	$13.00	$13.00	$13.00		$15.00	$15.00	$15.00
PO127	"Merge" Pavement Message	EA	$15.00	$15.00	$15.00		$20.00	$20.00	$20.00
PO128	"Only" Pavement Message	EA	$15.00	$15.00	$15.00		$20.00	$20.00	$20.00
PO129	"Ped Xing" Pavement Message	EA	$45.00	$45.00	$45.00		$40.00	$40.00	$40.00
PO130	"Right" Pavement Message	EA	$20.00	$20.00	$20.00		$25.00	$25.00	$25.00
PO131	"RXR" Pavement Message	EA	$50.00	$50.00	$50.00		$60.00	$60.00	$60.00
PO132	"School" Pavement Message	EA	$60.00	$60.00	$60.00		$70.00	$70.00	$70.00
PO133	"Stop" Pavement Message	EA	$45.00	$45.00	$45.00		$40.00	$40.00	$40.00
PO134	"Yield" Pavement Message	EA	$25.00	$25.00	$25.00		$20.00	$20.00	$20.00
PO135	Approach Yield (Ref: 3B-14a) MUTCD	EA	$15.00	$15.00	$15.00		$20.00	$20.00	$20.00
PO136	Approach Yield (Ref: 3B-14b) MUTCD	EA	$15.00	$15.00	$15.00		$20.00	$20.00	$20.00
PO137	"Turn" Pavement Message	EA	$10.00	$10.00	$10.00		$15.00	$15.00	$15.00

ITEM #	Description of Work Order Items	Unit	Coastline Striping, Inc.				Gulf Coast Traffic Engineers, Inc.		
PO138	Diamond Pavement Message	EA	$5.00	$5.00	$5.00		$10.00	$10.00	$10.00
PO139	Bike Symbol Pavement Message	EA	$15.00	$15.00	$15.00		$10.00	$10.00	$10.00
PO140	Bike Symbol “Arrow”	EA	$12.00	$12.00	$12.00		$15.00	$15.00	$15.00
PO141	Bike Symbol & Arrow	EA	$30.00	$30.00	$30.00		$35.00	$35.00	$35.00
PO142	5’ Handicapped Symbol Pavement Message	EA	$25.00	$25.00	$25.00		$15.00	$15.00	$15.00
PO143	3’ Handicapped Symbol Pavement Message	EA	$15.00	$15.00	$15.00		$15.00	$15.00	$15.00
PO144	Removal of Paint Markings	LF	$5.00	$5.00	$5.00		$10.00	$10.00	$10.00
PO145	Removal of Paint Markings	SF	$10.00	$10.00	$10.00		$10.00	$10.00	$10.00
PO146	Solid Stripe, 4” (BLUE)	LF	$1.00	$1.00	$1.00		$1.00	$1.00	$1.00
PO147	Solid Stripe, 6” (BLUE)	LF	$1.00	$1.00	$1.00		$1.50	$1.50	$1.50
PO148	Removal of Combination (Ref: 3B-29 “A” & Advance) MUTCD	EA	$30.00	$30.00	$30.00		$30.00	$30.00	$30.00
PO149	Removal of Combination (Ref; 3B-30 “A” & Advance) MUTCD	EA	$30.00	$30.00	$30.00		$30.00	$30.00	$30.00
PO150	Temporary Removal Tape 6” White	EA	$4.00	$4.00	$4.00		$5.00	$5.00	$5.00
PO151	Temporary Removal Tape 6” Blue	EA	$4.00	$4.00	$4.00		$5.00	$5.00	$5.00
PO152	Temporary Removable Tape Handicap Emblem	EA	$20.00	$20.00	$20.00		$10.00	$10.00	$10.00
		Sub-total	$3,027.00	$3,027.00	$3,027.00		$3,681.10	$3,681.10	$3,681.10
PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE, YELLOW, BLUE, RED)									
TO100	Skip Stripe, 4”, 10’-30’ Skip	GM	$1,600.00	$1,600.00	$1,600.00		$1,700.00	$1,700.00	$1,700.00
TO 101	Skip Stripe, 4”, 10’-30’ Skip	LF	$2.00	$2.00	$2.00		$2.50	$2.50	$2.50
TO102	Skip Stripe, 4”, 6’-10’ Skip	LF	$2.00	$2.00	$2.00		$1.80	$1.80	$1.80
TO103	Skip Stripe, 4”, 2’-4’ Skip	LF	$2.00	$2.00	$2.00		$1.80	$1.80	$1.80
TO104	Solid Stripe, 4”	LF	$2.00	$2.00	$2.00		$2.75	$2.75	$2.75
TO105	Solid Stripe, 4”	GM	$3,300.00	$3,300.00	$3,300.00		$3,200.00	$3,200.00	$3,200.00
TO106	Skip Stripe, 6”, 10’-30’ Skip	GM	$1,600.00	$1,600.00	$1,600.00		$1,700.00	$1,700.00	$1,700.00
TO107	Skip Stripe, 6”, 10’-30’ Skip	LF	$2.00	$2.00	$2.00		$2.75	$2.75	$2.75
TO108	Skip Stripe, 6”, 6’-10’ Skip	LF	$2.00	$2.00	$2.00		$1.90	$1.90	$1.90
TO109	Skip Stripe, 6”, 2’-4’ Skip	LF	$2.00	$2.00	$2.00		$1.90	$1.90	$1.90
TO110	Solid Stripe, 6”	GM	$3,100.00	$3,100.00	$3,100.00		$3,600.00	$3,600.00	$3,600.00
TO111	Solid Stripe, 6” Audible and Vibratory	GM	$3,450.00	$3,450.00	$3,450.00		$4,100.00	$4,100.00	$4,100.00
TO112	Solid Stripe, 6”	LF	$2.00	$2.00	$2.00		$3.00	$3.00	$3.00
TO113	Solid Stripe, 6” Audible and Vibratory	LF	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
TO114	Solid Stripe, 12”	LF	$5.00	$5.00	$5.00		$7.00	$7.00	$7.00
TO115	Solid Stripe, 18”	LF	$5.00	$5.00	$5.00		$8.00	$8.00	$8.00
TO116	Solid Stripe, 24”	LF	$7.00	$7.00	$7.00		$9.00	$9.00	$9.00
TO117	Directional Arrow, Single-headed, 12SF	EA	$15.00	$15.00	$15.00		$15.00	$15.00	$15.00
TO118	Directional Arrow, Single-headed, 16SF	EA	$70.00	$70.00	$70.00		$90.00	$90.00	$90.00
TO119	Directional Arrow, Double-headed,	EA	$90.00	$90.00	$90.00		$90.00	$90.00	$90.00

ITEM #	Description of Work Order Items	Unit	Coastline Striping, Inc.				Gulf Coast Traffic Engineers, Inc.		
TO120	“Bump” Thermoplastic Message	EA	$75.00	$75.00	$75.00		$200.00	$200.00	$200.00
TO121	Removal “Bump Thermoplastic Message	EA	$30.00	$30.00	$30.00		$30.00	$30.00	$30.00
TO122	Hump Markings (Ref: 3B-29 “A”) MUTCD	EA	$150.00	$150.00	$150.00		$300.00	$300.00	$300.00
TO123	Hump Markings (Ref: 3B-30 “A”) MUTCD	EA	$175.00	$175.00	$175.00		$175.00	$175.00	$175.00
TO124	Hump Markings (Ref: 3B-31 “Advance”) MUTCD	EA	$150.00	$150.00	$150.00		$380.00	$380.00	$380.00
TO125	Combination (Ref: 3B-29 “A” & Advance) MUTCD	EA	$150.00	$150.00	$150.00		$325.00	$325.00	$325.00
TO126	Combination (Ref: 3B-30 “A” & Advance) MUTCD	EA	$150.00	$150.00	$150.00		$325.00	$325.00	$325.00
TO127	“Lane” Thermoplastic Message	EA	$40.00	$40.00	$40.00		$40.00	$40.00	$40.00
TO128	“Left” Thermoplastic Message	EA	$40.00	$40.00	$40.00		$30.00	$30.00	$30.00
TO129	“Merge” Thermoplastic Message	EA	$50.00	$50.00	$50.00		$40.00	$40.00	$40.00
TO130	“Only” Thermoplastic Message	EA	$50.00	$50.00	$50.00		$120.00	$120.00	$120.00
TO131	“Ped Xing” Thermoplastic Message	EA	$70.00	$70.00	$70.00		$60.00	$60.00	$60.00
TO132	“Right” Thermoplastic Message	EA	$40.00	$40.00	$40.00		$30.00	$30.00	$30.00
TO133	“RXR” Thermoplastic Message	EA	$120.00	$120.00	$120.00		$250.00	$250.00	$250.00
TO134	“School” Thermoplastic Message	EA	$100.00	$100.00	$100.00		$150.00	$150.00	$150.00
TO135	“Stop” Thermoplastic Message	EA	$75.00	$75.00	$75.00		$120.00	$120.00	$120.00
TO136	“Yield” Thermoplastic Message	EA	$40.00	$40.00	$40.00		$30.00	$30.00	$30.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	$50.00	$50.00	$50.00		$40.00	$40.00	$40.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	$70.00	$70.00	$70.00		$60.00	$60.00	$60.00
TO139	“Turn” Thermoplastic Message	EA	$40.00	$40.00	$40.00		$30.00	$30.00	$30.00
TO140	Diamond Thermoplastic Message	EA	$20.00	$20.00	$20.00		$20.00	$20.00	$20.00
TO141	Bike Symbol Thermoplastic Message	EA	$100.00	$100.00	$100.00		$100.00	$100.00	$100.00
TO142	Bike Symbol “Arrow”	EA	$50.00	$50.00	$50.00		$50.00	$50.00	$50.00
TO143	Bike Symbol & Arrow	EA	$150.00	$150.00	$150.00		$100.00	$100.00	$100.00
TO144	5’ Handicapped Symbol Thermoplastic Message	EA	$70.00	$70.00	$70.00		$50.00	$50.00	$50.00
TO145	3’ Handicapped Symbol Thermoplastic Message	EA	$50.00	$50.00	$50.00		$40.00	$40.00	$40.00
TO146	Removal of Thermoplastic Markings	LF	$5.00	$5.00	$5.00		$10.00	$10.00	$10.00
TO147	Removal of Thermoplastic Markings	SF	$10.00	$10.00	$10.00		$12.00	$12.00	$12.00
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	$125.00	$125.00	$125.00		$125.00	$125.00	$125.00
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	$400.00	$400.00	$400.00		$200.00	$200.00	$200.00
TO150	Solid Stripe, 4” (BLUE)	LF	$6.00	$6.00	$6.00		$6.00	$6.00	$6.00
TO151	Solid Stripe, 6” (BLUE)	LF	$6.50	$6.50	$6.50		$6.50	$6.50	$6.50
TO152	Removal of Combination (Ref: 3B-29 “A” & Advance) MUTCD	EA	$80.00	$80.00	$80.00		$50.00	$50.00	$50.00
TO153	Removal of Combination (Ref; 3B-30 “A” & Advance) MUTCD	EA	$80.00	$80.00	$80.00		$50.00	$50.00	$50.00
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	$80.00	$80.00	$80.00		$60.00	$60.00	$60.00

ITEM #	Description of Work Order Items	Unit	Coastline Striping, Inc.				Gulf Coast Traffic Engineers, Inc.		
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	$100.00	$100.00	$100.00		$80.00	$80.00	$80.00
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	$30.00	$30.00	$30.00		$30.00	$30.00	$30.00
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	$30.00	$30.00	$30.00		$30.00	$30.00	$30.00
		Sub-total	$16,320.50	$16,320.50	$16,320.50		$18,296.90	$18,296.90	$18,296.90
PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS*									
LO100	Skip Stripe, 4", 10'-30' Skip	GM	$50.00	$50.00	$50.00		$50.00	$50.00	$50.00
LO 101	Skip Stripe, 4", 10'-30' Skip	LF	$1.00	$1.00	$1.00		$3.00	$3.00	$3.00
LO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.00	$1.00	$1.00		$2.00	$2.00	$2.00
LO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.00	$1.00	$1.00		$2.00	$2.00	$2.00
LO104	Solid Stripe, 4"	LF	$1.00	$1.00	$1.00		$3.00	$3.00	$3.00
LO105	Solid Stripe, 4"	GM	$125.00	$125.00	$125.00		$250.00	$250.00	$250.00
LO106	Skip Stripe, 6", 10'-30' Skip	GM	$125.00	$125.00	$125.00		$125.00	$125.00	$125.00
LO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.00	$1.00	$1.00		$2.00	$2.00	$2.00
LO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.00	$1.00	$1.00		$2.00	$2.00	$2.00
LO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.00	$1.00	$1.00		$2.00	$2.00	$2.00
LO110	Solid Stripe, 6"	GM	$125.00	$125.00	$125.00		$70.00	$70.00	$70.00
LO111	Solid Stripe, 6"	LF	$1.00	$1.00	$1.00		$3.00	$3.00	$3.00
LO112	Solid Stripe, 12"	LF	$1.00	$1.00	$1.00		$5.00	$5.00	$5.00
LO113	Solid Stripe, 18"	LF	$2.00	$2.00	$2.00		$4.00	$4.00	$4.00
LO114	Solid Stripe, 24"	LF	$2.00	$2.00	$2.00		$8.00	$8.00	$8.00
LO115	Directional Arrow, Single-headed, 12SF	EA	$1.00	$1.00	$1.00		$3.00	$3.00	$3.00
LO116	Directional Arrow, Single-headed, 16SF	EA	$5.00	$5.00	$5.00		$10.00	$10.00	$10.00
LO117	Directional Arrow, Double-headed, 27SF	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO118	"Bump" Thermoplastic Message	EA	$5.00	$5.00	$5.00		$10.00	$10.00	$10.00
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$5.00	$5.00	$5.00		$10.00	$10.00	$10.00
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$5.00	$5.00	$5.00		$10.00	$10.00	$10.00
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$30.00	$30.00	$30.00		$15.00	$15.00	$15.00
LO122	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$30.00	$30.00	$30.00		$30.00	$30.00	$30.00
LO123	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	$30.00	$30.00	$30.00		$30.00	$30.00	$30.00
LO124	"Lane" Pavement Message	EA	$2.00	$2.00	$2.00		$5.00	$5.00	$5.00
LO125	"Left" Pavement Message	EA	$2.00	$2.00	$2.00		$5.00	$5.00	$5.00
LO126	"Merge" Pavement Message	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO127	"Only" Pavement Message	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO128	"Ped Xing" Pavement Message	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO129	"Right" Pavement Message	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO130	"RXR" Pavement Message	EA	$40.00	$40.00	$40.00		$40.00	$40.00	$40.00

ITEM #	Description of Work Order Items	Unit	Coastline Striping, Inc.				Gulf Coast Traffic Engineers, Inc.		
LO131	"School" Pavement Message	EA	$35.00	$35.00	$35.00		$35.00	$35.00	$35.00
LO132	"Stop" Pavement Message	EA	$10.00	$10.00	$10.00		$10.00	$10.00	$10.00
LO133	"Yield" Pavement Message	EA	$10.00	$10.00	$10.00		$10.00	$10.00	$10.00
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	$20.00	$20.00	$20.00		$20.00	$20.00	$20.00
LO136	"Turn" Pavement Message	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO137	Diamond Pavement Message	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO138	Bike Symbol Pavement Message	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO139	Bike Symbol "Arrow"	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO140	Bike Symbol & Arrow	EA	$10.00	$10.00	$10.00		$10.00	$10.00	$10.00
LO141	Handicapped Symbol Pavement Message	EA	$5.00	$5.00	$5.00		$5.00	$5.00	$5.00
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	$10.00	$10.00	$10.00		$10.00	$10.00	$10.00
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	$40.00	$40.00	$40.00		$40.00	$40.00	$40.00
		Sub-total	$783.00	$783.00	$783.00		$889.00	$889.00	$889.00
*Layout – Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.									
PART IV: LAYOUT AND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND FLEXIBLE POST CHANNELIZERS (All Colors)									
RO100	Mono-directional Reflective (RPM), (F&I)	EA	$10.00	$10.00	$10.00		$10.00	$10.00	$10.00
RO101	Bi-directional Reflective (RPM), (F&I)	EA	$10.00	$10.00	$10.00		$15.00	$15.00	$15.00
RO102	Removal, Reflective Pavement Markers	EA	$1.00	$1.00	$1.00		$1.00	$1.00	$1.00
RO103	Flexible Post C Delineators, 36" (F&I)	EA	$25.00	$25.00	$25.00		$25.00	$25.00	$25.00
RO104	Removal, Flexible Post Delineators	EA	$2.00	$2.00	$2.00		$2.00	$2.00	$2.00
RO105	Impact Recovery Flexible Delineators, 36" (F&I)	EA	$50.00	$50.00	$50.00		$50.00	$50.00	$50.00
RO106	Impact Recovery Flexible Delineators, 48" (F&I)	EA	$60.00	$60.00	$60.00		$60.00	$60.00	$60.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	$65.00	$65.00	$65.00		$65.00	$65.00	$65.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	$15.00	$15.00	$15.00		$15.00	$15.00	$15.00
		Sub-total	$238.00	$238.00	$238.00		$243.00	$243.00	$243.00
PART V: INSTALLATION, RELOCATION AND REMOVAL OF WHEEL STOPS									
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	$50.00	$50.00	$50.00		$50.00	$50.00	$50.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$15.00	$15.00	$15.00		$15.00	$15.00	$15.00

ITEM #	Description of Work Order Items	Unit	Coastline Striping, Inc.			Gulf Coast Traffic Engineers, Inc.		
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
		Sub-total	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
		Totals	**$20,443.50**	**$20,443.50**	**$20,443.50**	**$23,185.00**	**$23,185.00**	**$23,185.00**

PART VI: NIGHT APPLICATION OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 PM and 6:00 AM

Work required by the County to be performed under Part VI will include a Flat Rate adder or a Percentage Rate adder by the Contractor to cover increased night-time operational costs, in addition to the line item amounts. If the Percentage amount is less than the Flat Rate amount, the Flat Rate amount would supersede the Percentage.

Note: The Flat Rate should be the minimum additional cost the contractor considers is necessary for smaller jobs to compensate for increased nighttime operational costs.

Flat Rate
adder = $ 250.00

Percentage
adder = $ 20,443.50 (X) 0.01 % = $ 204.44
Total from Parts I – V
(use subtotals in "10 days" column from parts I – V for this total)

Grand Total
(Parts I – V) = $ 20,443.50 (+) $ 250.00 = $ 20,693.50
(use subtotals in "10 days" column from parts I – V for this total)
Larger adder from above

Definitions:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13369 **County Administrator's Report 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Award 40-Foot Self-Propelled Telescoping Man Lift
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One 40-Foot, Self-Propelled, Telescoping Man Lift for Escambia County Public Works/Road Operations Department - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the issuance of a Purchase Order to Coastal Machinery Company, Inc., per the specifications of VE 17-18.005, 40-Foot, Self-Propelled, Telescoping Man Lift, in the amount of $60,359.56.

[Funding: Fund 352, Local Option Sales Tax - SRIA Contribution, Cost Center 110275, "Machinery and Equipment," Object Code 56401 "Machinery and Equipment"]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from Florida Contract, 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 17-18.005 were posted on October 9, 2017, for a period of thirty (30) days. One response was received from Coastal Machinery Company, Inc., and it met the stated budget for this purchase which was $65,000.

BUDGETARY IMPACT:

Fund 352, Local Option Sales Tax - SRIA Contribution; Cost Center 110275, "Machinery and Equipment;" Object Code 56401 "Machinery and Equipment"

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 compliace with Board adopted policy, this purchase was advertised on Escambia County's web site for thirty (30) days.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the necessary Purchase Order.

Attachments

VE 17-18.005 Response Request
VE 17-18.005 Public Notice
Coastal Machinery Genie Lift Bid
Coastal Machinery JLG Bid

Board of County Commissioners • Escambia County, Florida

Paul Nobles,

Purchasing Manager

The Public Works/Road Operations Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2017 - - 0 Mileage

Model: 40 Foot Self Propelled Telescoping Man Lift

Color: N/A

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 Works
Fleet Maint.	**Jamey Higdon, Public Works/Road Operations, Fleet Division Manager**

Offers for the sale of vehicles meeting the specifications for VE 17-18.005 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 17-18.005 F 40 Foot Self Propelled Telescoping Man Lift 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.

A. Overall Length	24.2 ft in	7390 mm
B. Overall Width	7.5 ft in	2300 mm
C. Overall Height - mast lowered	8.2 ft in	2490 mm
D. Wheelbase	7.2 ft in	2200 mm
E. Ground Clearance	1.3 in	32 mm
Platform		
F. Max Platform Height	40 ft in	12200 mm
G. Max Horizontal Reach	31.7 ft in	9650 mm

Specification

Engine		
Make	Ford	
Model	DSG 423	
Gross Power	75 hp	55.9 kw
Fuel Type	Gas/LPG	
Operational		
Operating Weight	11649.2 lb	5284 kg
Fuel Capacity	20.1 gal	76 L
Hydrauilc System Fluid Capacity	44.9 gal	170 L
Max Speed	4.8 mph	7.7 km/h
Tire Size	12-16.5 NHS	
Platform		
Max Working Height	46.6 ft in	14200 mm
Max Platform Height	40 ft in	12200 mm
Max Horizontal Reach	31.7 ft in	9650 mm
Max Platform Weight Capacity	500.4 lb	227 kg
Platform Length	96.1 in	2440 mm
Platform Width	29.9 in	760 mm
Platform Rotation	160 degrees	
Dimensions		
Overall Length	24.2 ft in	7390 mm
Overall Width	7.5 ft in	2300 mm
Overall Height - mast lowered	8.2 ft in	2490 mm
Wheelbase	7.2 ft in	2200 mm
Turning Radius	15.7 ft in	4780 mm
Ground Clearance	1.3 in	32 mm

Kubota
SKYTRAK
JLG

SALES ORDER
COASTAL MACHINERY COMPANY

Construction Equipment
6701 Mobile Highway
Pensacola, FL 32526
850-944-2002
Fax 850-944-7251

DOOSAN
TEREX
Land Pride

SOLD TO
Public Works/Road Operationa Dept. of Escambia County, FL

Pensacola, FL 32502

DATE
10/30/2017

Specification Number VE-17-18.005 F

Your Order No.		Terms Cash ( ) Charge ( )	Salesman Tim Dickens	Date Shipped	
Our Order No.		Shipped Via Picked Up ( )			
Item	Quantity Ordered	Description		List	Price
1	New	**JLG 400S 40' 4WD Manlift** **40' lift height** **61 hp Kubota gas engine** **13640 lbs. operating weight** **Lead Time 60 days** **Warranty:** 12 months Full Machine 5 years/ Major Structural Components		Subtotal Tax Delivery* Total	$ 60,359.56 n/c $ 60,359.56

TERMS: Cash $ _____ or $ _____ trade-in, plus _____ Monthly Pmts. Of $ _____

Quote Good For 30 Days

DELIVERY:

DESCRIPTION OF TRADE-IN: None

MANUFACTURER'S STANDARD WARRANTY APPLIES

In case of failure to make any payment when due the entire balance of the purchase price and all notes given therefore shall, at the election of the Seller, become at once due and payable.

The Purchaser agreesthat the Seller shall not be responsible for delay or failure to supply the goods ordered herein where prevented by act of God, strikes, fires, fires, war conditions, Governmental action or other cases beyon his reasonable control, nor for damage or loss during transportation. In case the Purchaser refuses to receive and settle for said property as above provided, the Seller may retain as liquidated damages all monies or goods paid on account of said property.

The title to all goods shipped under this order, with right of default, is reserved by the Company until the Purchaser has made full payment in cash for all said goods and for all notes given therefore.

Nothing herein shall release the Purchaser from payment for all goods ordered and delivered hereunder and after delivery to him said goods shall be held at his risk and expense in respect to loss or damage from any cause.

Tim Dickens
SALES APPROVAL

X
PURCHASER

CO. APPROVAL

400 SERIES

TELESCOPIC BOOM LIFTS

JLG reachingout

Performance

Platform Height		
400S	40 ft	12.19 m
460SJ	46 ft	14.05 m
Horizontal Outreach		
400S	33 ft 3 in.	10.13 m
460SJ	39 ft	12 m
Swing	360 Degrees Continuous	
Platform Capacity		
Restricted (400S)	1,000 lb	454 kg
Unrestricted	600 lb	272 kg
460SJ	600 lb	272 kg
Platform Rotator	180 Degrees Hydraulic	
Jib (460SJ only)		
Range of Articulation	6 ft 130 Degrees (+70, -60)	1.83 m
Weight*		
400S	13,640 lb	6,187 kg
460SJ	16,600 lb	7,530kg
Max. Ground Bearing Pressure	60 psi	4.19 kg/cm²
Drive Speed	4.25 mph	6.8 km/h
Gradeability	45%	
Turning Radius		
Outside	15 ft 10.5 in.	4.8 m
Inside	6 ft 6.9 in.	2.0 m

Standard Specifications

Power Source

Dual Fuel Engine		
GM Vortec 3000 MPFI	82 hp	61 kW
Diesel Engine		
Deutz D2.9L4 Tier 4 Final	49 hp	36.4 kW
Fuel Tank Capacity	22 gal.	83.3 L

Hydraulic Reservoir

• Hydraulic Reservoir	36 gal	136.27 L
• Auxiliary Power	12V-DC	

Tires

• Standard	12 x 16.5 Pneumatic Lug Tread Tires
• Optional	14 x 17.5 Pneumatic Lug Tread Tires 14 x 17.5 Foam-Filled Tires 12 x 16.5 Foam-Filled Tires 12 x 16.5 Foam-Filled, Non-Marking Tires High Flotation Sand/Turf Tires (4WD Only)

Standard Features

- 180 Degree Hydraulic Platform Rotator
- Platform Console Machine Status Light Panel*
- 110V-AC Receptacle in the Platform
- 5 Degree Tilt Alarm/Indicator Light
- Swing Out Engine Tray
- 12V-DC Auxiliary Power
- Hourmeter
- Improved Multi-Function Controls
- Proportional Controls
- Interactive Display at Ground Controls
- Control ADE® System
- Lifting/Tie Down Lugs
- Horn
- Four-Wheel Hydrostatic Drive
- Oscillating Axle
- Motion Alarm
- Glow Plugs (Diesel Engines)

***Provides indicator lights at platform control console for system distress, low fuel, 5 degree tilt light, and foot switch status.**

Accessories & Options

- Inward Self-Closing Swing Gate
- 36 x 72 in. (0.91 x 1.83 m) Platform
- Fall Arrest Platform 36 x 72 in. (0.91 x 1.83 m)
- 1/2 in. Air Line to Platform
- Soft Touch System
- AC Generator
- Tow Package (2WD Only)
- Flashing Amber Beacon
- 43.5 lb (19.73 kg) Propane Tank
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- Arctic Package
- Hostile Environment Kit
- Light Package
- Platform Worklights
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- Spark Arresting Muffler
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Note: Some options may increase lead time, and some option combinations may not be available.

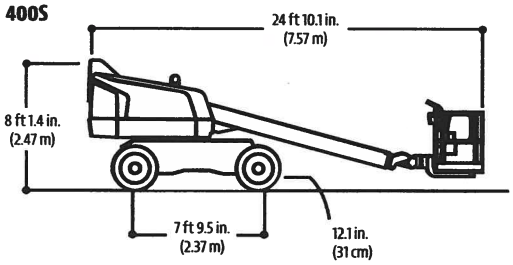
400 SERIES
TELESCOPIC BOOM LIFTS

JLG reachingout

Dimensions

All dimensions are approximate.

400S



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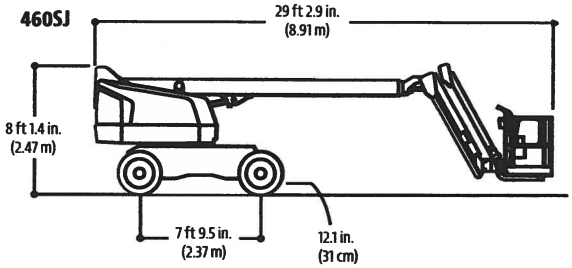
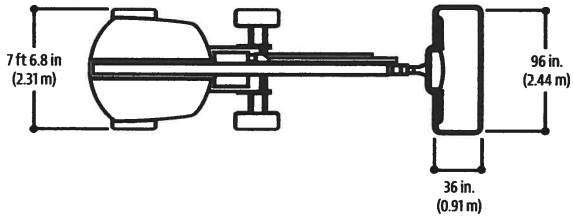
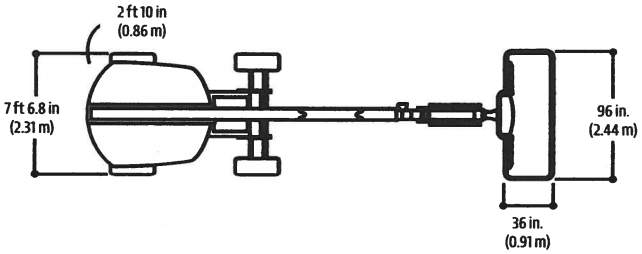
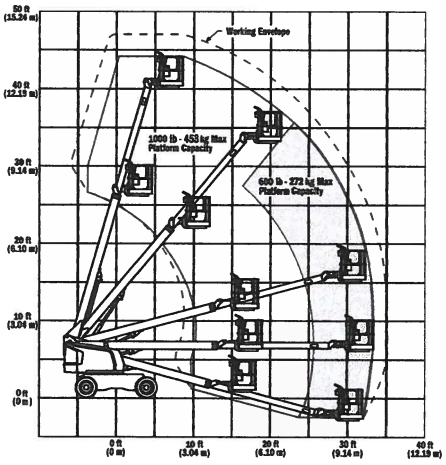






Reach Diagrams

400S



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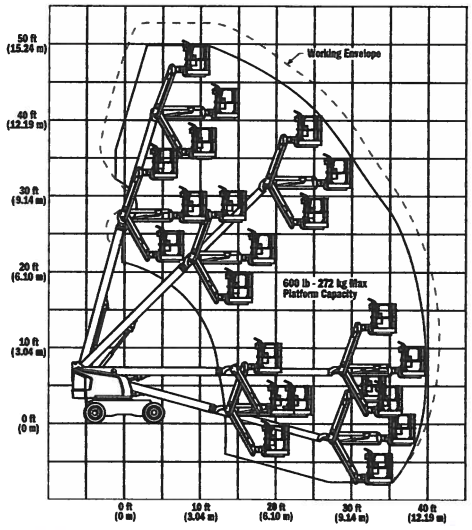

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R041713
Printed in USA

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1 JLG Drive
McConnellsburg, PA 17233-9533
Telephone 717-485-5161
Toll-free in US 877-JLG-LIFT
Fax 717-485-6417
www.jlg.com

An Oshkosh Corporation Company

JLG NEW PRODUCT WARRANTY NORTH AMERICA

JLG Industries, Inc. ("JLG") warrants its new products made by it to be free from defects in material or workmanship for twelve (12) months from the warranty start date.

In addition, JLG further warrants the structural elements of each new Boom Lift, Scissor Lift, Vertical Mast, Telehandler, Power Tower, Trailer and Trailer Boom (JLG LiftPod Product excluded) made by it, as defined in its then current warranty policies and procedures, to be free from defects in material or workmanship for five (5) years from the warranty start date.

JLG further warrants the powertrain of each of the new telescopic handlers made by it, as defined in its then current warranty policies and procedures, to be free from defects in material and workmanship for twenty-four (24) months or 2,000 hours-whichever occurs first.

JLG agrees only to repair or replace at its own expense, F.O.B. (E.X.W.), the place or places of manufacture, any part or parts of the product found to be defective in material or workmanship, provided JLG is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect. In no case shall any warranty extend to defects in materials, components, or services furnished by third parties. Defects caused by chemical action or the presence of abrasive materials and defects arising following the operation beyond rated capacity or the improper use or application of any products shall not be considered defects within the scope of this warranty. If any repairs or alterations are made or any parts are replaced during the applicable warranty periods by anyone other than JLG or an entity authorized by JLG in accordance with authorized JLG service manuals or with parts, accessories, or attachments other than authorized by JLG for use in its products, customer shall pay for such repairs or parts without recourse against JLG, and JLG shall be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, or replacements so made. JLG's obligations under this warranty shall at all times be subject to its then current warranty policies and procedures. The above mentioned warranty shall not apply to replacement or service parts made and sold to a customer by JLG. Routine maintenance, routine maintenance items (including paint and decals), and minor adjustments are excluded from this warranty. Certain components, including, but not limited to, engines, tires and batteries, which may be a part of the product are not manufactured or warranted by JLG. Any applicable warranty for such components is provided through the original manufacturer of the component or its distributor organization.

JLG further warrants that each unit is designed, built and equipped to meet United States Environmental Protection Agency ("EPA") and, where applicable, California Air Resources Board ("CARB") emissions requirements in effect on the date of manufacture. JLG further warrants that the unit is free from defects in material and workmanship that might prevent the unit from meeting applicable EPA and CARB requirements. Policy holders may obtain such emissions warranty service at no cost, including parts, labor and diagnostic services, for their equipment from an authorized JLG Servicer or any authorized servicer of the Engine OEM. Please also note that this Emissions Control System Warranty is required by EPA, and in certain equipment applications, by CARB, and is a distinct and additional warranty from the general commercial warranty described herein that JLG and its engine suppliers provide to customers who purchase JLG equipment and associated engines. Please refer to the "JLG Emissions Warranty Guidelines", available for download at www.JLG.com, for additional details specific to your machine. End users may also perform their own repairs of emissions-related components, although the cost of labor and diagnostic services provided by other than an authorized JLG servicer or OEM are outside the scope of this warranty and will not be paid for by JLG free of charge. The proper

performance of routine maintenance by the customer or a third party service shall not invalidate this emissions warranty.

JLG NEW PRODUCT WARRANTY NORTH AMERICA

JLG Warranty Policy covers Parts, Labor, and Travel costs as outlined in JLG's then current warranty policies and procedures. JLG LiftPod Product is excluded from Travel coverage.

JLG Warranty Policy does not cover any duties, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, and petrochemical items.

Under no circumstances shall JLG be liable for any consequential or special damages which any person or entity may incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by JLG or others. "Consequential" or "special damage" includes, but is not limited to costs of transportation, lost sales, lost orders, lost profits, lost income, increased over head, labor and material costs, and cost of manufacturing variances and operational inefficiencies. JLG's maximum liability under this warranty shall be the purchase price paid to JLG with respect to the product to which such warranty is claimed. The limitation of liability provisions herein shall apply to any and all claims or suits brought against JLG, including any claim based upon negligence, breach of contract, breach of warranty, strict liability or any other theories upon which liability may be asserted against JLG.

This warranty constitutes JLG's entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. JLG does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this warranty. **JLG EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER AS TO THE PRODUCT FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, EXCEPT FOR THE EXCLUSIVE WARRANTY PROVIDED HEREIN, OR IMPLIED WARRANTIES AS TO MERCHANTABLITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

This warranty shall be void, if, upon the occurrence of any incident involving any product made by JLG and resulting in any personal injury or property damage, customer shall fail to notify JLG within 48 hours of such occurrence or permit JLG and its representatives to have immediate access to such product and all records of or within the control of customer relating to the product and occurrence.

Board of County Commissioners • Escambia County, Florida

Paul Nobles,

Purchasing Manager

The Public Works/Road Operations Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2017 - - 0 Mileage

Model: 40 Foot Self Propelled Telescoping Man Lift

Color: N/A

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 Works
Fleet Maint.	**Jamey Higdon, Public Works/Road Operations, Fleet Division Manager**

Offers for the sale of vehicles meeting the specifications for VE 17-18.005 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 17-18.005 F 40 Foot Self Propelled Telescoping Man Lift 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.

A. Overall Length	24.2 ft in	7390 mm
B. Overall Width	7.5 ft in	2300 mm
C. Overall Height - mast lowered	8.2 ft in	2490 mm
D. Wheelbase	7.2 ft in	2200 mm
E. Ground Clearance	1.3 in	32 mm
Platform		
F. Max Platform Height	40 ft in	12200 mm
G. Max Horizontal Reach	31.7 ft in	9650 mm

Specification

Engine		
Make	Ford	
Model	DSG 423	
Gross Power	75 hp	55.9 kw
Fuel Type	Gas/LPG	
Operational		
Operating Weight	11649.2 lb	5284 kg
Fuel Capacity	20.1 gal	76 L
Hydrauilc System Fluid Capacity	44.9 gal	170 L
Max Speed	4.8 mph	7.7 km/h
Tire Size	12-16.5 NHS	
Platform		
Max Working Height	46.6 ft in	14200 mm
Max Platform Height	40 ft in	12200 mm
Max Horizontal Reach	31.7 ft in	9650 mm
Max Platform Weight Capacity	500.4 lb	227 kg
Platform Length	96.1 in	2440 mm
Platform Width	29.9 in	760 mm
Platform Rotation	160 degrees	
Dimensions		
Overall Length	24.2 ft in	7390 mm
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Wheelbase	7.2 ft in	2200 mm
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Kubota
SKYTRAK
JLG

SALES ORDER
COASTAL MACHINERY COMPANY

Construction Equipment
6701 Mobile Highway
Pensacola, FL 32526
850-944-2002
Fax 850-944-7251

DOOSAN
TEREX
Land Pride

SOLD TO
Public Works/Road Operationa Dept. of Escambia County, FL

Pensacola, FL 32502

DATE
10/30/2017

Specification Number VE-17-18.005 F

Your Order No.		Terms Cash ( ) Charge ( )	Salesman Tim Dickens	Date Shipped	
Our Order No.		Shipped Via Picked Up ( )			
Item	Quantity Ordered	Description		List	Price
1	New	**JLG 400S 40' 4WD Manlift** **40' lift height** **61 hp Kubota gas engine** **13640 lbs. operating weight** **Lead Time 60 days** **Warranty:** 12 months Full Machine 5 years/ Major Structural Components		Subtotal Tax Delivery* Total	$ 60,359.56 n/c $ 60,359.56

TERMS: Cash $ _____ or $ _____ trade-in, plus _____ Monthly Pmts. Of $ _____

Quote Good For 30 Days

DELIVERY:

DESCRIPTION OF TRADE-IN: None

MANUFACTURER'S STANDARD WARRANTY APPLIES

In case of failure to make any payment when due the entire balance of the purchase price and all notes given therefore shall, at the election of the Seller, become at once due and payable.

The Purchaser agreesthat the Seller shall not be responsible for delay or failure to supply the goods ordered herein where prevented by act of God, strikes, fires, fires, war conditions, Governmental action or other cases beyon his reasonable control, nor for damage or loss during transportation. In case the Purchaser refuses to receive and settle for said property as above provided, the Seller may retain as liquidated damages all monies or goods paid on account of said property.

The title to all goods shipped under this order, with right of default, is reserved by the Company until the Purchaser has made full payment in cash for all said goods and for all notes given therefore.

Nothing herein shall release the Purchaser from payment for all goods ordered and delivered hereunder and after delivery to him said goods shall be held at his risk and expense in respect to loss or damage from any cause.

Tim Dickens
SALES APPROVAL

X
PURCHASER

CO. APPROVAL

400 SERIES

TELESCOPIC BOOM LIFTS

JLG reachingout

Performance

Platform Height		
400S	40 ft	12.19 m
460SJ	46 ft	14.05 m
Horizontal Outreach		
400S	33 ft 3 in.	10.13 m
460SJ	39 ft	12 m
Swing	360 Degrees Continuous	
Platform Capacity		
Restricted (400S)	1,000 lb	454 kg
Unrestricted	600 lb	272 kg
460SJ	600 lb	272 kg
Platform Rotator	180 Degrees Hydraulic	
Jib (460SJ only)		
Range of Articulation	6 ft 130 Degrees (+70, -60)	1.83 m
Weight*		
400S	13,640 lb	6,187 kg
460SJ	16,600 lb	7,530kg
Max. Ground Bearing Pressure	60 psi	4.19 kg/cm²
Drive Speed	4.25 mph	6.8 km/h
Gradeability	45%	
Turning Radius		
Outside	15 ft 10.5 in.	4.8 m
Inside	6 ft 6.9 in.	2.0 m

Standard Specifications

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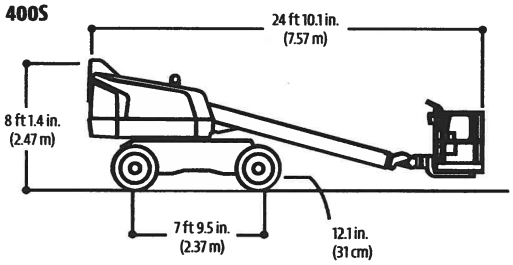

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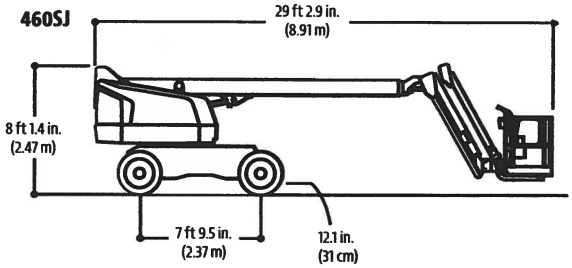

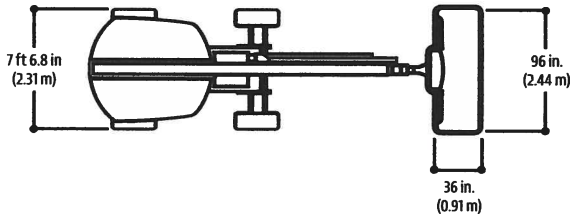

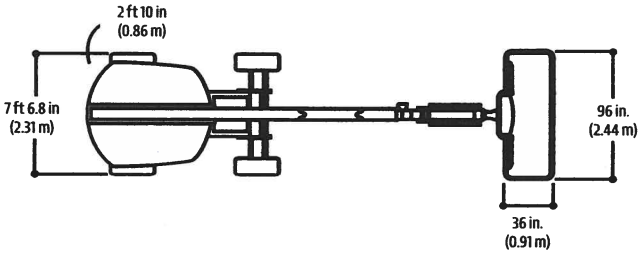

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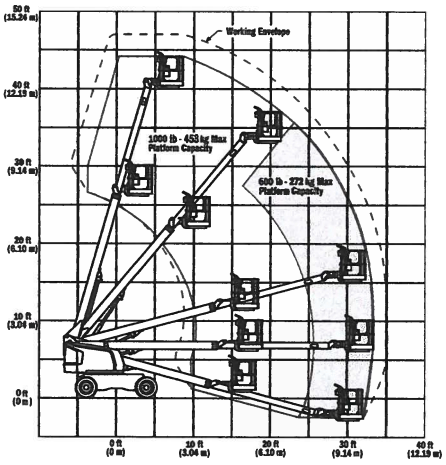

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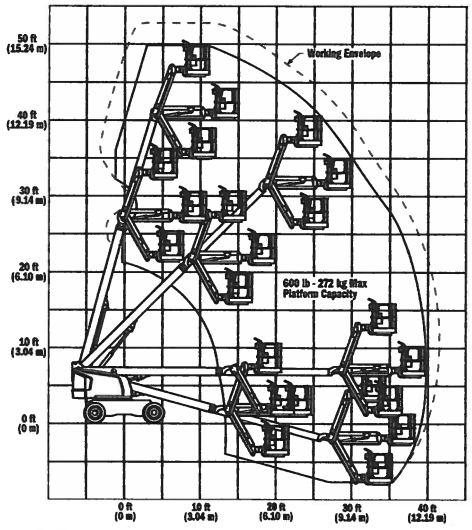

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JLG further warrants the powertrain of each of the new telescopic handlers made by it, as defined in its then current warranty policies and procedures, to be free from defects in material and workmanship for twenty-four (24) months or 2,000 hours-whichever occurs first.

JLG agrees only to repair or replace at its own expense, F.O.B. (E.X.W.), the place or places of manufacture, any part or parts of the product found to be defective in material or workmanship, provided JLG is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect. In no case shall any warranty extend to defects in materials, components, or services furnished by third parties. Defects caused by chemical action or the presence of abrasive materials and defects arising following the operation beyond rated capacity or the improper use or application of any products shall not be considered defects within the scope of this warranty. If any repairs or alterations are made or any parts are replaced during the applicable warranty periods by anyone other than JLG or an entity authorized by JLG in accordance with authorized JLG service manuals or with parts, accessories, or attachments other than authorized by JLG for use in its products, customer shall pay for such repairs or parts without recourse against JLG, and JLG shall be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, or replacements so made. JLG's obligations under this warranty shall at all times be subject to its then current warranty policies and procedures. The above mentioned warranty shall not apply to replacement or service parts made and sold to a customer by JLG. Routine maintenance, routine maintenance items (including paint and decals), and minor adjustments are excluded from this warranty. Certain components, including, but not limited to, engines, tires and batteries, which may be a part of the product are not manufactured or warranted by JLG. Any applicable warranty for such components is provided through the original manufacturer of the component or its distributor organization.

JLG further warrants that each unit is designed, built and equipped to meet United States Environmental Protection Agency ("EPA") and, where applicable, California Air Resources Board ("CARB") emissions requirements in effect on the date of manufacture. JLG further warrants that the unit is free from defects in material and workmanship that might prevent the unit from meeting applicable EPA and CARB requirements. Policy holders may obtain such emissions warranty service at no cost, including parts, labor and diagnostic services, for their equipment from an authorized JLG Servicer or any authorized servicer of the Engine OEM. Please also note that this Emissions Control System Warranty is required by EPA, and in certain equipment applications, by CARB, and is a distinct and additional warranty from the general commercial warranty described herein that JLG and its engine suppliers provide to customers who purchase JLG equipment and associated engines. Please refer to the "JLG Emissions Warranty Guidelines", available for download at www.JLG.com, for additional details specific to your machine. End users may also perform their own repairs of emissions-related components, although the cost of labor and diagnostic services provided by other than an authorized JLG servicer or OEM are outside the scope of this warranty and will not be paid for by JLG free of charge. The proper

performance of routine maintenance by the customer or a third party service shall not invalidate this emissions warranty.

JLG NEW PRODUCT WARRANTY NORTH AMERICA

JLG Warranty Policy covers Parts, Labor, and Travel costs as outlined in JLG's then current warranty policies and procedures. JLG LiftPod Product is excluded from Travel coverage.

JLG Warranty Policy does not cover any duties, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, and petrochemical items.

Under no circumstances shall JLG be liable for any consequential or special damages which any person or entity may incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by JLG or others. "Consequential" or "special damage" includes, but is not limited to costs of transportation, lost sales, lost orders, lost profits, lost income, increased over head, labor and material costs, and cost of manufacturing variances and operational inefficiencies. JLG's maximum liability under this warranty shall be the purchase price paid to JLG with respect to the product to which such warranty is claimed. The limitation of liability provisions herein shall apply to any and all claims or suits brought against JLG, including any claim based upon negligence, breach of contract, breach of warranty, strict liability or any other theories upon which liability may be asserted against JLG.

This warranty constitutes JLG's entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. JLG does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this warranty. **JLG EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER AS TO THE PRODUCT FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, EXCEPT FOR THE EXCLUSIVE WARRANTY PROVIDED HEREIN, OR IMPLIED WARRANTIES AS TO MERCHANTABLITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

This warranty shall be void, if, upon the occurrence of any incident involving any product made by JLG and resulting in any personal injury or property damage, customer shall fail to notify JLG within 48 hours of such occurrence or permit JLG and its representatives to have immediate access to such product and all records of or within the control of customer relating to the product and occurrence.

Paul Nobles,

Purchasing Manager

The Public Works/Road Operations Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2017 - - 0 Mileage

Model: 40 Foot Self Propelled Telescoping Man Lift

Color: N/A

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 Works
Fleet Maint.	**Jamey Higdon, Public Works/Road Operations, Fleet Division Manager**

Offers for the sale of vehicles meeting the specifications for VE 17-18.005 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 17-18.005 F 40 Foot Self Propelled Telescoping Man Lift 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.

A. Overall Length	24.2 ft in	7390 mm
B. Overall Width	7.5 ft in	2300 mm
C. Overall Height - mast lowered	8.2 ft in	2490 mm
D. Wheelbase	7.2 ft in	2200 mm
E. Ground Clearance	1.3 in	32 mm
Platform		
F. Max Platform Height	40 ft in	12200 mm
G. Max Horizontal Reach	31.7 ft in	9650 mm

Specification

Engine		
Make	Ford	
Model	DSG 423	
Gross Power	75 hp	55.9 kw
Fuel Type	Gas/LPG	
Operational		
Operating Weight	11649.2 lb	5284 kg
Fuel Capacity	20.1 gal	76 L
Hydrauilc System Fluid Capacity	44.9 gal	170 L
Max Speed	4.8 mph	7.7 km/h
Tire Size	12-16.5 NHS	
Platform		
Max Working Height	46.6 ft in	14200 mm
Max Platform Height	40 ft in	12200 mm
Max Horizontal Reach	31.7 ft in	9650 mm
Max Platform Weight Capacity	500.4 lb	227 kg
Platform Length	96.1 in	2440 mm
Platform Width	29.9 in	760 mm
Platform Rotation	160 degrees	
Dimensions		
Overall Length	24.2 ft in	7390 mm
Overall Width	7.5 ft in	2300 mm
Overall Height - mast lowered	8.2 ft in	2490 mm
Wheelbase	7.2 ft in	2200 mm
Turning Radius	15.7 ft in	4780 mm
Ground Clearance	1.3 in	32 mm

SALES ORDER
COASTAL MACHINERY COMPANY

Construction Equipment
6701 Mobile Highway
Pensacola, FL 32526
850-944-2002
Fax 850-944-7251

SOLD TO

Public Works/Road Operationa Dept. of Escambia County, FL

Pensacola, FL 32502

DATE

10/30/2017

Specification Number VE-17-18.005 F

Your Order No.		Terms Cash ( ) Charge ( )	Salesman Tim Dickens	Date Shipped	
Our Order No.		Shipped Via Picked Up ( )			
Item	Quantity Ordered	Description		List	Price
1	New	**Genie S-40 4WD Manlift** **40' lift height** **60 hp Ford gas engine** **12,310 lbs. operating weight** **Lead Time 9 weeks** **Warranty:** 1 year Electrical Componentry 3 year Hydraulic Componentry **5 year Structural Elements**			$ 65,205.36
				Subtotal Tax Delivery* Total	 n/c $ 65,205.36

TERMS: Cash $ _____ or $ _____ trade-in, _____ plus _____ Monthly Pmts. Of $ _____

Quote Good For 30 Days

DELIVERY:

DESCRIPTION OF TRADE-IN: None

MANUFACTURER'S STANDARD WARRANTY APPLIES

In case of failure to make any payment when due the entire balance of the purchase price and all notes given therefore shall, at the election of the Seller, become at once due and payable.

The Purchaser agreesthat the Seller shall not be responsible for delay or failure to supply the goods ordered herein where prevented by act of God, strikes, fires, fires, war conditions, Governmental action or other cases beyon his reasonable control, nor for damage or loss during transportation. In case the Purchaser refuses to receive and settle for said property as above provided, the Seller may retain as liquidated damages all monies or goods paid on account of said property.

The title to all goods shipped under this order, with right of default, is reserved by the Company until the Purchaser has made full payment in cash for all said goods and for all notes given therefore.

Nothing herein shall release the Purchaser from payment for all goods ordered and delivered hereunder and after delivery to him said goods shall be held at his risk and expense in respect to loss or damage from any cause.

Tim Dickens
SALES APPROVAL

X
PURCHASER

CO. APPROVAL

Genie
A TEREX BRAND

Self-Propelled Telescopic Booms

S™-40 & S™-45

Features

Standard Features

Measurements

S-40

- 46 ft (14.19 m) working height
- 31 ft 8 in (9.65 m) horizontal reach
- 500 lbs (227 kg) lift capacity

S-45

- 51 ft (15.72 m) working height
- 36 ft 8 in (11.18 m) horizontal reach
- 500 lbs (227 kg) lift capacity

Productivity

- Self-leveling platform
- 160° hydraulic platform rotation
- Proportional joystick controls
- Fuel select switch on platform and ground control panels (Gas/LPG models)*
- Drive enable
- AC power cord to platform
- Horn
- Hour meter
- Tilt alarm
- Descent alarm
- 360° continuous turntable rotation
- Locking turntable covers
- Positive traction drive
- Two speed wheel motors
- Telematics ready connector
- Entry Toeboard
- Lift Guard™ Contact Alarm

Power

- 12 V DC auxiliary power
- Anti-restart engine protection
- Auto engine fault shutdown
- Intake air heater (Deutz engine)

Easily Configured To Meet Your Needs

Platform Options

- Steel 8 ft (2.44 m) tri entry with side swing gate (standard)
- Steel 6 ft (1.83 m) dual entry with side swing gate

Jib Options

- Non-jib (S-40 only)
- 5 ft (1.52 m) jib boom (S-45 only)

Engine Options

- 49 hp (36.54 kW) Deutz diesel T4f** (standard)
- 49 hp (36.54 kW) Perkins diesel T4f**
- 60hp (44.74kW) Ford Gas/LPG

Drive Options

- 2WD
- 4WD (standard)

Axle Options

- Active oscillation (4WD)
- Non-oscillating (2WD)

Tire Options

- Rough terrain air-filled (standard)
- Rough terrain foam-filled
- Rough terrain non-marking (air or foam-filled)
- High flotation air-filled
- Sealant treated air-filled
- Trax (track system)

Options & Accessories

Productivity Options

- Half-mesh platform inserts
- Platform top auxiliary rail
- Welder Ready package
- Air line to platform
- Hydraulic oil cooler
- Specialty hydraulic oil (cold weather, fire resistant, or biodegradable)
- Hostile environment kit
- Deluxe hostile environment kit
- Aircraft protection package (6 ft platform only)
- Thumb rocker steer
- Alarm package
- Panel cradle package
- Lockable platform control box covers
- Tow package
- Work light package
- Operator Protective Structure***
- Fall Arrest Bar

Power Options

- Engine gauge package*
- AC generator packages (110V/60Hz - 220V/50Hz, 2200W)
- Cold Weather Packages
- Diesel scrubber/muffler (catalytic muffler, Tier 4i only)
- LPG tank 33.5 lbs (15.19 kg) capacity
- Intake air pre-cleaner (Tier 4i only)

* Available only with Ford engine
** Also available as Tier 4i in limited regions
*** Available through aftermarket parts only

Genie United States

6464 185th Ave. NE
Redmond, WA 98052

Telephone +1 (425) 881-1800
Toll Free in USA/Canada +1 (800)-536-1800
Fax +1 (425) 883-3475

Distributed By:

Effective Date: January, 2017. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie and AWP are registered trademarks of Terex Corporation or its subsidiaries. © 2017 Terex Corporation.

S40 0210M. Part No. 109367

www.genielift.com

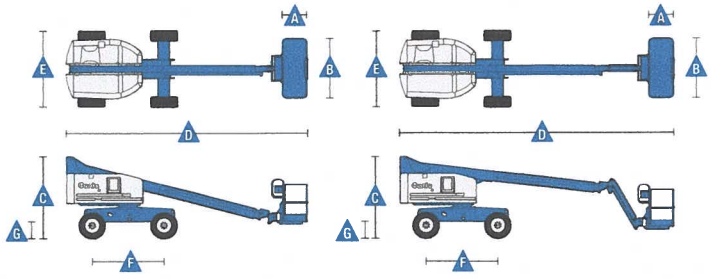
Genie
A TEREX BRAND

Self-Propelled Telescopic Booms

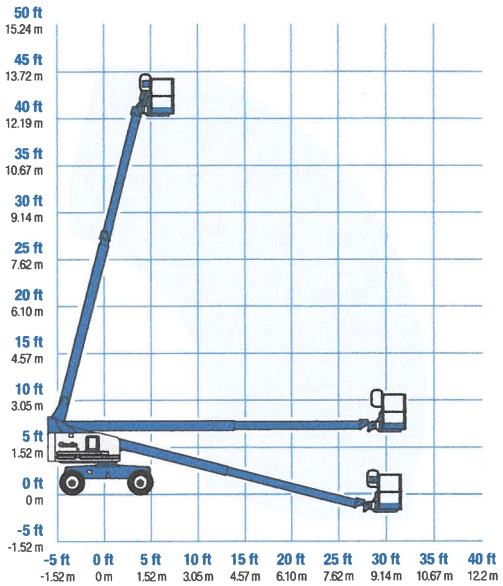
S™-40 & S™-45

Specifications

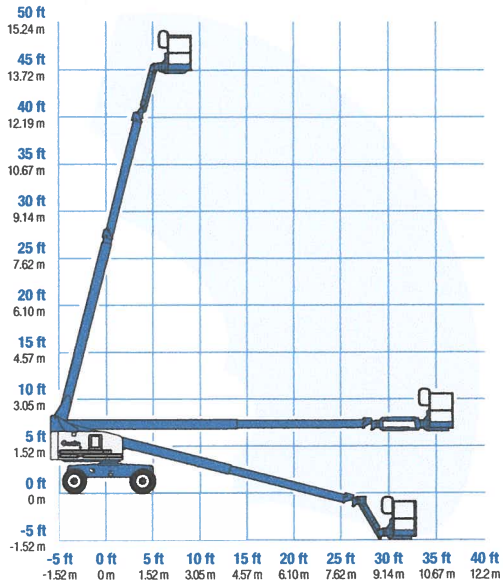
Models	S-40		S-45	
Measurements	**US**	**Metric**	**US**	**Metric**
Working height maximum*	46 ft	14.19 m	51 ft	15.72 m
Platform height maximum	40 ft	12.19 m	45 ft	13.72 m
Horizontal reach maximum	31 ft 8 in	9.67 m	36 ft 8 in	11.12 m
Below ground reach	3 ft 2 in	0.97 m	4 ft 11 in	1.5 m
A Platform length - 8 ft model	3 ft	0.91 m	3 ft	0.91 m
Platform length - 6 ft model	2 ft 6 in	0.76 m	2 ft 6 in	0.76 m
B Platform width - 8 ft model	8 ft	2.44 m	8 ft	2.44 m
Platform width - 6 ft model	6 ft	1.83 m	6 ft	1.83 m
C Height - stowed	8 ft 2 in	2.49 m	8 ft 2 in	2.49 m
- stowed with Trax option	8 ft 2 in	2.49 m	8 ft 2 in	2.49 m
D Length - stowed	24 ft 3 in	7.39 m	27 ft 10 in	8.48 m
- transport (jib tucked under)	———	———	22 ft 4 in	6.80 m
E Width - standard tires	7 ft 6 in	2.30 m	7 ft 6 in	2.30 m
- Trax option	7 ft 7 in	2.31 m	7 ft 7 in	2.31 m
F Wheelbase	7 ft 3 in	2.20 m	7 ft 3 in	2.20 m
G Ground clearance - center	1 ft .5 in	0.32 m	1 ft .5 in	0.32 m
Productivity				
Lift capacity	500 lbs	227 kg	500 lbs	227 kg
Platform rotation	160°		160°	
Vertical jib rotation	———		135°	
Turntable rotation	360° continuous		360° continuous	
Turntable tailswing	2 ft 10 in	0.86 m	2 ft 10 in	0.86 m
Drive speed - stowed	4.8 mph	7.7 km/h	4.8 mph	7.7 km/h
- raised or extended	0.68 mph	1.1 km/h	0.68 mph	1.1 km/h
- Trax option stowed	2.5 mph	4.0 km/h	2.5 mph	4.0 km/h
- Trax option raised	0.68 mph	1.1 km/h	0.68 mph	1.1 km/h
Gradeability - 2WD - stowed**	30%		30%	
- 4WD - stowed**	40%		40%	
Turning radius - inside	6 ft 8 in	2.0 m	6 ft 8 in	2.0 m
- outside	15 ft 8 in	4.78 m	15 ft 8 in	4.78 m
- Trax option inside	7 ft 9 in	2.36 m	7 ft 9 in	2.36 m
- Trax option outside	17 ft	5.18 m	17 ft	5.18 m
Controls	12 V DC proportional		12 V DC proportional	
Tires - RT lug	12.5L-16SL front / 12-16.5 NHS rear			
	Trax		Trax	
Power				
Power source	49 hp (36.54 kW) Deutz diesel T4f D2.9L4			
	49 hp (36.54 kW) Perkins diesel T4f 404D-22			
	60hp (44.74kW) Ford gas/LPG MSG425			
Auxiliary power unit	12 V DC		12 V DC	
Hydraulic tank capacity	45 gal	170 L	45 gal	170 L
Fuel tank capacity	20 gal	76 L	20 gal	76 L
Weight* **				
Standard	12,310 lbs	5,584 kg	15,270 lbs	6,926 kg
Trax	13,680 lbs	6,205 kg	16,670 lbs	7,561 kg
Standards Compliance	ANSI A92.5, CSA B354.4, EN 280, AS 1418.10			



Range Of Motion S-40



Range Of Motion S-45



* The metric equivalent of working height adds 2 m to platform height. U.S. adds 6 ft to platform height.
** Gradeability applies to driving on slopes. See operator's manual for details regarding slope ratings.
*** Weight will vary depending on options and/or country standards.

www.genielift.com

THE NEW STANDARD

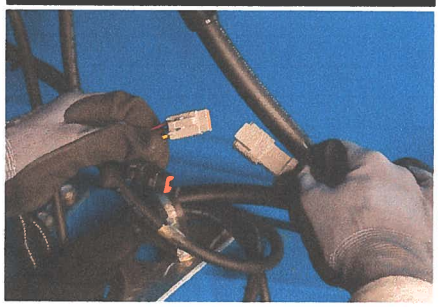
LIFT GUARD™ CONTACT ALARM

The Lift Guard™ Contact Alarm is designed to alert ground personnel when an operator makes contact with the platform control panel, interrupting boom movement, sounding an alarm and flashing a warning light. The system is designed to be unobtrusive, featuring a activation cable fitted above the boom lift's control panel.

When the activation cable is tripped, the lift and drive functions are disabled at the platform. Then audio and visual warnings will activate alerting others that assistance may be needed. These notifications will continue until the system is reset — simply click the activation cable back into place.

A key feature of the new system is the "free-movement zone" between an activation cable and platform control panel that may allow for operator mobility once the system is activated, to either reset the system or remove themselves from the hazard.

Simplified Installation



Quick Reconnect

Order online at gogenielift.com or contact our Parts Experts:

(877) 367-5606

AWP.PartsSalesPO@terex.com

Genie® A TEREX BRAND Genuine Parts

TAKING YOU HIGHER™

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LIMITED PRODUCT WARRANTY
The Americas and Caribbean

Terex South Dakota, Inc. and Terex USA, LLC ("Seller"), as to the equipment manufactured by each respective company, warrants the new equipment it manufactures or sells worldwide to be free, under normal use and service, of any defects in manufacture or materials for the following time periods, commencing on the date on which such equipment is invoiced to the original buyer ("Buyer") or, if Buyer is a distributor and resells such equipment to a third party, no later than six months after the original invoice date:

WITH RESPECT TO STRUCTURAL ELEMENTS: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 5 years; Towed and All Other Products: 1 year;

WITH RESPECT TO ELECTRICAL COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 1 year; Towed and All Other Products: 1 year;

WITH RESPECT TO HYDRAULIC COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 3 years; Towed and All Other Products: 1 year;

WITH RESPECT TO O-RINGS, SEALS, HOSES AND BRAKES: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 1 year,

provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) the product registration for the new equipment has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the Buyer, FCA Seller's parts facility (Incoterms 2010). Freight charges are not covered. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All return freight charges are the responsibility of the Buyer. All components and parts replaced under this warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts and attachments are used in, or attached to, the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller or one of Seller's affiliates, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated periods, and "stopping and restarting" such periods is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage, Acts of God, or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the equipment and review maintenance procedures to determine if the failure is covered under this warranty.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.
10. Travel, and related expenses, to a geographic area where Seller has no established service presence, or freight charges related to Buyer's shipment of equipment to an approved location for repair.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

Part No. T111695
September 27, 2011 Rev D

Genie
A TEREX BRAND

LIMITED PRODUCT WARRANTY
Outside The Americas and Caribbean

Terexlift S.r.L., Terex United Kingdom Ltd., and Terex (Changzhou) Machinery Co. Ltd. ("Seller"), as to the equipment manufactured by each respective company, warrants the new equipment it manufactures or sells worldwide to be free, under normal use and service, of any defects in manufacture or materials for the following time periods, commencing on the date on which such equipment is invoiced to the original buyer ("Buyer") or, if Buyer is a distributor and resells such equipment to a third party, no later than six months after the original invoice date:

WITH RESPECT TO STRUCTURAL ELEMENTS: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 5 years; Towed and All Other Products: 1 year;

WITH RESPECT TO ELECTRICAL COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 2 years; Towed and All Other Products: 1 year;

WITH RESPECT TO HYDRAULIC COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 2 years; Towed and All Other Products: 1 year;

WITH RESPECT TO O-RINGS, SEALS, HOSES AND BRAKES: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 1 year,

provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) the product registration for the new equipment has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the Buyer, FCA Seller's parts facility (Incoterms 2010). Freight charges are not covered. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All return freight charges are the responsibility of the Buyer. All components and parts replaced under this warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts and attachments, are used in, or attached to, the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller or one of Seller's affiliates, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated periods, and "stopping and restarting" such periods is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage, Acts of God, or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the equipment and review maintenance procedures to determine if the failure is covered under this warranty.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labour or other costs related to, work performed by personnel not authorized by Seller to service the equipment.
10. Travel, and related expenses, to a geographic area where Seller has no established service presence, or freight charges related to Buyer's shipment of equipment to an approved location for repair.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOUR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

Part No. T111695
September 27, 2011 Rev D

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13374 **County Administrator's Report 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Contract Award for Escambia County Public Safety Emergency Operations Center (EOC) New Video Wall
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Public Safety Emergency Operations Center New Video Wall - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement Relating to Audio Visual Equipment between Escambia County, Florida, and Pro Sound, Inc., per the terms and conditions of PD 16-17.067, Escambia County Public Safety Emergency Operations Center (EOC) New Video Wall, in the amount of $101,250.

[Funding: Fund 352, "LOST", Cost Center 330435, "Public Safety Capital Projects", Object Code 56401, "Machinery and Equipment"]

BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid on July 27, 2017. The Pre-Soliciation conference was held at the Emergency Operations Center (EOC) and three (3) vendors participated. A sealed bid was received from Pro Sound, Inc. on August 15, 2017, and it was deemed responsive. A second bid was received and returned unopened as it was delivered after the deadline for submissions. Escambia County Public Safety Emergency Management Division Manager, John Dosh, approved the selection of Pro Sound, Inc. as the sole reasonable and responsive bidder for this Scope of Work and Specification.

BUDGETARY IMPACT:

Funding: Fund 352, "LOST"; Cost Center 330435, "Public Safety Capital Projects"; Object Code 56401, "Machinery and Equipment"

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Assistant County Administrator Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

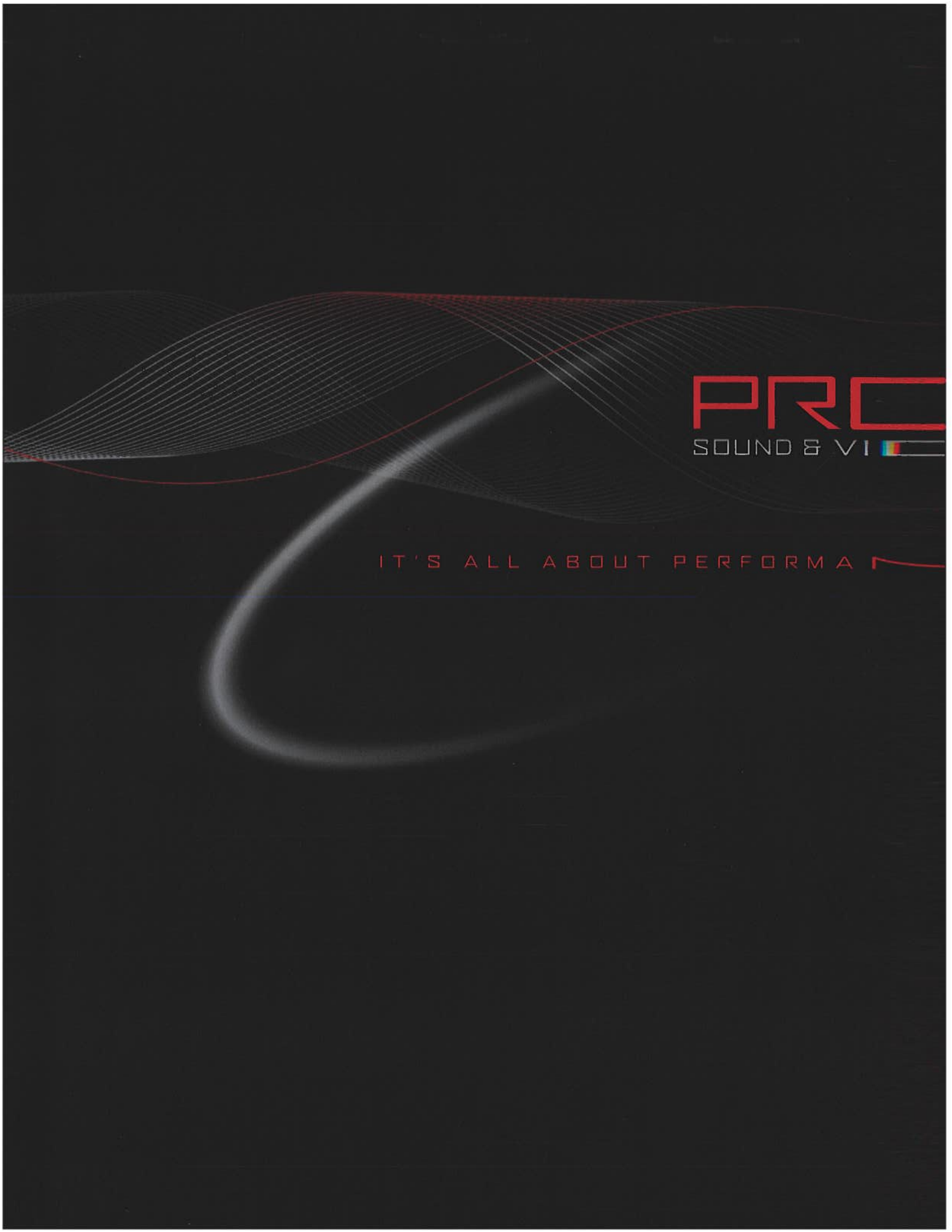
This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order. The Contract will be administered by the Escambia County Department of Emergency Management.

Attachments

Bid - Pro Sound and Video
Recommendation to Award Checklist
Agreement
Bid Tabulation
Solicitation Pickup Sheet


PRO
SOUND & VI
IT'S ALL ABOUT PERFORMA

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER
ES0000149

The SPECIALTY ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018
AS A LIMITED ENERGY SYSTEMS SPECIALIST

SINTOW, RODERICK JONATHAN
PRO SOUND INC
1375 NE 123 STREET
MIAMI FL 33161-6525

ISSUED: 07/13/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1607130001355

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER
EG0000111

The ALARM SYSTEM CONTRACTOR II
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

SINTOW, RODERICK JONATHAN
PRO SOUND INC
1375 NE 123 STREET
MIAMI FL 33161-6525

ISSUED: 07/13/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1607130001339

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

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 No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Escambia County Public Safety EOC
New Video Wall

SOLICITATION NUMBER: PD 16-17.067

SOLICITATION

MAILING DATE: July 27, 2017

PRE-BID CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held **10:30 a.m. CDT, August 4, 2017** at **Escambia County Public Safety Building, 6575 North W Street, Pensacola, Florida 32505.**

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, August 15, 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 County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 591834097

TERMS OF PAYMENT: NET30

DELIVERY DATE WILL BE 30 **DAYS AFTER RECIEPT OF PURCHASE ORDER.**

VENDOR NAME: PRO SOUND, INC.
ADDRESS: 8812 GROW DRIVE
CITY, ST. & ZIP: PENSACOLA, FL 32514
PHONE NO.: (850) 476-7600
TOLL FREE NO.: (____) _____
FAX NO.: (850) 476-0600

REASON FOR NO OFFER: _____

BID BOND ATTACHED $ YES

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

BRIAN SMITH - VICE PRESIDENT
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

BID FORM – Base Bid

Please accept for consideration this lump sum bid in the amount of ONE HUNDRED NINE THOUSAND DOLLARS AND ZERO CENTS ($ 109,000.00) to provide and install the designed video wall system, scope of work and support as outlined in the design documents and drawings.

Submitting the above lump sum pricing and signature hereby acknowledges the Offeror has reviewed the design documents, drawings, scope of work and project schedule, and thus agrees to provide the system components, installation, and support as outlined in the specifications.

Offeror acknowledges that all installation, removal, and dismantling of audio-visual (A/V) equipment shall be performed by an A/V systems contractor, normally engaged in the full-time business of A/V systems installation, having been in the business of A/V installation for no less than five years, and has completed projects of similar size and scope. The Owner and/or Owner's representative reserves the right to reject any bids submitted by firms without sufficient experience in projects of this size, complexity, or any other terms the Owner or Owner's representative may deem relevant. The Contractor shall have sole responsibility for the satisfactory execution of the work, even though he may have sub-contracted a portion of the work, or had certain manufacturers install their own products. The Awarded Contractor shall provide résumés of the project coordinator (manager) and lead installer planned to be used for this project.

Alternate Bid

Should there be sufficient budget available for this project and pending Escambia County Board of County Commissioner's approval, please include a Bid for the dismantling of the existing video projection structure located in the room behind the current video wall, which is holding the projectors in place. The structure and projectors will be delivered to the Owner for storage at the EOC and will not become the property of the Offeror. **Alternate Bid Amount, not including the primary bid amount listed above and for the sole purpose of dismantling the existing video projection structure:** ONE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS ($ 1,400.00).

Alternate Bid Deduct

Please show the cost of including the redundant power supply to the newly installed video wall. Pending budget discussions, this cost may or may not be included in the Scope of Work. **The cost for connecting the redundant power supply to the newly installed video wall is** NINETY-NINE THOUSAND, EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS ($ 99,850.00).

PD 16-17.067, ESCAMBIA COUNTY PUBLIC SAFETY EOC - NEW VIDEO WALL

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1	Date 08-07-17	Addendum No._____	Date_____
Addendum No. 2	Date 08-09-17	Addendum No._____	Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number
579055

Occupational License No. 666855

Florida DBPR Contractor's License, Certification and/or Registration No. ES0000149

Type of Contractor's License, Certification and/or Registration SPECIALTY ELECTRICAL CONTRACTOR

Expiration Date: AUGUST 2018

County Permits/Fees required for this project:

County $345.02

Person to contact concerning this bid:

Name: BRIAN SMITH

Phone: 850-476-7600

Email: BSMITH@PROSOUND.NET

Person to contact for emergency service:

Name: BRIAN SMITH

Phone: 850-476-7600

Email: BSMITH@PROSOUND.NET

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 **Ninety (90)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Twenty (120) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $50.00 each day will 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 **5%** of 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
http://www.myescambia.com/departments/purchasing

Paul Nobles
Purchasing Manager

Office of Purchasing
213 Palafox Place, 2nd Floor
Pensacola, Florida 32502

Dear Sir:

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:

PRO SOUND, INC.

By: BRIAN SMITH

It's: VICE PRESIDENT

Date: 08-14-17

Name of Project:

ESCAMBIA COUNTY PUBLIC SAFETY EOC NEW VIDEO WALL

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
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TELEPHONE (850)595-4980
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TELEFAX (850)595-4805
https://myescambia.com/our-services/purchasing

Paul R. Nobles
Purchasing Manager

August 07, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 16-17.067 Escambia County Public Safety Emergency Operations Center (EOC) New Video Wall

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 1 provides for the following clarifications that arose during discussions at the recent mandatory pre-solicitation conference. The clarifications are as follows:

SUBCONTRACTORS

Any Bidder planning to use an 'AV subcontractor' for equipment and installation of the new video wall, shall present the following information on the AV subcontractor prior to the Bidder submitting their bid price:

AV subcontractor shall be an A/V systems contractor, normally engaged in the full-time business of A/V systems installation. Show proof that the AV subcontractor has been in the communications system installation business for a period of no less than five years and has completed projects of similar size and scope.

The AV subcontractor providing and installing the video wall for the Bidder must be an authorized dealer for the specified equipment (or equal), certified in the installation and programming of the equipment and have recently completed a project(s) of similar size and scope.

The AV subcontractor shall comply with State and Local low voltage electrical contractor laws, requirements, and permits.

The Owner and/or Owner's representative reserves the right to reject any bids submitted by firms without sufficient experience in projects of this size, complexity, or any other terms the owner or owner's representative may deem relevant.

EXISTING VIDEO WALL

The Bidder shall dismantle the existing video wall screens and deliver them to the Owner for storage at the EOC. The existing video wall screens do not become the property of the Bidder.

The Bidder shall provide the Owner an alternate price to dismantle the existing superstructure located in the room behind the video wall screens and deliver to the Owner for storage at the EOC. The existing video wall superstructure would not become the property of the Bidder.

The Owner will construct a new wall for the new video wall mounts to be attached to. The Bidder is not responsible for any wall construction.

Budget

The budget for this project is not to exceed $100,000.00.

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 your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Pro Sound, Inc.

JDL

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

August 08, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.067 Escambia County Public Safety Emergency Operations Center (EOC) New Video Wall

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum Number 2 provides for an updated Bid Form to be used because of the information contained in Addendum 1. The new Bid Form, attached below, replaces the original Bid Form contained in the original Solicitation.

Also included in this new Bid Form is an alternate deductive bid for the exclusion of the redundant power supply to the video wall to be installed. We ask that bidders list the cost for this item, which should already be included in the installation costs. This alternative bid line item offers the County more flexibility regarding budgetary concerns.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: PEC Sales, Inc.

JDL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County Public Safety EOC
(print name of the public entity)

by Rod Sintow, CEO
(print individual's name and title)

for Pro Sound, Inc.
(print name of entity submitting sworn statement)

whose business address is

1375 N.E. 123rd Street
Miami, FL 33161

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-1834097

(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 9th day of August, 20 17

Personally known x

OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of Florida

My commission expires 12/7/2018

DEBORAH SADEGHI
(Printed typed or stamped commissioned name of notary public)

DEBORAH SADEGHI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF171409
Expires 12/7/2018

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Pro Sound, Inc. does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

August 9, 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 Number: 579055

Does it use a registered fictitious name: (Yes) or No

Names of Officers:
President: Richard Scharmann; Kelly Prince Secretary: Rod Sintow
Vice President: Dave Shoemaker; Brian Smith Treasurer: Rod Sintow
Director: Rod Sintow Director: _____
Other: CEO-Rod Sintow Other: _____

Name of Corporation (As used in Florida): Pro Sound, Inc.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: 1375 NE 123rd Street
City, State, Zip: Miami, FL 33161

(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: 59-1834097
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Brian Smith
E-mail: bsmith@prosound.net
Telephone Number: 850-476-7600 Facsimile Number: 850-476-0600

Name of individual who will sign the instrument on behalf of the company:
Rod Sintow
(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: CEO

END

(850) 488-9000 Verified by: _____ Date: _____

FLORIDA

2017 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/16

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2017

Business Name and Location Address

Certificate Number

23-8012064485-3

PRO SOUND INC
1375 NE 123RD ST
NORTH MIAMI, FL 33161-6525

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer,** use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller,** you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "*More e-Services*" and then "*Verify resale and exemption certificates*"
- Mobile App: ***Florida Tax (FL Tax)*** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Pro Sound, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☑ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1375 NE 123 Street

Requester's name and address (optional)

City, state, and ZIP code
Miami, Florida 33161-6525

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
5	9	–	1	8	3	4	0	9	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Pro Sound, Inc.
1375 NE 123 Street Miami FL 33161

as Principal, hereinafter called the Principal, and Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300 Jersey City NJ 07311-1107

a corporation duly organized under the laws of the State of MO

as Surety, hereinafter called the Surety, are held and firmly bound unto Escambia County Board of County Commissioners
Office of Purchasing, Room 11.101, 213 Palafox Street, Pensacola FL 32502

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for PD 16-17.067 Escambia County Public Safety Emergency Operations Center (EOC) New Video Wall

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of August , 2017

Wayne Locklear
(Witness)

Pro Sound, Inc.
(Principal) (Seal)
By: Vice President
(Title)

Jackie Haynes
Jackie Haynes (Witness)

Arch Insurance Company
(Surety) (Seal)
By: Brett Rosenhaus
Attorney-in-Fact Brett Rosenhaus (Title)

AIC 0000213499

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arthur Lawrence Colley of Charlotte, NC
Brett Rosenhaus of Lake Worth, FL
Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office In Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Escambia County Public Safety Emergency Operations Center (EOC) New Video Wall

Bid Number: PD 16-17.067

Opening Date/Time: August 15, 2017 2:00 PM CDT

Purchasing Agent: Jeffrey Lovingood

Client Department: Emergency Management Dept. Director/Designee: John Dosh

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #: TBD

Fund #: 352 Fund Title: LOST

Cost Center #: 330435 Cost Center Title: Public Safety Capital Projects

Object Code #: 56401 Object Code Title: Machinery + Equipment

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ◯ Yes ◯ No
Note: Attachments to Requisition shall Reference PD # 16-17.067

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Unit Price Extensions Checked by: John Dosh

(Signature) _____ (Date) 08/16/2017

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).

AGREEMENT RELATING TO AUDIO VISUAL EQUIPMENT (PD 16-17.067)

THIS AGREEMENT is made and entered into by and between **Escambia County, Florida,** a political subdivision of the State of Florida ("County"), and **Pro-Sound, Inc.** ("Contractor"), a Florida for profit corporation, to perform all work ("Work") in connection with the installation of a new video wall at the Escambia County Emergency Operations Center (EOC) located at 6575 North "W" Street, Pensacola, Florida ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

1.1 The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

1.2 In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

1.3 County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK. Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the installation of a new video wall system at the EOC in accordance with the Contract Documents and as outlined in Escambia County's Invitation to Bidders for "Escambia County Public Safety EOC – New Video Wall," Specification No. P.D. 16-17.067. The scope of work shall include dismantling and removing the existing video projection structure. The scope of work shall not include installing a redundant power supply to the newly installed video wall system. In the event of a conflict between the terms of the Exhibits referenced in this Agreement and this Agreement, the terms of this Agreement shall prevail.

SECTION 3. CONTRACT AMOUNT. In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor an amount not to exceed **$101,250.00**, hereinafter referred to as the "Contract Amount," for all work performed pursuant to this Agreement.

SECTION 4. BONDS.

4.1 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 holder's 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.

4.2 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.

4.3 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 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

5.1 Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the work on the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Further, no work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

5.2 The work shall be substantially complete within **90 calendar days** from the Commencement Date specified above. The work shall be fully complete and ready for final acceptance by the County within 30 calendar days from the Substantial Completion Date or **120 calendar days** from the Commencement Date (hereinafter "Contract Time").

5.3 County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not substantially complete within the time specified above. Should Contractor fail to substantially complete the work in accordance with the time specified above, County shall be entitled to assess, as **liquidated damages**, but not as a penalty, **$50.00** for each calendar day thereafter until the work is substantially complete.

5.4 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.

5.5 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. INSURANCE.

6.1 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; and

(c) Florida statutory Workers' Compensation.

6.2 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.

6.3 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

6.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

SECTION 7. EXHIBITS INCORPORATED. The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Form of Release and Affidavit
Exhibit D:	Form of Change Order
Exhibit E:	Owner Direct Purchases- FORM OF0205
Exhibit F:	Working Drawings / Plans
Exhibit G:	Technical Specifications
Exhibit H:	Solicitation Documents

SECTION 8. NOTICES.

All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first

class mail, postage pre-paid, return receipt requested, addressed to the following:

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Pro Sound, Inc
Attention: Rod Sintow
1375 NE 123 Street
Miami, FL 33161

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 9. MODIFICATION. No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 10. SUCCESSORS AND ASSIGNS. Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 11. GOVERNING LAW. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 12. NO WAIVER. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 13. ENTIRE AGREEMENT. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 14. SEVERABILITY. Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 15. 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:

COUNTY: Escambia County, Florida, a political subdivision of the State of Florida

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: PRO SOUND, INC.

By_____
Rod Sintow, CEO & Registered Agent

ATTEST:

_____
Corporate Secretary

Date: _____

[SEAL]

Approved as to form and legal sufficiency.
By/Title:
Date: 11/21/17

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 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 Documents, Contractor shall immediately report same to County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. INVESTIGATION AND UTILITIES.

2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing utility services above, upon, or under the Project site, said utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE.

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated bi-monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS.

4.1. Prior to submitting its first request 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 requests for payment.

4.2. The first request for payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the request payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit two copies of each request for payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the request 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 request for payment, the Contractor may make the necessary corrections and resubmit the request for payment for reconsideration within

ten (10) calendar days of receiving notice of refusal.

If re-submittal of the request 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 a request 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 request 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. If the Contract Amount is $200,000.00 or less, the following shall apply: 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. If the Contract Amount is in excess of $200,000.00, the following shall apply: After fifty percent (50%) completion of Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. After fifty percent (50%) completion of Work, the Contractor may request payment of up to one-half of the retainage held by the County, and the County shall make payment unless there are grounds for withholding the payment of retainage. The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. Requests 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**. The County may decline to approve any request for payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor,

materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT.

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County, 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 C**, 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 payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS.

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice of Award is received by Contractor.

7.3. 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.

7.4. 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.

7.5. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS AND MEETINGS.

8.1. Unless waived in writing by County, Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. The hours of operation by Contractor's personnel;

8.1.3. The number of Contractor's personnel present and working at the Project site, by subcontract and trade;

8.1.4. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.5. Description of Work being performed at the Project site;

8.1.6. Any unusual or special occurrences at the Project site;

8.1.7. Materials received at the Project site; and

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor for County.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS.

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly

acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK.

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as **Exhibit D** 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 during the pendency of any Claim.

Section 12. OTHER WORK.

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE.

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P. O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by County

of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8. Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9. 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; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; and (3) Rules 38F and 38I, Florida Administrative Code. Failure to adhere to the requirements of the above named laws and regulations regarding safety shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal

Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work

as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the

Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit C;** (2) consent of surety to final payment; and (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. 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.

Section 21. WARRANTY.

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators,

suppliers or processors except as otherwise provided for in the Contract Documents.

21.2. If, within **one year** after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law.

Section 22. TESTS AND INSPECTIONS.

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 23. DEFECTIVE WORK.

23.1. Work not conforming to the requirements of the construction plans or Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for

same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay

in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. **SUPERVISION AND SUPERINTENDENTS**. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. **PROTECTION OF WORK**.

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. **EMERGENCIES**. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. **USE OF PREMISES**. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. **SAFETY**.

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all

safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set forth in this Agreement.

Section 29. **PROJECT MEETINGS**. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing requests for payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

EXHIBIT__
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars ($_____),

for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20__, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____
Witness

By:_____

Name:_____

_____
Witness

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, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

_____

_____ By:_____

Witness Name:_____

_____ Its:_____

Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

_____
Witness

(Authorized Signature)

_____

(Printed Name)

OR

_____

Witness

_____

As Attorney In Fact (Attach Power)

_____

_____
Witness

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT
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
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:

	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
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

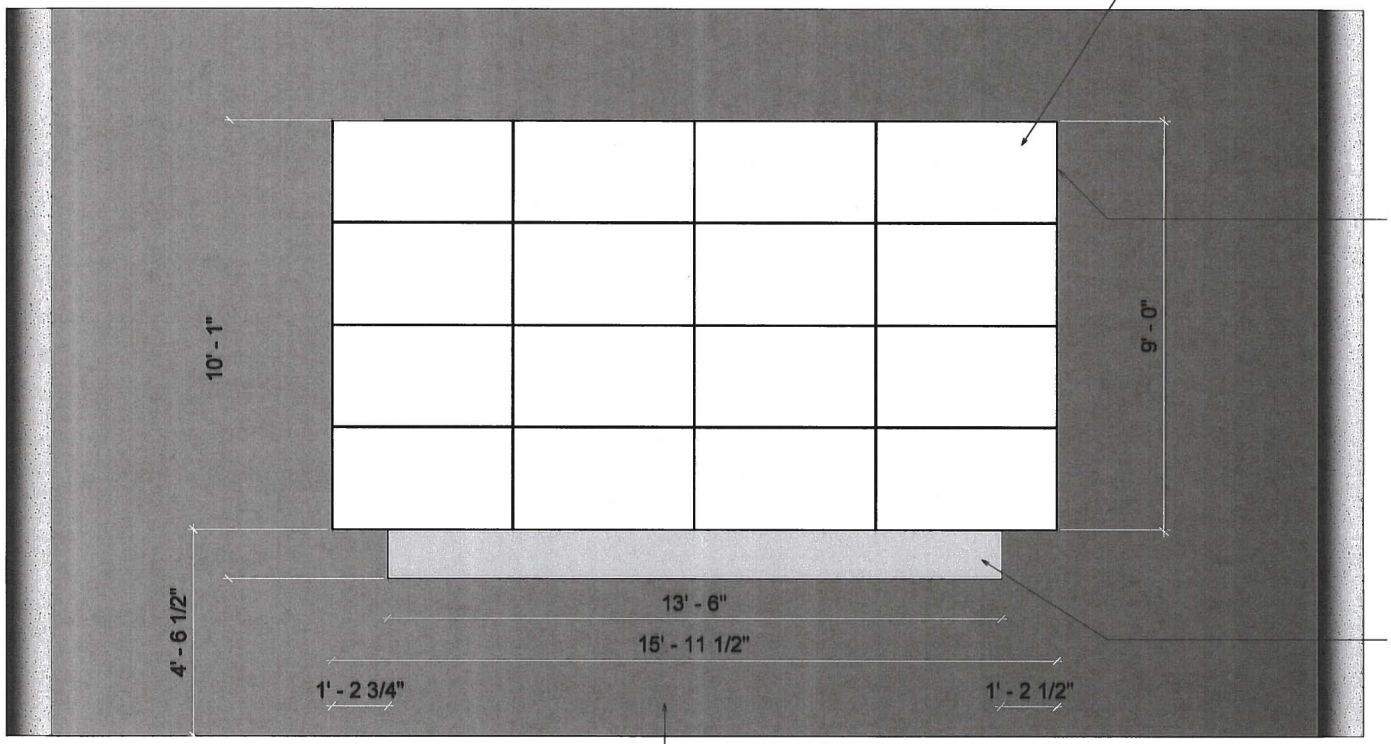
in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

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
tabbies



1 VIDEO WALL(S) ELEVATION
SCALE: 3/4" = 1'-0"

WALTHALL & ASSOCIATES
Consultants in Electronic Systems and Engineering
200 Swift Creek Drive
Cantonment, FL 32533
(850) 479-9002
www.walthall.us

No.	Description	Date

EOC VIDEO WALL

ESCAMBIA COUNTY PUBLIC SAFETY
W STREET
PENSACOLA, FL

VIDEO WALL

Issue Date: 5-1-17
REVIEW & PRICING

Drawn by: CW
Checked by: CW / JD
Project number: VW

AV100

4/28/2017 7:48:04 AM

PD 16-17.067, ESCAMBIA COUNTY PUBLIC SAFETY EOC - NEW VIDEO WALL

EXHIBIT

ESCAMBIA COUNTY PUBLIC SAFETY EOC - NEW VIDEO WALL

SPECIFICATION PD 16-17.067

TECHNICAL SPECIFICATIONS

4 x 4 55" VIDEO WALL
ESCAMBIA COUNTY PUBLIC SAFETY EOC

SCOPE OF WORK

The AV contractor shall provide and install a new 55" 4 x 4 video wall, including but not limited to the following components. Basis of design: Planar Clarity Matrix LX55HDU (Doc # 72777)

(16)	55" thin bezel video wall display
(1)	4 x 4 video wall mounting system
(4)	Quad video controller
(4)	Power supply modules (as required)
(1)	Cable assemblies (as required) for remote power & HDBaseT transmission
(1)	Contractor labor, material and misc. (as required)

The AV contractor shall provide the necessary re-programming of the existing Extron GCP control & configuration system to properly configure the video wall into the newly installed digital AV system. Original Extron GCP programmer: Walthall & Associates.

The AV contractor shall deliver, erect, and configure the new video wall to work with the newly installed digital AV system and provide a fully functional video wall display.

The AV contractor shall coordinate with the Owner's carpenter regarding mounting structure for the new video all mounting system.

The AV contractor shall coordinate their work schedule with the Owner's space scheduling and be prepared to evacuate the EOC in the event the EOC has to go 'active'.

The AV contractor shall not disrupt any other portion of the newly installed digital AV system with the exception of the TV One Corio (current video wall processor).

The AV contractor shall coordinate the video wall system integration with the Owner's AV consultant.

The AV contractor shall mount the new video wall processors and power modules in the existing AV equipment rack(s) and reconnect the (9) existing matrix feeds to the new video wall processor(s) using HDMI certified cables.

The AV contractor shall warranty the video wall system and workmanship for no less than 1 year and provide response within 24 hours of notification.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Escambia County Public Safety Emergency Operations Center (EOC) New Video Wall BID # PD 16-17.067**								
Bid Opening Time: 2:00 PM CDT Bid Opening Date: 08/15/2017 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Pro Sound & Video	Y	Y	N/A	Y	Y	Y	Y	Y	$109,000.00
BIDS OPENED BY:	Jeffrey Lovingood, Purchasing Specialist					Date: 08/15/2017			
BIDS TABULATED BY:	Jeffrey Lovingood, Purchasing Specialist					Date: 08/15/2017			
BIDS WITNESSED BY:	Paul Nobles, Purchasing Manager					Date: 08/15/2017			

CAR
DATE 10/9/2017

BOCC
DATE 10/19/2017

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Pro Sound & Video

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

Posted @ 12:00 PM CDT Date: 09/26/2017

JDL

SIGN IN SHEET FOR SOLICITATION PICK UP

PD16-17.067

Description: Escambia County Public Safety Emergency Operations Center (EOC) New Video Wall

The information written on the form below will be published on the Purchasing Home page with this solicitation information under the tab "Planholder's List". Please write clearly and legibly. You are advised to visit the Purchasing website to verify the accuracy of the information and contact the Office of Purchasing at 850 595-4980 immediately for changes. You are also advised to check the website below for any addenda.

http://www.myescambia.com/solicitations **(Purchasing Info/ For Vendors/ Current Solicitations)**

[Print] Company Name & Address:	Phone/ Fax/E-mail:	[Print] Contact Name(s):
AE New Jr Inc	PH: 850 472-1001	Jennifer Beasley
460 Van Pelt Lane	CELL:	Will Errington
Pensacola FL 32505	FAX: 850 472 1004	
DATE 8/2/17 P/U ✓ MAIL _____	E-MAIL: jennifer@genewjr.com	
[Print] Company Name & Address:	Phone/ Fax/E-mail:	[Print] Contact Name(s):
Birkshire Johnstone	PH: 850-777-1169	Melissa@birkshirejohnstone.com
10 Spruce St	CELL:	
Pensacola FL 32505	FAX:	chris@birkshirejohnstone.com
DATE _____ P/U_____ MAIL _____	E-MAIL:	
[Print] Company Name & Address:	Phone/ Fax/E-mail:	[Print] Contact Name(s):
	PH:	
	CELL:	
	FAX:	
DATE _____ P/U_____ MAIL _____	E-MAIL:	
[Print] Company Name & Address:	Phone/ Fax/E-mail:	[Print] Contact Name(s):
	PH:	
	CELL:	
	FAX:	
DATE _____ P/U_____ MAIL _____	E-MAIL:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13298 **County Administrator's Report 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Re-Solicitation Southwest Greenway 4th Extension Project
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Award for Re-Solicitation Southwest Greenway 4th Extension Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Contract Agreement, between Escambia County, Florida, and Gulf Marine Construction, Inc., per the terms and conditions of PD 16-17.071, Re-Solicitation Southwest Greenway 4th Extension Project, in the amount of $349,250.

[Funding: Fund 110, Other Grants and Projects, Cost Center 221024, FDEP GO409 Bch Haven/Boardwalk, $197,823.80; Fund 352, LOST lll, Project 10NE0022, Jones Creek Restoration East, $2,065; Fund 352, LOST III, Project 11NEC0878, South-West Greenway, $50,327; and Fund 352, Project 15NE3392, Beach Haven Drainage, $84,034.20]

BACKGROUND:

The Solicitation was advertised in the Pensacola News Journal on October 10, 2017, three bids were received on November 7, 2017 for this Solicitation. Gulf Marine Construction, Inc., was the lowest, and most responsive bidder. The Southwest Greenway Trail is a multi-year project consisting of both elevated boardwalk, and improved surface trail. The eastern corridor is a walkable trail extending from Lexington Terrace Park on Old Corry Field Road along Jones Creek through several different types of ecosystems to Fairfield Drive. The Total cost for completion of the eastern trail corridor is over 1.5 million. Majority of the funds necessary to construct the overall project was received from Grants including Florida Department of Environmental Protection, Florida Greenways and Trails, Florida Communities Trust and National Fish and Wildlife Foundation 5 Star Restoration Program. The 4th Extension completes the eastern trail corridor by crossing Fairfield Drive and linking it to the first western section of the Southwest Greenway Footpath and Hiking Trail in Jones Swamp Wetland Preserve. The Fairfield crossing has been awarded under a separate contract.

BUDGETARY IMPACT:

Funding: Fund 110, Other Grants and Projects, Cost Center 221024 FDEP GO409 Bch Haven/Boardwalk $197,823.80;
Fund 352, LOST lll Project 10NE0022 Jones Creek Restoration East $2,065; Fund 352, LOST III Project 11NEC0878 South-West Greenway $50,327; Fund 352, Project 15NE3392 Beach Haven Drainage $84,034.20]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Chapter 46, Article ll Purchases and Contracts of the Escambia County Code of Ordinances and Purchasing Policy PP-120 and PP-130.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order. Engineering will administer the Contract.

Attachments

Agreement
Bid Tabulation
Recommendattion to Award Determination Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

Gulf Marine Construction, Inc.

For

PD 16-17.071, Re-Solicitation Southwest Greenway 4th Extension Project

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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	[Description/Sheet No./Date]	
Exhibit I/Technical Specifications **[Description/Date]**		
Exhibit J/Supplemental Terms and Conditions		
Exhibit K/Federal Documents		
Exhibit L/Solicitation Documents Index		

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND GULF MARINE CONSTRUCTION, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Gulf Marine Construction, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 16-17.071, Re-Solicitation Southwest Greenway 4th Extension Project ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Three Hundred Forty Nine Thousand, Two Hundred Fifty

$349,250.00

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 Fifty (150) 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 Eighty (180) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, $1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County’s Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a “punch list” of

any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material (if applicable)
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:

Natural Resource Management
3363 West Park Place
Pensacola, Florida 32505
Attention: Jimmie Jarratt

B. All correspondence with the Contractor will be addressed to the following:

Gulf Marine Construction, Inc.
1232 North Pace Boulevard
Pensacola, Florida 32505
Attention: Peter Gaddy

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County

may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Gulf Marine Construction, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Gulf Marine Construction, Inc., a **Florida** Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: Peter Gaddy

Date: _____

(Corporate Seal)

BCC Approved: January 4, 2018

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 1. INVESTIGATION AND UTILITIES

1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 2. SCHEDULE

2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 3. PROGRESS PAYMENTS

3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

3.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.6 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.7 Applications for Payment will not be approved unless all submittals required by the Contract

documents, up to that point, are provided and “As-Built” record documents are maintained as required by Section 8.2.

Section 4. PAYMENTS WITHHELD

4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 5. FINAL PAYMENT

5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer’s review, Shop Drawings shall bear the Contractor’s certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

6.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

6.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

6.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

6.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS

7.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

7.1.2. Soil conditions which adversely affect the Work;

7.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

7.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

7.1.6. Description of Work being performed at the Project site;

7.1.7. Any unusual or special occurrences at the Project site;

7.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

7.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

7.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

8.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

8.4.2. The weather was unusual as documented by supporting data.

8.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

8.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

9.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

10.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 11. OTHER WORK

11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

11.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

11.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 12. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.3 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.4 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.5 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved

in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.6 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.7 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.8 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 13. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 14. CLEANUP AND PROTECTIONS

14.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 15. ASSIGNMENT

15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 16. PERMITS, LICENSES AND TAXES

16.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

16.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8)

makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

17.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

17.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

17.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. COMPLETION

19.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

19.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 20. WARRANTY

20.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two Years (2) year Warranty Period.

Section 21. PROJECT LAYOUT AND CONTROL

21.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

21.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

21.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 22. TESTS AND INSPECTIONS

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two Years (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 28. SAFETY

28.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)

_____
_____ (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, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

_____

(Authorized Signature)

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

Witnesses

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Manager
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

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
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ‘ PbX(Id-Ib) where:

Pa ‘ Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ‘ Bid unit price for Bituminous Material.

Id ‘ Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ‘ Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

ATTACHMENT D
Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (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."

2. **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 the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, 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 the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - 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 work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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.

5. **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.)** - 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. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

6. **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.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - 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 Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood

hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21. **Compliance with Limitation on Federal Participation (23 CFR 1.9)** pertaining to the use of Federal-aid funds

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Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:**	PD 16-17.071
	Solicitation Name:	Perdido Key Dune Restoration Project

Bid Opening Time: 10:00 AM **Bid Opening Date:** 11/7/2017 **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	Base Bid	Alternate A - Boardwalk From Bay Springs Dr. to	Alternate Bid B - Boardwalk West of	Grand Total
Birkshire Johnstone, LLC	Y	Y	Y	Y	N/A	Y	Y	$155,535.00	$167,000.00	$35,807.00	$358,342.00
J. Miller Construction, Inc.	Y	Y	Y	Y	N/A	Y	Y	$199,351.75	$247,332.00	$39,272.30	$485,956.05
Gulf Marine Construction, Inc.	Y	Y	Y	Y	N/A	Y	Y	$149,495.00	$168,440.00	$31,315.00	$349,250.00

Bids Opened By:	Lester Boyd, Purchasing Coordinator	**Date:**	10/18/2017	**Status:**	
Bids Tabulated By:	Lori Kistler, SOSA	**Date:**	10/18/2017	Recommendation	
Bids Witnessed By:	Lori Kistler, SOSA	**Date:**	10/18/2017	**CAR Date:** 1/4/2018	**BOCC Date:** 1/4/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** That the Board approve and authorize the County Administrator to sign the Contract Agreement, between Escambia County, Florida, and Gulf Marine Construction, Inc., per the terms and conditions of PD 16-17.071, Re-Solicitation Southwest Greenway 4th Extension Project, in the amount of $334,250.

Notes:

Posted: **12/12/17 10:30 AM** **Form Completed By:** **PRN**

Bid Verification PD 16-17.071

Base Bid - BOARDWALK FROM EXISTING TERMINUS TO STATION 20+00				Gulf Marine Construction		Birkshire Johnstone, LLC		J Miller Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization /Demobilization	1	LS	$7494	$7494	$15480	$15480	$8000	$8000
2	INSTALLATION AND MAINT. OF EROSION CONTROLS & TREE PROTECTION (INCLUDING BUT NOT LIMITED TO SILT FENCE, TURBIDITY CURTAINS, CONSTRUCTION ENTRANCE, ETC., NPDES NOI & NOT PERMIT, SWPPP/MONITORING/REPORTING,)	1	LS	$4592	$4592	$9600	$9600	$17183	$17183
3	CLEARING AND GRUBBING PER COUNTY SPECIFICATION 2230 SEE TREE SURVEY FOR ADDITIONAL INFORMATION	1	LS	$7650	$7650	$11400	$11400	$21207	$21207
4	CONSTRUCTION OF PILE SUPPORTED ELEVATED BOARDWALK WITH 2" X 8" WOODEN RAIL CAPS	765	LF	$165	$126225	$149	$113985	$197.15	$150821.24 $150819.75
5	CONSTRUCTION OF PILE SUPPORTED ELEVATED TURNAROUND WITH 2" X 8" WOODEN RAIL CAPS	1	EA	$3534	$3534	$5070	$5070	$2142	$2142
				TOTAL	$149495	TOTAL	$155535	TOTAL	$199353.24 $199351.74

Alternate Bid #A BOARDWALK FROM STATION 20+00 TO BAYSPRINGS DRIVE				Gulf marine Construction		Birkshire Johnstone, LLC		J Miller Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1	INSTALLATION AND MAINT. OF EROSION CONTROLS & TREE PROTECTION (INCLUDING BUT NOT LIMITED TO SILT FENCE, TURBIDITY CURTAINS, CONSTRUCTION ENTRANCE, ETC., NPDES NOI & NOT PERMIT, SWPPP/MONITORING/REPORTING,)	1	LS	$3440	$3440	$10455	$10455	$22461	$22461
A2	CLEARING AND GRUBBING PER COUNTY SPECIFICATION 2230 SEE TREE SURVEY FOR ADDITIONAL INFORMATION	1	LS	$10000	$10000	$12546	$12546	$27721	$27721
A3	CONSTRUCTION OF PILE SUPPORTED ELEVATED BOARDWALK WITH 2" X 8" WOODEN RAIL CAPS	1000	LF	$155	$155000	$144	$144000	$197.15	$197150
				TOTAL	$168440	TOTAL	$167001	TOTAL	$247332

Alternate Bid #B BOARDWALK WEST OF FAIRFIELD DRIVE				Gulf Marine Construction		Birkshire Johnstone, LLC		J Miller Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B1	INSTALLATION AND MAINT. OF EROSION CONTROLS & TREE PROTECTION (INCLUDING BUT NOT LIMITED TO SILT FENCE, TURBIDITY CURTAINS, ETC., NPDES NOI & NOT PERMIT, SWPPP/MONITORING/REPORTING) CONSTRUCTION ENTRANCE	1	LS	$2360	$2360	$2752	$2752	$3190	$3190
B2	CLEARING AND GRUBBING PER COUNTY SPECIFICATION 2230 SEE TREE SURVEY FOR ADDITIONAL INFORMATION	1	LS	$1420	$1420	$4805	$4805	$3936	$3936
B3	CONSTRUCTION OF PILE SUPPORTED ELEVATED BOARDWALK WITH 2" X 8" WOODEN RAIL CAPS APPROX 142 LF	142	LF	$155	$22010	$149	$21158	$197.15	$27995.58 $27995.30
B4	CONSTRUCTION OF ELEVATED 8'X12' PILE SUPPORTED TURNAROUND WITH STEP DOWN; WITH 2" X 8" WOODEN RAIL CAP AND 2" X 10" HANDRAIL CAP ON STEP DOWN 1 EA	1	EA	$2650	$2650	$5930	$5930	$2856	$2856
B5	CONCRETE, 3000PSI FIBER MESH LANDING WEST OF FAIRFIELD	7	SY	$350	$2450	$81	$567	$100	$700
B6	GENERAL FILL, SP-SM	17	CY	$25	$680 $425	$35	$595	$35	$595
				TOTAL	$31570 $31315	TOTAL	$35807	TOTAL	$39372.58 $39272.30

Legend:
Math error
Actual number

Derek M. Fox

Digitally signed by Derek M. Fox
DN: cn=Derek M. Fox, o=Escambia County, ou=Public Works Department, email=derek_fox@myescambia.com, c=US
Date: 2017.11.13 12:53:09 -06'00'

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST

SECTION 1 - GENERAL INFORMATION SECTION -

Description: **RE-SOLICITATION OF SOUTHWEST GREENWAY 4TH EXTENSION PROJECT**

Bid Number: **PD 16-17.071**

Opening Date/Time: **October 10, 2017, Extended to 11-04-2017**

Purchasing Agent: **LESTER L. BOYD, PURCHASING COORDINATOR**

Client Department: **Fleet Maintenance Dept., Public Works** Dept. Director: **Derek Fox - Engineering Project Coordinator - Jimmie Jarrett, Project and Grant Manager, Brent Wipf – Environmental Program Manager**

Designee:

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition: #_____

Fund: 110 Fund Name: Other Grants & Projects Fund Amount: $210,000 Cost Center: _____ Object Code: _____

Fund: 352 Fund Name: LOST III Fund Amount: $ 4,900

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation __Yes ___No
Note: Attachments to Requisition shall Reference: (PD 16-17.071, RE-SOLICITATION OF SOUTHWEST 4TH EXTENSION PROJECT.

Comments Applicable to General Information Section: _____

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: To award a Contract to: Gulf Marine Construction, Inc

PD #16-17.071, RE-SOLICITATION OF SOUTHWEST GREENWAY 4TH EXTENSION PROJECT, for

Total - $ 349,250.00 : (Base Bid): $149,495.00 Alternate "A" $168,440.00 Alternate "B": $31,315.00

Unit Price Extensions checked by: **DEREK FOX – JIMMIE JARRETT – BRENT WIPF** **Date:** 11/8/2017

Contract Manager: x_____ **Date:** x_____
(signature)

Special Note: NO SPECIAL NOTE REQUIRED!

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes _No Client Department _X_ Yes __No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: x_____
Contract Manager - (Signature)

Purchasing Manager/Designee Approval: Lester L. Boyd, Purchasing Coordinator, (850) 595-4944.
(Signature)

F0125

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13297 **County Administrator's Report 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Contract Award for Perdido Key Dune Restoration Project
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Perdido Key Dune Restoration Project - 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 Aquatic Plants of Florida, Inc., per the terms and conditions of PD 16-17.091, Perdido Key Dune Restoration Project, in the amount of $319,026.60.

[Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center 222003, Object Code 54601, Repair & Maintenance Services]

BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid on September 18, 2017. Two bidders responded to the solicitation, however, only one bid was received by the due date of October 18, 2017. Matt Posner, Environmental Program Manager for Escambia County Natural Resources Management approved the selection of Aquatic Plants of Florida, Inc. as the lowest reasonable and responsive bidder for this solicitation.

BUDGETARY IMPACT:

Funding: Fund 118 Gulf Coast Restoration Fund, Cost Center 222003, Object Code 54601, Repair & Maintenance Services

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, Florida, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and the Escambia County Natural Resources Management Department will be the administrator for this project.

Attachments

Bid Tab Recommendation

Recommendation to Award Checklist

Agreement

Pre-Solicitation Conference Attendance Sheet

Aquatic Plants of Florida Bid

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 16-17.091 **Solicitation Name:** Perdido Key Dune Restoration Project								
Bid Opening Time: 1:00 PM **Bid Opening Date:** 10/18/2017 **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	Grand Total
Aquatic Plants of Florida, Inc.		Y	Y	Y	Y	N	Y	Y	$319,026.60
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	10/18/2017	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	10/18/2017	Recommendation			
Bids Witnessed By:	Buzz Rogenbuck, Senior Purch. Coord.			**Date:**	10/18/2017	**CAR Date:**	12/4/2017	**BOCC Date:**	12/14/2017

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Aquatic Plants of Florida, Inc.

Notes:

Posted: **12/4/17 4:30 PM** **Form Completed By:** **JDL**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Perdido Key Dune Restoration Project

Bid Number: PD 16-17.091

Opening Date/Time: October 18, 2017 at 1:00 PM CDT

Purchasing Agent: Jeffrey Lovingood

Client Department: Natural Resources Management Dept. Director/Designee: Tim Day

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition #: _____

Fund #: 118 Fund Title: Gulf Coast Restoration Fund

Cost Center #: 222003 Cost Center Title: _____

Object Code #: 54601 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)

Unit Price Extensions Checked by:

(Signature) _____ (Date) 10/20/2017

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

AGREEMENT FOR PERDIDO KEY DUNE RESTORATION PROJECT (PD 16-17.091)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aquatic Plants of Florida, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 65-0472183, whose principal address is 8120 Blaikie Court, Sarasota, Florida 34240.

WITNESSETH:

WHEREAS, on September 18, 2017, the County issued an Invitation to Bidders (PD 16-17.091) seeking a contractor to perform dune restoration along the Gulf of Mexico beach front in Perdido Key, Florida; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to perform such work; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such work as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, 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.

1.2 In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the General Terms and Conditions, attached as **Exhibit A**; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; 6) the Solicitation Documents, including addenda, attached as **Exhibit B**. 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.

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 in accordance with the scope of work as outlined in Escambia County's Invitation to Bidders for "Perdido Key Dune Restoration Project," Specification No. P.D. 16-17.091, attached hereto as **Exhibit B.** In the event of a conflict between the terms of the Exhibits referenced in this Agreement and this Agreement, the terms of this Agreement shall prevail.

SECTION 3. CONTRACT AMOUNT. In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor the total amount not to exceed **$319,026.60**, hereinafter referred to as the "Contract Amount," for all work performed pursuant to this Agreement in accordance with the Bid Form, attached hereto as **Exhibit C.**

SECTION 4. BONDS.

4.1 Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit D**, 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 holder's 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.

4.2 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.

4.3 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 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

5.1 Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the work on the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Further, no work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

5.2 The work shall be substantially complete within **90 calendar days** from the Commencement Date specified above. The work shall be fully complete and ready for final acceptance by the County within 30 calendar days from the Substantial Completion Date or **120 calendar days** from the Commencement Date (hereinafter "Contract Time").

5.3 County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not substantially complete within the time specified above. Should Contractor fail to substantially complete the work in accordance with the time specified above, County shall be entitled to assess, as **liquidated damages**, but not as a penalty, **$1,000.00** for each calendar day thereafter until the work is substantially complete.

5.4 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.

5.5 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. INSURANCE.

6.1 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; and

(c) Florida statutory Workers' Compensation.

6.2 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.

6.3 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

6.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

SECTION 7. EXHIBITS INCORPORATED. The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Solicitation Documents
Exhibit C: Bid Form
Exhibit D: Form of Performance and Payment Bonds

Exhibit E: Form of Release and Affidavit
Exhibit F: Form of Change Order

SECTION 8. NOTICES.

Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Aquatic Plants of Florida, Inc.
Attention: Gilbert J. Sharell
8120 Blaikie Court
Sarasota, FL 34240

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

SECTION 9. MODIFICATION. No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 10. SUCCESSORS AND ASSIGNS. Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 11. GOVERNING LAW. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 12. NO WAIVER. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 13. ENTIRE AGREEMENT. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 14. SEVERABILITY. Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 15. 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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: _____

CONTRACTOR:
AQUATIC PLANTS OF FLORIDA, INC.

ATTEST:

By: _____
Gilbert J, Sharell, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/1/17

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 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 Documents, Contractor shall immediately report same to County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. INVESTIGATION AND UTILITIES.

2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing utility services above, upon, or under the Project site, said utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE.

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated bi-monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS.

4.1. Prior to submitting its first request 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 requests for payment.

4.2. The first request for payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the request payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit two copies of each request for payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the request 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 request for payment, the Contractor may make the necessary corrections and resubmit the request for payment for reconsideration within

ten (10) calendar days of receiving notice of refusal.

If re-submittal of the request 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 a request 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 request 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. If the Contract Amount is $200,000.00 or less, the following shall apply: 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. If the Contract Amount is in excess of $200,000.00, the following shall apply: After fifty percent (50%) completion of Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. After fifty percent (50%) completion of Work, the Contractor may request payment of up to one-half of the retainage held by the County, and the County shall make payment unless there are grounds for withholding the payment of retainage. The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. Requests 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**. The County may decline to approve any request for payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor,

materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT.

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County, 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 E**, 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 payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS.

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice of Award is received by Contractor.

7.3. 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.

7.4. 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.

7.5. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS AND MEETINGS.

8.1. Unless waived in writing by County, Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. The hours of operation by Contractor's personnel;

8.1.3. The number of Contractor's personnel present and working at the Project site, by subcontract and trade;

8.1.4. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.5. Description of Work being performed at the Project site;

8.1.6. Any unusual or special occurrences at the Project site;

8.1.7. Materials received at the Project site; and

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor for County.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS.

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly

acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK.

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES.

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK.

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE.

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P. O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by County

of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8. Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9. 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; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; and (3) Rules 38F and 38I, Florida Administrative Code. Failure to adhere to the requirements of the above named laws and regulations regarding safety shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal

Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work

as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the

Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit E;** (2) consent of surety to final payment; and (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. 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.

Section 21. WARRANTY.

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators,

suppliers or processors except as otherwise provided for in the Contract Documents.

21.2. Contractor shall fully warrant all materials or equipment furnished pursuant to this Agreement for a period of **one (1) year** from the date of final completion and shall fully warrant all plant stock provided pursuant to this Agreement for a minimum of **180 calendar days** from the date of final completion. If any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law.

Section 22. TESTS AND INSPECTIONS.

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 23. DEFECTIVE WORK.

23.1. Work not conforming to the requirements of the construction plans or Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with

undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other

professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK.

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY.

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set forth in this Agreement.

Section 29. PROJECT MEETINGS. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing requests for payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

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 850-595-4805.

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 Bid/Proposal 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.

Specification Number PD 16-17.091, "Perdido Key Dune Restoration Project"
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. **Project Narrative**

This project is part of the Natural Resources Damage Assessment early restoration program that is a result of the Deepwater Horizon Oil Spill that occurred on April 20, 2010. The project goal is to restore the dunes along the Gulf side of Perdido Key that were adversely affected by clean-up activities that were carried out along the beach because of the spill. The work to be done under this project includes the planting of approximately 17.18 acres of vegetation that includes Sea Oats (*Uniola paniculata*), panic grass (*Panicum amarum*) and a diversity of other species.

All work shall be performed in accordance with the Contract Drawings (Exhibit H) and the Technical Specifications (Exhibit I), both of which are available on the CD Rom available at the Office of Purchasing.

The project site is located on the Gulf of Mexico side of Perdido Key in Escambia County, Florida and encompasses a length of 5.99 miles of the primary dune line extending from FDEP marker R-001.16 (just east of the Alabama/Florida state line) on the west end to marker R-031.84 (Western boundary of Gulf Island National Seashore) on the east end. The typical width of the planting zone is 30-ft and may vary from 15 feet wide to just under 60 feet as depicted on the contract drawings.

3. **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.

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 Bid 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. **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 to **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.

5. **Procurement Questions**

Procurement questions shall be directed, in writing, to Jeffrey Lovingood, Purchasing Specialist, 850-595-4953, Email: JDLovingood@myescambia.com.

The last day to submit questions regarding this solicitation is October 09, 2017, at 5:00 PM, CDT.

6. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures, signed in the proper spaces using indelible ink. 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, 213 Palafox Place, Pensacola, FL 32502, in Conference Room # 11.407 on October 03, 2017 at 11:00 AM CDT.

It is strongly encouraged that all potential bidders attend the pre-solicitation conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. **Local Preference**

This solicitation does not include a local preference.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

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 Thousand Dollars ($1,000.00)** 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. **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, materials, and/or workmanship furnished hereunder against defect for a period of one (1) year** from date of acceptance by Escambia County. The awarded vendor shall also fully warrant the **viability of all plantings for a minimum of One Hundred Eighty (180) days**. Please see the Technical Specifications (Section 7.0 Warranty, Success Criteria, & Replanting) for additional warranty information.

Should any defect in materials, workmanship, or plant stock, 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.

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. 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.

16. 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. solicitation.

17. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. Termination

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.

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. 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. 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.

22. Award

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

23. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be replaced and installed at no additional expense to Escambia County.

Non-Contract 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: Jeffrey Lovingood, 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.

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 *A. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **90** calendar days
Fully Complete and ready for Final Inspection in **120** calendar days
*B. Liquidated Damages at **$1,000.00** for each calendar day
Section 6
Section 7 *A. Natural Resources Management
223 Palafox Place
Pensacola, FL 32502
Attn: Timothy Day
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

PERDIDO KEY DUNE RESTORATION PROJECT

SPECIFICATION NUMBER PD 16-17.091

WORKING DRAWINGS / PLANS PREPARED BY ARCHITECT

See Working Drawings on CD Rom

EXHIBIT I

PERDIDO KEY DUNE RESTORATION PROJECT

SPECIFICATION NUMBER PD 16-17.091

TECHNICAL SPECIFICATIONS

See Technical Specifications on CD Rom

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

October 03, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.091 Perdido Key Dune Restoration Project

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for the following updates:

- A new Bid Form is attached. This new Bid Form must be used for submitting your bid. Any bids not using this new bid form will be deemed non-responsive.
- A new Scope of Work and Technical Specifications document is attached. Please use these revised copies when calculating your bid. Bids calculated using the incorrect data will not be accepted.
- A new set of drawings is attached. Please review these documents when calculating your bid.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

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

Perdido Key Dune Restoration Project

Solicitation Number PD 16-17.091

Solicitation

MAILING DATE: September 18, 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 10:00 AM CDT, October 03, 2017.
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, October 18, 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)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

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.

Bid Form

Perdido Key Dune Restoration Project
Bid Grand Total Price

$ 0.00

The Bidder shall total Bid Items 1-7 below to indicate Bid Grand Total Price.
All items below must be included in the total for the Bid to be deemed responsive.

Bid Item 1.0 Mobilization	Unit	Quantity	Unit Price	Bid Price
Mobilization	Lump Sum	1		$ $ 0.00
			TOTAL: Bid Item 1.0 - Mobilization	$ $ 0.00
Bid Item 2.0 Layout	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 2.1: STA 0+00 to STA 49+41.74	Lump Sum	1		$ 0.00
Part 2.2: STA 49+49.74 to STA 105+73.31	Lump Sum	1		$ 0.00
Part 2.3: STA 105+73.31 to STA 187+32.45	Lump Sum	1		$ 0.00
Part 2.4: STA 187+32.45 to STA 256+63.04	Lump Sum	1		$ 0.00
Part 2.5: STA 256+63.04 to STA 316+44.82	Lump Sum	1		$ 0.00
			TOTAL: Bid Item 2.0 - Layout	$ 0.00
Bid Item 3.0 Sea Oats	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 3.1: STA 0+00 to STA 49+41.74	Each	74,587		$ 0.00
Part 3.2: STA 49+49.74 to STA 105+73.31	Each	80,337		$ 0.00
Part 3.3: STA 105+73.31 to STA 187+32.45	Each	88,900		$ 0.00
Part 3.4: STA 187+32.45 to STA 256+63.04	Each	58,706		$ 0.00
Part 3.5: STA 256+63.04 to STA 316+44.82	Each	88,645		$ 0.00
			TOTAL: Bid Item 3.0 - Sea Oats	$ 0.00
Bid Item 4.0 Panic Grass	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 4.1: STA 0+00 to STA 49+41.74	Each	4,296		$ 0.00
Part 4.2: STA 49+49.74 to STA 105+73.31	Each	4,208		$ 0.00
Part 4.3: STA 105+73.31 to STA 187+32.45	Each	5,120		$ 0.00
Part 4.4: STA 187+32.45 to STA 256+63.04	Each	3,381		$ 0.00
Part 4.5: STA 256+63.04 to STA 316+44.82	Each	5,105		$ 0.00
			TOTAL: Bid Item 4.0 - Panic Grass	$ 0.00
Bid Item 5.0 Diversity Species	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 5.1: STA 0+00 to STA 49+41.74	Each	4,360		$ 0.00
Part 5.2: STA 49+49.74 to STA 105+73.31	Each	4,696		$ 0.00
Part 5.3: STA 105+73.31 to STA 187+32.45	Each	5,197		$ 0.00
Part 5.4: STA 187+32.45 to STA 256+63.04	Each	3,432		$ 0.00
Part 5.5: STA 256+63.04 to STA 316+44.82	Each	5,182		$ 0.00
			TOTAL: Bid Item 5.0 - Diversity Species	$ 0.00
Bid Item 6.0 Staking and Flagging Access Lanes	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Staking and Flagging Access Lanes	Lump Sum	1		$ 0.00
			TOTAL: Bid Item 6.0 - Staking and Flagging Access Lanes	$ 0.00
Bid Item 7.0. Demobilization	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Demobilization	Lump Sum	1		$ 0.00
			TOTAL: Bid Item 7.0 - Demobilization	$ 0.00
TOTAL BID PRICE: The bidder shall total Bid Items 1-7 above to indicate total bid price. All items must be included in total below for the bid to be deemed responsive.			**Total**	
GRAND TOTAL PRICE: Perdido Key Dune Restoration Project				$ 0.00

SPECIFICATIONS FOR DEEPWATER HORIZON NATURAL RESOURCE DAMAGE ASSESSMENT, PHASE III EARLY RESTORATION PROJECT

PERDIDO KEY DUNE RESTORATION PROJECT (PKDRP)

The following are the technical specifications and detailed scope of services for this project. No deviations will be allowed without prior written approval by Escambia County (County).

Project Background and Timeframe

This project is part of the Natural Resources Damage Assessment early restoration program that is a result of the Deepwater Horizon Oil Spill that occurred on April 20, 2010. The project goal is to restore the dunes along the Gulf side of Perdido Key that were adversely affected by clean- up activities that were carried out along the beach because of the spill. The work to be done under this project includes the planting of approximately 17.50 acres of vegetation that includes Sea Oats (*Uniola paniculata*), panic grass (*Panicum amarum*) and a diversity of other species. All work shall be performed in accordance with this scope of services and contract drawing (available for download at XX).

The project site is located on the Gulf of Mexico side of Perdido Key in Escambia County, Florida and encompasses a length of 5.99 miles of the primary dune line extending from FDEP marker R-001.16 (just east of the Alabama/Florida state line) on the west end to marker R-031.84 (Western boundary of Gulf Island National Seashore) on the east end. The typical width of the planting zone is 30-ft and may vary from 15 feet wide to just under 60 feet as depicted on the contract drawings. Planting work is anticipated to be complete before XX. If planting cannot be completed by this date, then it shall be completed between XX. There shall be a 180 day warranty period on the viability of the plantings beginning upon the date that planting is completed (Item 7.0 Warranty, Success Criteria, & Replanting).

TECHNICAL SPECIFICATIONS

1.0 SCHEDULE

1.1 WORK PLAN. As part of the bid, the Bidder shall submit a detailed Work Plan. The County will review the Work Plan submitted. At a minimum these plans must include a schedule of fieldwork activity, the species distribution, seed source, method of plant propagation, type of hydrating gel and fertilizer to be used, work force and equipment to be used for dune vegetation planting, and how this work force will be supervised, including the qualifications of the supervisor(s). Work Plans must be complete, reasonable and feasible using the resources proposed. The Contractor will be required to provide written documentation with the Work Plan as to the source of the planting units delivered under this bid. Documentation shall include collection permits or contracts from a State, the U.S. Department of Agriculture, or other comparable documents.

1.2 All authorized dune revegetation segments of work shall be installed, all equipment removed from the beach and work areas, and all beach construction activity completed by the date stipulated to in the Contract.

1.3 Work shall not commence prior to receipt of a written Notice to Proceed from the County. Contractor shall provide Escambia County Project Manager with 72-hours' notice prior to initiation of field work.

1.4 Work is permitted to proceed seven days per week, during daylight hours (sunrise to 1 hour after sunset), and subject to the provisions of Item 9.0, Environmental Protection, below.

1.5 Work shall be performed on a continuous basis from start to finish without interruption with the exception of inclement weather and/or acts of god. Contractor shall provide a schedule of field work activity in the Work Plan submitted with the bid.

1.6 Excepting unforeseen weather events, the Contractor shall notify the Escambia County Project Manger at least 48 hours prior to suspending work, and at least 3 work days prior to requested inspections for any acceptance sections (see project drawings). The County and/or Florida Department of Environmental Protection reserves the right to examine the work at any time.

2.0 PLANTING ZONES & ACCESS

2.1 The overall planting zone consists of the 5.99-mile existing primary dune line along the Gulf of Mexico shoreline at Perdido Key in Escambia County, FL. The width of the planting zone varies from 15-ft to just under 60 ft. The baseline planting zone consists of the 30-ft wide area Gulfward of the existing Gulfward edge of dune vegetation. The planting zone width may increase or decrease along selected segments of the dune line, as depicted in the Contract Drawings. In selected areas, the planting zone may include portions of the primary dune, including the dune crest and the Gulfward and landward dune slopes.

2.2 Staging Areas. The Contractor's Staging Area is identified in the contract drawings. The Contractor shall maintain these and all work areas in an organized, tidy and secure fashion and shall take all reasonable measures to minimize the area utilized for such activity. The Contractor is responsible for restoring to pre-work conditions any damage to the dunes and dune vegetation caused by the Contractor's activities. Temporary stockpiling of construction materials upon the beach is not permitted except for immediate (same-day) planting or installation. The Contractor is responsible for daily cleanup of litter and construction debris associated with their work.

2.4 Beach Access. Access corridors to the beach are identified in the Contract Drawings. Access to the beach and primary dune areas shall be limited to these areas unless otherwise approved by the County in writing. Beach driving shall be in compliance with Section 9.5 of these specifications. Access and construction-related activity elsewhere along the beach shall be minimized or structured so as to avoid disruption of, or impacts to, the existing dune and back-beach vegetation and sand fencing, and is limited to non-vehicular access. The Contractor shall not park or drive vehicles along the crest or upland of the dunes. The Contractor is responsible for restoring to pre-work conditions any damage to the dunes and dune vegetation caused by the Contractor's activities.

3.0 LAYOUT OF THE WORK

3.1 General. The dune revegetation shall be installed in accordance with the approved planting plan, which is anticipated to be in general accordance with the dimensions, lines and limits depicted in the drawings. The specific locations of vegetated reaches, including beach access lanes shall be field-verified by the Contractor and approved by the County or County's Representative. Well-established foot paths shall be given a 10-ft no planting width. All walkovers shall be avoided by 7.5 ft. to either side of the centerline of the structure. The County reserves the right to suspend work at any time when location,

layout, and/or limit marks established by the Contractor are not reasonably adequate to define the work or to permit checking of the work.

3.2 Baseline. The drawings indicate baseline stationing along the beach at 100-ft intervals, which shall be used to indicate the Work Zones and to reference the project's alongshore layout and other features of the work. The baseline is for alongshore reference and is not anticipated to represent the cross-shore limits of the work; (i.e., from which the landward or seaward edges of the planting will be measured).

3.3 Lay-out for Approval. The Contractor shall lay out the locations of dune vegetation by acceptance section, for approval by the County, prior to planting. At a minimum, this lay-out shall include flagging or stakes that indicate the locations of the seaward and landward vegetation limits, at not more than 300-ft centers (closer at transitions) and at the alongshore endpoints of vegetation at walkovers, beach access lanes and the ends of each Work Zone. The Contractor shall demonstrate the method by which the alongshore and cross-shore spacing for each vegetation type will be determined for planting.

3.4 Measurement for Payment. Payment shall be in accordance with the unit prices specified for the work, and shall be based upon the physical number of accepted, viable individual plants installed in accordance with the contract requirements. Viable installed plant units shall be as described in "Warranty, Success Criteria and Replanting", below. No additional payment shall be made for re-planting or other activities required to conform to the warranty provisions stipulated below.

4.0 PLANT MATERIALS

4.1 Planting Unit The intent of the County to populate the planting zones with a foundation pattern of sea oats and panic grass, with an additional planting of a mixture of at least two diversity species. These species may be selected by the Contractor for approval by the County (see section 4.2). For purposes of this bid, the term planting unit refers to a hole into which at least 2 stems of an individual, viable nursery grown plant of dune grass is installed.

4.2 Plant Species and Relative Planting Percentage

4.2.1 Foundation planting species:

Sea oats (*Uniola paniculata*) – 95%
Panic grass (*Panicum amarum*) – 5%

No other foundation plant species will be accepted as substitutes under this bid unless approved in writing by the County.

4.2.2 Diversity species: Contractor shall provide at least two additional diversity plant species, to be planted at a rate of 30 plant units per 1,000 ft. of planting zone area. Diversity plantings shall be installed in clumps of individual species rather than interplanted with the foundation planting species.

Diversity species may include (but are not limited to):

Beach elder (*Iva imbricata*)
Beach morning glory (*Ipomaea imperati*)
Railroad vine (*Ipomoea pes-caprae*)

Sea purslane (*Sesuvium portulacastrum*)

Table 1 provides the planting deliverables for the Perdido Key Dune Restoration Project.

Planting Section	Western Limit	Eastern Limit	Length (ft)	Length (miles)	Planting Area (Sq. Ft.)	Planting Area (Acres)	Total Plant Units	Sea Oats (*Uniola paniculata*)	Panic Grass (*Panicum amarum*)	Diversity Species [1]
1	STA 0+00	STA 49+41.74	4,941.74	0.94	145,337.30	3.34	83,243	74,587	4,296	4,360
2	STA 49+41.74	STA 105+73.31	5,631.57	1.07	156,546.38	3.59	89,241	80,337	4,208	4,696
3	STA 105+73.31	STA 187+32.45	8,159.14	1.55	173,227.98	3.98	99,217	88,900	5,120	5,197
4	STA 187+32.45	STA 256+63.04	6,930.59	1.31	114,392.50	2.63	65,519	58,706	3,381	3,432
5	STA 256+63.04	STA 316+44.82	5,981.78	1.13	172,730.20	3.97	98,932	88,645	5,105	5,182
		Total	31,644.82	5.99	762,234.36	17.50	436,152	391,175	22,110	22,867

[1] Diversity species identified in specifications

Contractor may recommend other species for approval by County, with documentation that species are appropriate for the site. The Contractor shall provide the County with a detailed description of his proposed planting scheme. This description shall be included in the Work Plan submitted with the Contractor's Bid.

4.3 Planting Unit Source. The source material for all planting units delivered under this bid must be limited to seeds and propagated plants collected from the Gulf Coast of Florida. All plants must be entirely suitable for the site and use intended. The Contractor will be required to provide written documentation with the Work Plan as to the source of the planting units delivered under this bid. Documentation shall include collection permits or contracts from a State, the U.S. Department of Agriculture, or other comparable documents. Bids submitted without this documentation will not be considered.

4.4 Required Number of Planting Units. The approximate number of planting units to be installed is 436,152. The Contractor shall provide all plant units required for the project. Site conditions may dictate adjustments to the number of planting units estimated for the work site. The final Contract quantities actually placed and accepted may vary from the Bid estimated quantities by ±15%. The unit price costs submitted with this bid will be used to determine either add or deduct cost amounts for the project. The County will determine the final number of planting units accepted as planting units eligible for payment.

4.5 Liners and Potted Plant Germination. Potted plants shall have a fully developed root ball that is consistent with the size of the specified container, but is not root-bound, at the time of delivery. All foundation dune plant materials grown in multi-well trays (liners) and prepared for installation to the site shall be viable plant materials with at least 2 emergent stems for dune grasses, for which the roots should fill the entire volume of the liner. Foundation species plants shall be "2-inch" units, having root ball volumes of at least 100 cubic centimeters, minimum. Diversity species plants shall be "4-inch" units, having root ball volumes of at least 300 cubic centimeters. Root balls shall not be root-bound. For purposes of this specification, the plant material in each liner constitutes one dune planting unit, regardless of the number of viable stems in the liner.

4.6 Plant Size. Deliverable planting units shall conform to the size requirements set forth herein and consistent with Section 4.5 above. For dune grass planting units, the delivered unit shall be not less than

six (6) inches in height, as measured from the top of the root ball to the apical meristem. Plants not meeting the minimum size requirements may be rejected.

4.7 Micropropagation. Planting units grown from approved sources via micropropagation techniques may be accepted under this bid. Plants produced from cuttings or the division of larger plants may be used if the material is derived from Gulf Coast Florida resources and meets all of the specifications for seed-produced planting units. However, planting units derived from micropropagation techniques shall not exceed 25% of the total number of planting units delivered under this bid.

5.0 PLANT UNIT HANDLING & INSTALLATION

5.1 Preparation, Handling, and Storage. The root ball shall be properly moistened to prevent desiccation. All planting units shall be handled, packed, transported, and stored at the installation site in such a manner as to ensure protection against desiccation, thermal stress, disease or physical damage. The County will inspect plant material at the beginning of each day. Planting units deemed to have been improperly handled, packed, transported, and/or stored will be rejected by the County upon inspection and replaced by the contractor at no additional costs to the County.

5.2 Plant Condition. All planting units provided under this bid shall have moist, vigorous root systems free of rot, disease, or discoloration at the time of delivery and installation. Planting units not meeting these plant condition specifications will be rejected by the County. Planting units rejected under this plant condition specification will not be considered as delivered to the site and therefore not eligible for payments under the unit cost schedules which apply to planting units.

5.3 Planting Unit Depth. All dune grass planting units shall be installed at a minimum depth of six (6) inches, as measured from the top of the root ball to the sand surface. The succulent species (Sea Purslane and Beach Elder) shall be planted a maximum depth not to exceed fifty percent (50%) of the length of the shoot of the plant, which is measured from the top of the root ball to the apical meristem.

Planting units which are out of specification with regard to the provisions of this planting unit depth specification may be planted solely at the Contractor's risk, and will be subject to all basic provisions of the survival criteria and warranty provisions of this contract, plus an increased retainage will be held based solely on the judgment of the County

5.4 Plant Unit Spacing. As noted, it is anticipated that the final plant-unit spacing and lay-out will be generally similar to that depicted in the construction drawings, and will be dependent on the actual number of plant units purchased for installation by the County. Within the planting zone, sea oats and diversity species shall be spaced on 18-inch centers on a triangular grid. Panic grass shall be spaced on 75-inch centers on a triangular grid (see Contract Drawings for typical planting plan view).

5.5 Installation shall be by hand labor and tools (spades and shovels, etc.). Hand-operated, single-operator small gas powered equipment may be utilized.

5.6 Inspections. If requested by the County, the Contractor shall provide the County with access to all nursery operations in the manner and time frame requested by the County for the purpose of performing compliance inspection(s) of the propagation and production methods being employed by the Contractor.

6.0 HYDRATING GEL & FERTILIZATION

6.1 A pre-hydrating water gel, such as Stockosorb®, or equivalent, shall be used for all planting units per gel manufacturer specifications. Hydrating gel shall be properly hydrated per manufacturer specification. Approximately 2.5 grams of slow release (90-day) pelletized Osmocote®, or approved equivalent, fertilizer with an N:P:K ratio of 18-6-12, plus trace elements, shall be added to hydrated gel material per plant unit. A minimum of eight (8) fluid oz. of hydrated gel/fertilizer mixture shall be placed beneath or within the root zone of each planting unit during installation. Required amounts of fertilizer may vary for the different types of planting units chosen and shall be placed in accordance with standard industry practice for each planting unit type and species, subject to approval by the County. Contractor shall specify the brand name and manufacturer of the proposed hydrating gel, and the manufacturer and N:P:K ratio of proposed fertilizer in the Work Plan submitted with the bid. The cost of pre-hydrating gel and fertilizer shall be included in the "installed" unit cost pricing schedule of the bid documents.

7.0 WARRANTY, SUCCESS CRITERIA, & REPLANTING

7.1 Planting Unit Success Criteria. Planting Areas are divided into approximately 500-ft Planting Zones for purposes of Warranty. For each 500-ft Planting Zone, the success of the planting effort will be assessed by the County approximately 180 days following the date of completion of the entire planting unit installation using three measures: (1) whole-site survival rate, (2) planting unit survival pattern, and (3) dune planting unit root penetration. The planting effort shall be deemed a success if all three of the described criteria are met at the 80% level.

7.2 Whole-Zone Survival Rate. A minimum survival rate of 80% of all dune planting units installed over each Planting Zone as a whole shall be achieved. This measure will be evaluated in three randomly selected quadrats (1 meter x 1 meter in dimension) in each 500-ft Planting Zones. Plants will be considered to be surviving if they show clearly vigorous rhizomes and white, turgid roots, even in the absence of vital above-ground growth.

7.3 Survival Pattern. A minimum of 80% of the planting zone width perpendicular to the shoreline shall be occupied by surviving planting units at all locations. This success criteria may be waived, at the discretion of the County, in areas where it can be documented that plant survival has been adversely impacted by unexpected pedestrian traffic, erosion, overwash, or inundation by the sea.

7.4 Planting Unit Root Penetration. A minimum of 24 out of 30 (80%) randomly selected dune plant units in each 500-ft Planting Zone shall have achieved root penetration of 9" or greater for all units, as measured from the top of the root ball down. The 30 randomly selected plants used to determine this measure of success shall be tagged in the field by the Contractor and the County immediately following plant installation. This success criteria may be waived, at the discretion of the County, if lesser root penetration is otherwise determined to be acceptable, or if it was caused by factors outside the control of the Contractor (i.e., excessive natural rainfall, as compared to the monthly averages measured for the area by the Southeast Regional Climate Center).

7.5 Replanting of Planting Units. If any of the above success criteria are not met, as determined by the County, the Contractor shall replant non-conforming units with viable, and within specification, planting units of the same type in all areas considered to be deficient according to the planting unit success criteria.

The replanting of planting units will be the sole responsibility of the Contractor and be completed at no additional cost to the County. All original warranty and survival provisions and requirements shall apply to replanted planting units, subject to the County's discretion.

7.6 Initial Planting Unit Survival. Planting units that do not survive for a minimum of 10 days after installation will be rejected and not be considered eligible for payment. New planting units, within specification, will be installed by the Contractor in the areas which do not survive 10 days. The Contractor will be responsible for installing the new replacement planting units within 5 days of notification by the County that an area of initial planting units did not survive for 10 days. The replacement planting units will be considered eligible for payment as original planting units only after they have survived a minimum of 10 days from installation.

7.7 Warranty Period Site Inspections. The Contractor may, at his sole discretion, make interim visits to the site during the warranty period to assess the conditions of the installed plants and assess the need for interim irrigation or plant replacement. The date of any visit shall be coordinated with the County.

8.0 REPORTING REQUIREMENTS

Contractor shall prepare a daily progress report for submittal by fax or electronic mail to the County and/or the County's Representative. At least five (5) days prior to the commencement of work, the Contractor shall submit a draft report for review by the County. At a minimum, the daily report shall include: The project name, the Contractor's contact information, a description of the weather conditions for that day, a clear description of the alongshore limits of work for that day (e.g. referenced to baseline station numbers depicted in the Contract Drawings), the number of crew members present on the jobsite that day, including supervisors, a pay estimate of the number of plants installed that day, a cumulative estimate of the number of plants installed that day, the number of plant trays ('flats') used for installation that day, including an estimate of the number of missing cells within each flat, and a certification statement by the Contractor and the Contractor's signature verifying the information submitted on each daily report. The County may require additional information after reviewing the draft report submittal.

9.0 ENVIRONMENTAL PROTECTION

9.1 General. The Contractor shall conduct his activities in a manner so as to minimize or avoid disturbance to existing environmental resources along the work area. The Contractor shall comply with all marine turtle and beach mouse protection requirements as specified by the permissions granted issued by the Florida Department of Environmental Protection Bureau of Beaches and Coastal Systems (FDEP BBCS, see **Attachment X**). The Contractor and all subcontractors are responsible for becoming intimately familiar with these requirements and their potential impacts on implementing the scope of services. The regulations, requirements and conditions concerning sea turtles and other environmental resources are considered a part of the contract and shall be complied with by the Contractor and Subcontractor(s). All Contractor and Subcontractor(s) personnel involved in this project are to be made fully aware of the sea turtle protection and environmental permit requirements, and the measures that the Contractor will take to comply with these requirements.

9.2 Fuel Dispensing. The Contractor shall not dispense fuel on the dune or sand beach. Contractor shall take all reasonable precautions to prevent contamination of the ground with fuel. Should any spilling of

fuel occur, the Contractor shall immediately recover the contaminated ground and dispose of it offsite at an approved facility.

9.3 Daily Surveys for Marine Turtle Nests. Beginning May 1, the County or designative representative shall conduct early-morning, daily surveys of the beach along the work area, prior to 9:00AM. The Contractor shall communicate with the designated turtle nest monitoring personnel each morning prior to commencing any vehicular activity on the beach to determine the location of any nests that were detected, if any. Contractor shall certify that such communication was made each day and shall note the results of that communication in the daily report. Throughout the construction period, if the Contractor finds an unmarked nest, the Contractor shall avoid the nest zone as identified below and shall contact the designated turtle nest monitoring personnel and the County immediately. Nests that interfere with the Contractor's uncompleted work shall not be relocated, and the Contractor shall be relieved of installing sand fencing and vegetation in the area described below. Nests that are discovered shall be clearly marked by the County/turtle monitor with stakes and flagging that indicate a 3-ft radius surrounding the nest. The Contractor shall avoid all construction activity within a 10-ft distance of any and all marked nests.

9.4 Work Lighting. Lighting of the beach or work areas is not permitted.

9.5 Beach Driving. The Contractor is specifically advised that vehicle driving or parking on the beach is not permitted, excepting lightweight ATV-style vehicles with tires exerting pressures on the ground of 10 psi or less. The Contractor is advised that the beach along the work area is comprised of soft sand, and will require appropriate vehicle types. Operation of any vehicles on the beach shall be in accordance with Environmental Protection requirements and the requirements of Section 9.6.

9.6 All temporary alteration of the beach topography (e.g., tire ruts and other vehicles tracks) landward of the mean high water line, shall be filled or leveled to the natural beach profile by the end of the work day which was approved for vehicular access. No equipment or materials may be stored on the beach during turtle nesting season (May 1 through October 31).

9.7 Shorebirds. The scope of services may extend into the overwintering season for piping plover and snowy plover which is from September through April. Therefore, when restoration occurs during the overwintering season the following precautions will be followed.

1. Vehicles used by the Contractor on the sandy beach south of the primary dune shall not exceed 10mph, as they should at all times during the year.
2. Heavily occupied habitat may be marked by County or designated representative and will be avoided by the Contractor until the conclusion of the overwintering period.

10.0 PUBLIC SAFETY & CONFLICTS WITH OTHER CONTRACTORS

10.1 Public Safety – The Contractor shall protect the safety of the general public utilizing the beach during construction, as well as residents and guests recreating along the shoreline within and adjacent to the proposed installation areas. The Contractor shall direct to the County all concerns or issues relating to potential conflicts between work activities and residents or beach-goers.

10.2 The Contractor is advised construction work by other contractors may be conducted at the same time. The Contractor shall direct to the County all concerns or issues relating to potential conflicts between work activities of the contractors engaged by the County at the work site.

11.0 PROPERTY DAMAGE.

Damage to property caused by the Contractor's fault or negligence in conducting the subject work shall be promptly repaired to pre-project conditions, acceptable to the County, at no additional expense to the County. In the event that the Contractor fails to undertake satisfactory reparations, the County will undertake same, and deduct the reasonable cost of these repairs from the amount otherwise payable to the Contractor.

SPECIFIC BID ITEMS

BID ITEM 1.0: MOBILIZATION

(a) General: This item shall consist of furnishing the labor, material, and equipment necessary for all preparation activities needed to complete work on the project.

(b) Scope: The mobilization bid item shall include, but is not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project site, and for the establishment of staging areas, temporary offices, buildings, safety equipment, first aid supplies, sanitary and other facilities, as required by the specifications, the special provisions, State and local laws, regulations, and guidelines. A field office is not required for this project but may be established at the Contractor's discretion at no additional cost to the County. Work includes, but is not limited to, the installation of safety fencing to safely secure the staging and storage areas from the public. The costs of bonds and any required insurance and any other pre-construction expense such as preparation of work plans necessary for the start and completion of work, excluding the cost of construction materials, shall also be included in this item.

(c) Payment: This item shall be paid per contract unit price lump sum for Bid Item 1.0.

BID ITEM 2.0: LAYOUT

(a) General: In general, the work specified in this Section consists of supplying labor and materials to perform all work necessary specified under this Contract to be performed.

(b) The Contractor shall lay out the locations of dune vegetation by acceptance section using stakes and/or flagging to indicate the locations of the seaward and landward vegetation limits at no greater than 300-ft. centers (closer at transitions) and at the alongshore endpoints of vegetation at walkovers, beach access lanes and the ends of each work zone.

(c) Approval: The layout shall be approved by the County's representative before proceeding with the planting.

(d) Payment: Layout shall be paid upon completion, based on the individual lump sum prices within Bid Item 2.0.

BID ITEMS 3.0, 4.0 AND 5.0:

(a) General: These items shall consist of furnishing the labor, material, and equipment necessary for the successful planting of the selected vegetation identified in this document.

(b) Work: The work specified under this section includes, but is not limited to, the provision of all materials, equipment, and manpower necessary to populate the planting zones with the species types, quality and quantity of vegetation described in the Technical Specifications and shown on the plans in Attachment K.

(c) Planting Unit Source: All planting units delivered under this bid must be limited to seeds and propagated plants collected from the Gulf Coast of Florida. Contractor will provide written documentation as to the source of planting units delivered under this bid. Documentation shall include collection permits or contracts from the State of Florida, the U.S. Department of Agriculture, or other comparable document preapproved by the County. No bid will be accepted without proper documentation of plant source.

(d) Hydrating Gel & Fertilization: The contractor shall provide and include with each planting hydrating gel and slow release fertilizer with each new planting unit in accordance with Section 6.0.

e) Warranty, Success Criteria, & Replanting: All planting areas shall meet the success criteria, whole zone survival rate, and survival pattern as described in Section 7.0. Any failure to meet the success criteria described therein shall require the contractor to replant the non-conforming units at no cost to the County.

(f) Payment: This item shall be paid based on the individual unit prices set forth within Bid Item 4.0, 5.0 and 6.0. Invoices may be submitted monthly based on the substantial completion of individual acceptance areas (five separate sections), following the initial ten (10) day survival period. Ten (10) percent of the payment shall be held as retainage until the success rate is determined to be adequate.

BID ITEM 6.0: STAKING AND FLAGGING ACCESS AREAS

(a) General: The work specified under this section consists of the staking and flagging of beach access areas, pedestrian paths and dune crossovers in accordance with the plans and technical specifications.

(b) Payment: This item shall be paid based on the lump sum prices set forth within Bid Item 6.0. Invoices may be submitted monthly based upon the completion of staking and flagging of access areas, pedestrian paths and dune crossovers.

BID ITEM 7.0: DEMOBILIZATION

(a) General: The work specified under this section consists of the demobilization of construction activities, cleanup, and repair of all areas impacted by the construction activities, removal of all waste materials, containers, staking and flagging used in boundary marking.

(b) Payment: This item shall be paid per contract unit price lump sum for Bid Item No. 7.0.

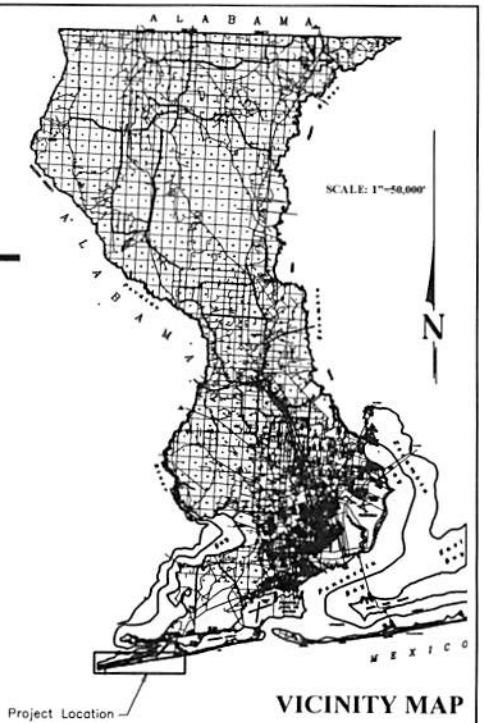
BID TABULATION

Bid Item 1.0 Mobilization	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Mobilization	Each	1	Lump Sum	$
			TOTAL: Bid Item 1.0 - Mobilization	$
Bid Item 2.0 Layout	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Part 2.1: STA 0+00 to STA 49+41.74	Each	1	Lump Sum	$
Part 2.2: STA 49+49.74 to STA 105+73.31	Each	1	Lump Sum	$
Part 2.3: STA 105+73.31 to STA 187+32.45	Each	1	Lump Sum	$
Part 2.4: STA 187+32.45 to STA 256+63.04	Each	1	Lump Sum	$
Part 2.5: STA 256+63.04 to STA 316+44.82	Each	1	Lump Sum	$
			TOTAL: Bid Item 2.0 - Layout	$
Bid Item 3.0 Sea Oats	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Part 3.1: STA 0+00 to STA 49+41.74	Each	74,587	$/unit	$
Part 3.2: STA 49+49.74 to STA 105+73.31	Each	80,337	$/unit	$
Part 3.3: STA 105+73.31 to STA 187+32.45	Each	88,900	$/unit	$
Part 3.4: STA 187+32.45 to STA 256+63.04	Each	58,706	$/unit	$
Part 3.5: STA 256+63.04 to STA 316+44.82	Each	88,645	$/unit	$
			TOTAL: Bid Item 3.0 - Sea Oats	$
Bid Item 4.0 Panic Grass	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Part 4.1: STA 0+00 to STA 49+41.74	Each	4,296	$/unit	$
Part 4.2: STA 49+49.74 to STA 105+73.31	Each	4,208	$/unit	$
Part 4.3: STA 105+73.31 to STA 187+32.45	Each	5,120	$/unit	$
Part 4.4: STA 187+32.45 to STA 256+63.04	Each	3,381	$/unit	$
Part 4.5: STA 256+63.04 to STA 316+44.82	Each	5,105	$/unit	$
			TOTAL: Bid Item 4.0 - Panic Grass	$
Bid Item 5.0 Diversity Species	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Part 5.1: STA 0+00 to STA 49+41.74	Each	4,360	$/unit	$
Part 5.2: STA 49+49.74 to STA 105+73.31	Each	4,696	$/unit	$
Part 5.3: STA 105+73.31 to STA 187+32.45	Each	5,197	$/unit	$
Part 5.4: STA 187+32.45 to STA 256+63.04	Each	3,432	$/unit	$
Part 5.5: STA 256+63.04 to STA 316+44.82	Each	5,182	$/unit	$
			TOTAL: Bid Item 5.0 - Diversity Species	$
Bid Item 6.0 Staking and Flagging Access Lanes	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Staking and Flagging Access Lanes	Each	1	Lump Sum	$
			TOTAL: Bid Item 6.0 - Staking and Flagging Access Lanes	$
Bid Item 7.0. Demobilization	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Demobilization	Each	1	Lump Sum	$
			TOTAL: Bid Item 7.0 - Demobilization	$
TOTAL BID PRICE: The bidder shall total Bid Items 1-7 above to indicate total bid price. All items must be included in total below for the bid to be deemed responsive.			**Total**	
GRAND TOTAL PRICE: Perdido Key Dune Restoration Project			**$**	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
COMMUNITY & ENVIRONMENT DEPARTMENT
NATURAL RESOURCE MANAGEMENT

PLANS PROPOSED FOR

PERDIDO KEY DUNE RESTORATION PROJECT



VICINITY MAP

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
C1	COVER SHEET
C2	PROJECT LOCATION
C3	SUMMARY OF PAY ITEMS & QUANTITIES
C4	PLAN VIEW PLANTING AREAS
C5	PLAN VIEW PLANTING AREAS
C6	PLAN VIEW PLANTING AREAS
C7	PLAN VIEW PLANTING AREAS
C8	PLAN VIEW PLANTING AREAS
C9	PLAN VIEW PLANTING AREAS
C10	PLANTING PLAN AND SECTION (TYPICAL)

TASK ORDER: PD 02-03 79.62.01.NRM

FINAL SUBMITTAL

08/03/17

This project is being funded by a Grant provided by the Florida Department of Environmental Protection through the Natural Resources Damage Assessment Early Restoration Program from the Deepwater Horizon Oil Spill. DEP Agreement No. S0927

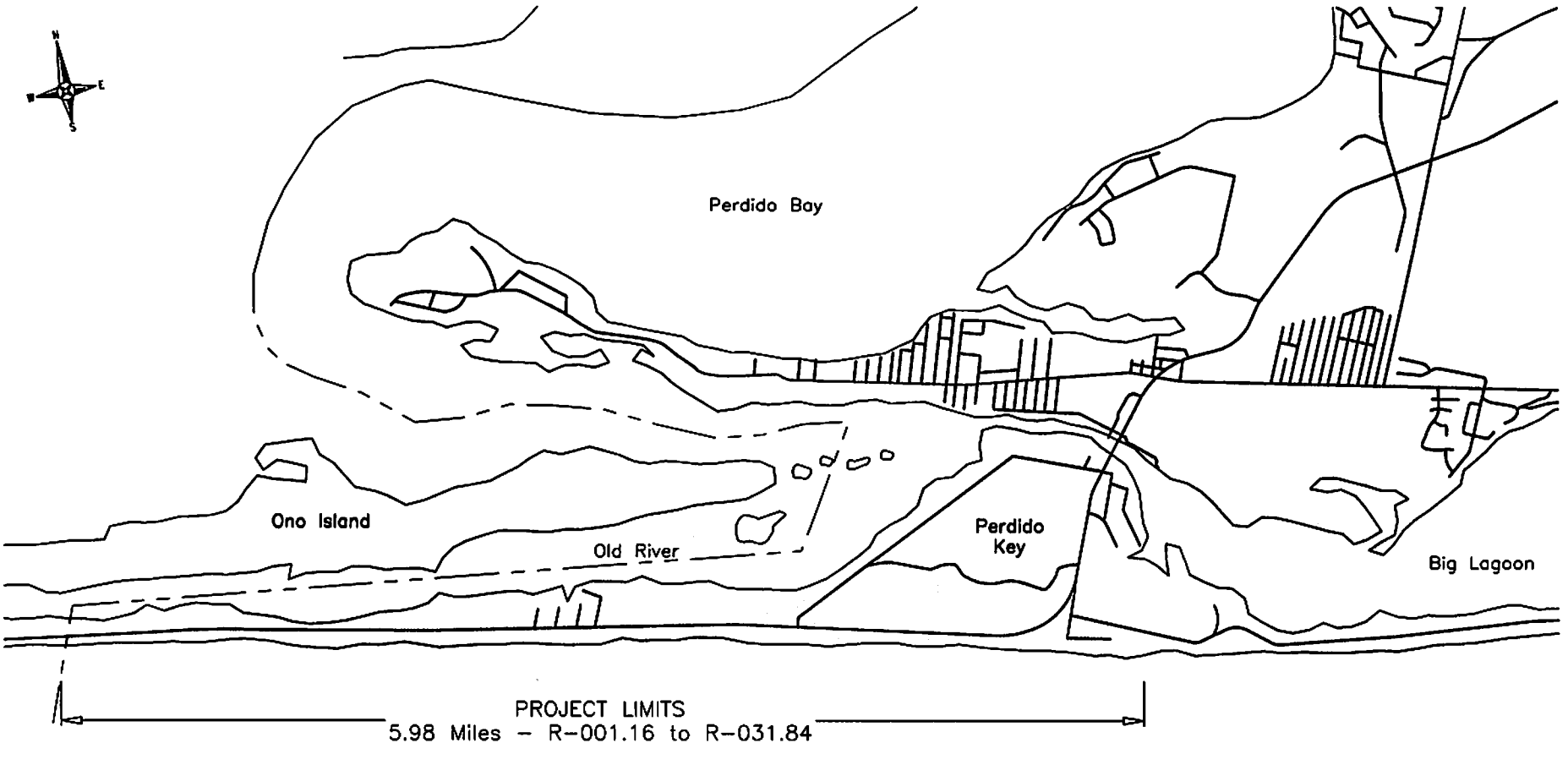
COMMISSIONERS

DISTRICT ONE	JEFF BERGOSH, VICE CHAIRMAN
DISTRICT TWO	DOUG UNDERHILL, CHAIRMAN
DISTRICT THREE	LUMON MAY
DISTRICT FOUR	GROVER ROBINSON IV
DISTRICT FIVE	STEVEN BARRY

NUMBER	REVISION	DATE

PROJECT MANAGER: Matt Posner	
SECTION / TOWNSHIP / RANGE: 1&6/ 3S / 33W & 32-35/3S/32W	DISTRICT: 2

SHEET C1 - C10



WETLAND SCIENCES INCORPORATED
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PENSACOLA, FLORIDA 32507
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NO	DATE	APPR.	REVISION/NOTES

PERDIDO KEY, FL
DUNE RESTORATION
PROJECT

PROJECT LOCATION

PROJECT NO.:	2016-160
DRAWN BY:	KDJ
DATE:	06/03/17
SHEET:	C2

PAY ITEMS

Bid Item 1.0 Mobilization	Unit	Quantity	Bid Unit	Bid Price
Mobilization	Each	1	Lump Sum	$
TOTAL: Bid Item 1.0 - Mobilization				$
Bid Item 2.0 Layout	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Part 2.1: STA 0+00 to STA 49+41.74	Each	1	Lump Sum	$
Part 2.2: STA 49+49.74 to STA 105+73.31	Each	1	Lump Sum	$
Part 2.3: STA 105+73.31 to STA 187+32.45	Each	1	Lump Sum	$
Part 2.4: STA 187+32.45 to STA 256+63.04	Each	1	Lump Sum	$
Part 2.5: STA 256+63.04 to STA 316+44.82	Each	1	Lump Sum	$
TOTAL: Bid Item 2.0 - Layout				$
Bid Item 3.0 Sea Oats	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Part 3.1: STA 0+00 to STA 49+41.74	Each	74,587	$/unit	$
Part 3.2: STA 49+49.74 to STA 105+73.31	Each	80,337	$/unit	$
Part 3.3: STA 105+73.31 to STA 187+32.45	Each	88,900	$/unit	$
Part 3.4: STA 187+32.45 to STA 256+63.04	Each	58,706	$/unit	$
Part 3.5: STA 256+63.04 to STA 316+44.82	Each	88,645	$/unit	$
TOTAL: Bid Item 3.0 - Sea Oats				$
Bid Item 4.0 Panic Grass	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Part 4.1: STA 0+00 to STA 49+41.74	Each	4,296	$/unit	$
Part 4.2: STA 49+49.74 to STA 105+73.31	Each	4,208	$/unit	$
Part 4.3: STA 105+73.31 to STA 187+32.45	Each	5,120	$/unit	$
Part 4.4: STA 187+32.45 to STA 256+63.04	Each	3,381	$/unit	$
Part 4.5: STA 256+63.04 to STA 316+44.82	Each	5,105	$/unit	$
TOTAL: Bid Item 4.0 - Panic Grass				$
Bid Item 5.0 Diversity Species	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Part 5.1: STA 0+00 to STA 49+41.74	Each	4,360	$/unit	$
Part 5.2: STA 49+49.74 to STA 105+73.31	Each	4,696	$/unit	$
Part 5.3: STA 105+73.31 to STA 187+32.45	Each	5,197	$/unit	$
Part 5.4: STA 187+32.45 to STA 256+63.04	Each	3,432	$/unit	$
Part 5.5: STA 256+63.04 to STA 316+44.82	Each	5,182	$/unit	$
TOTAL: Bid Item 5.0 - Diversity Species				$
Bid Item 6.0 Staking and Flagging Access Lanes	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Staking and Flagging Access Lanes	Each	1	Lump Sum	$
TOTAL: Bid Item 6.0 - Staking and Flagging Access Lanes				$
Bid Item 7.0. Demobilization	**Unit**	**Quantity**	**Bid Unit**	**Bid Price**
Demobilization	Each	1	Lump Sum	$
TOTAL: Bid Item 7.0 - Demobilization				$
TOTAL BID PRICE: The bidder shall total Bid Items 1-7 above to indicate total bid price. All items must be included in total below for the bid to be deemed responsive.			Total	
GRAND TOTAL PRICE: Perdido Key Dune Restoration Project			$	

SUMMARY OF QUANTITIES

Planting Section	Western Limit	Eastern Limit	Length (ft)	Length (miles)	Planting Area (Sq. Ft.)	Planting Area (Acres)	Total Plant Units	Sea Oats (*Uniola paniculata*)	Panic Grass (*Panicum amarum*)	Diversity Species [1]
1	STA 0+00	STA 49+41.74	4,941.74	0.94	145,337.30	3.34	83,243	74,587	4,296	4,360
2	STA 49+41.74	STA 105+73.31	5,631.57	1.07	156,546.38	3.59	89,241	80,337	4,208	4,696
3	STA 105+73.31	STA 187+32.45	8,159.14	1.55	173,227.98	3.98	99,217	88,900	5,120	5,197
4	STA 187+32.45	STA 256+63.04	6,930.59	1.31	114,392.50	2.63	65,519	58,706	3,381	3,432
5	STA 256+63.04	STA 316+44.82	5,981.78	1.13	172,730.20	3.97	98,932	88,645	5,105	5,182
		Total	31,644.82	5.99	762,234.36	17.50	436,152	391,175	22,110	22,867

1 See specifications for approved list of diversity species

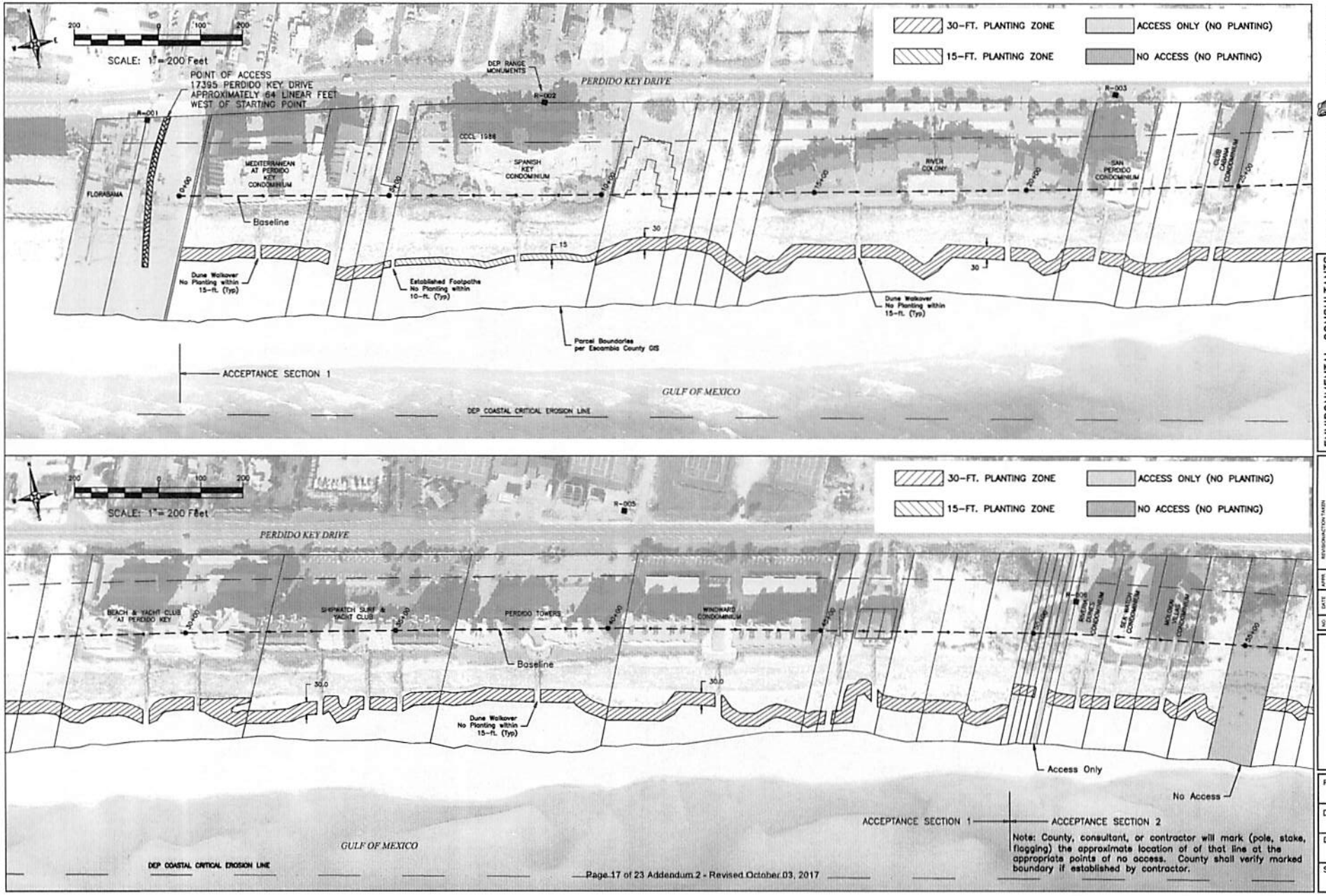
WETLAND SCIENCES INCORPORATED
ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
KEITH@WETLANDSCIENCES.COM

NO	DATE	APPR	Reproduction Rights
1	10/02/17	EB Orr	Added planting units in Phase

PERDIDO KEY, FL
DUNE RESTORATION PROJECT

PAY ITEMS
SUMMARY OF QUANTITIES

PROJECT NO.: 2016-160
DRAWN BY: KDJ
DATE: 10/02/17
SHEET: C3



Note: County, consultant, or contractor will mark (pole, stake, flagging) the approximate location of of that line at the appropriate points of no access. County shall verify marked boundary if established by contractor.

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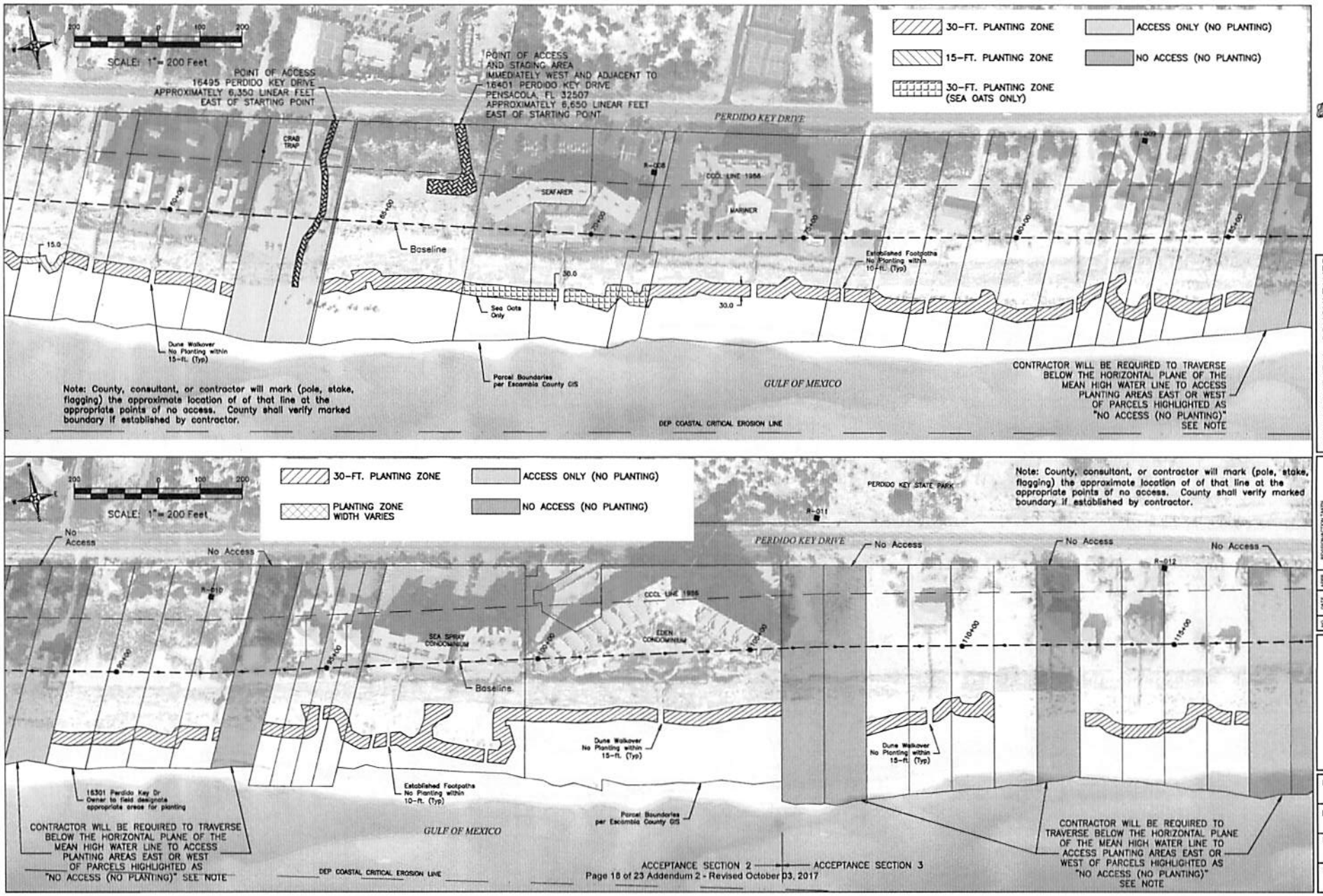
NO.	DATE	APPR.	REVISION/ACTION TAKEN

PERDIDO KEY, FL
DUNE RESTORATION PROJECT

PLAN VIEW
PLANTING AREAS

PROJECT NO.: 2016-160
DRAWN BY: KDJ
DATE: 08/03/17
SHEET: C4



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PERDIDO KEY, FL DUNE RESTORATION PROJECT

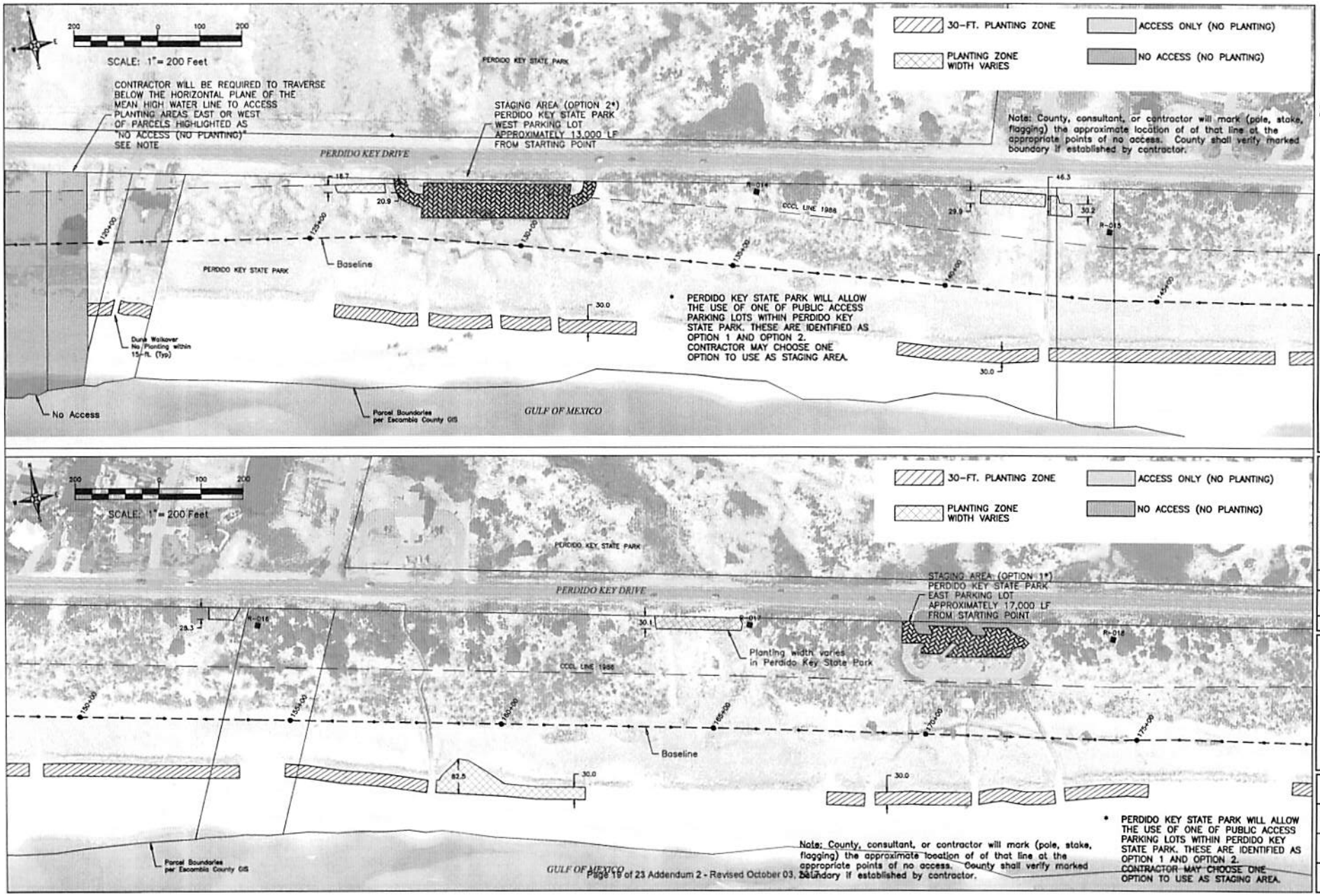
PLAN VIEW PLANTING AREAS

PROJECT NO.: 2016-160

DRAWN BY: KDJ

DATE: 08/03/17

SHEET: C5



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NO.	DATE	APPR.	REVISION/ACTION TAKEN

PERDIDO KEY, FL DUNE RESTORATION PROJECT

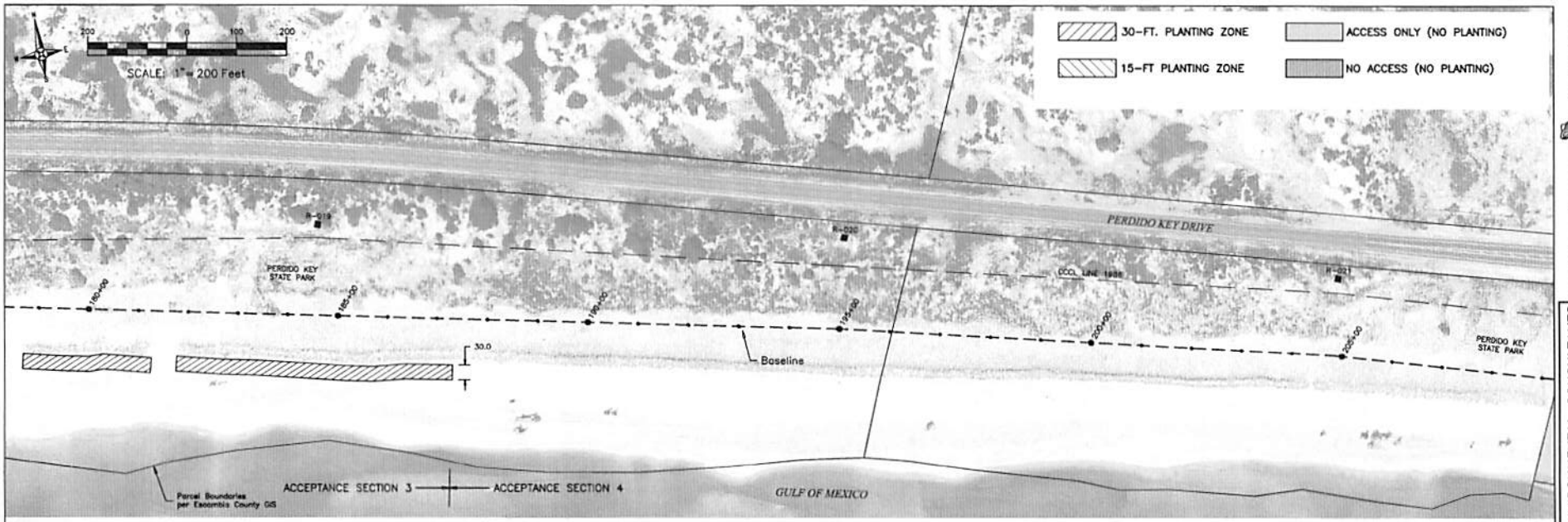
PLAN VIEW PLANTING AREAS

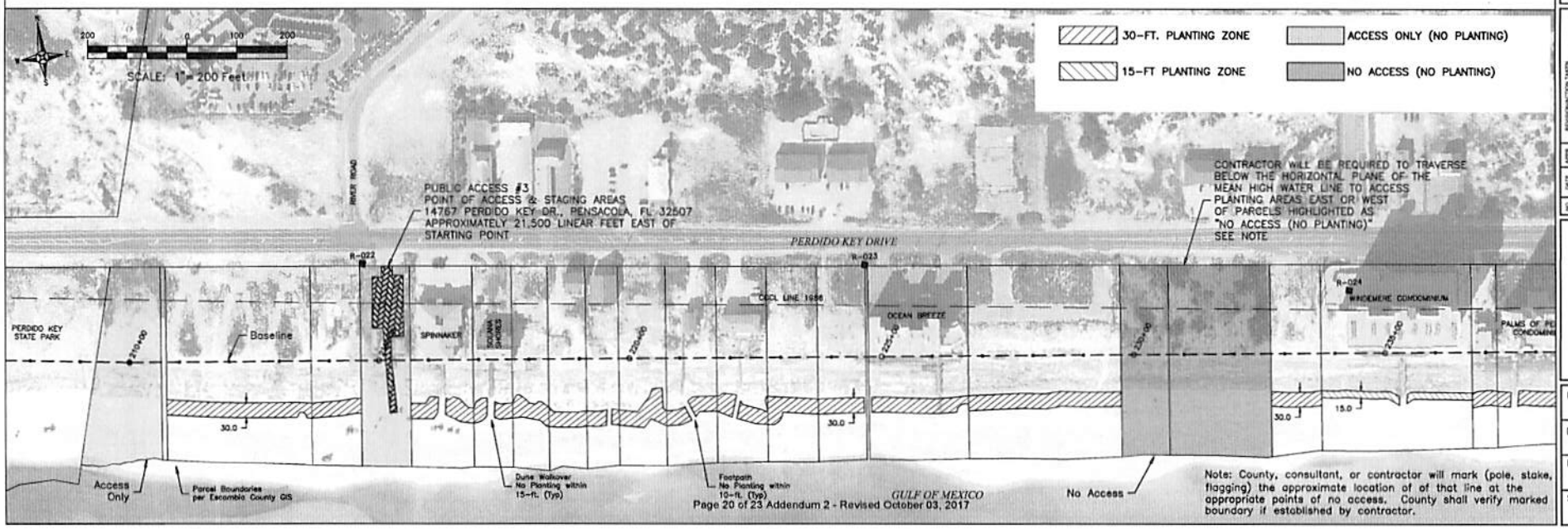
PROJECT NO.: 2016-160

DRAWN BY: KDJ

DATE: 08/03/17

SHEET: C6





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NO	DATE	MARK	REVISION/ACTION TAKEN

PERDIDO KEY, FL DUNE RESTORATION PROJECT

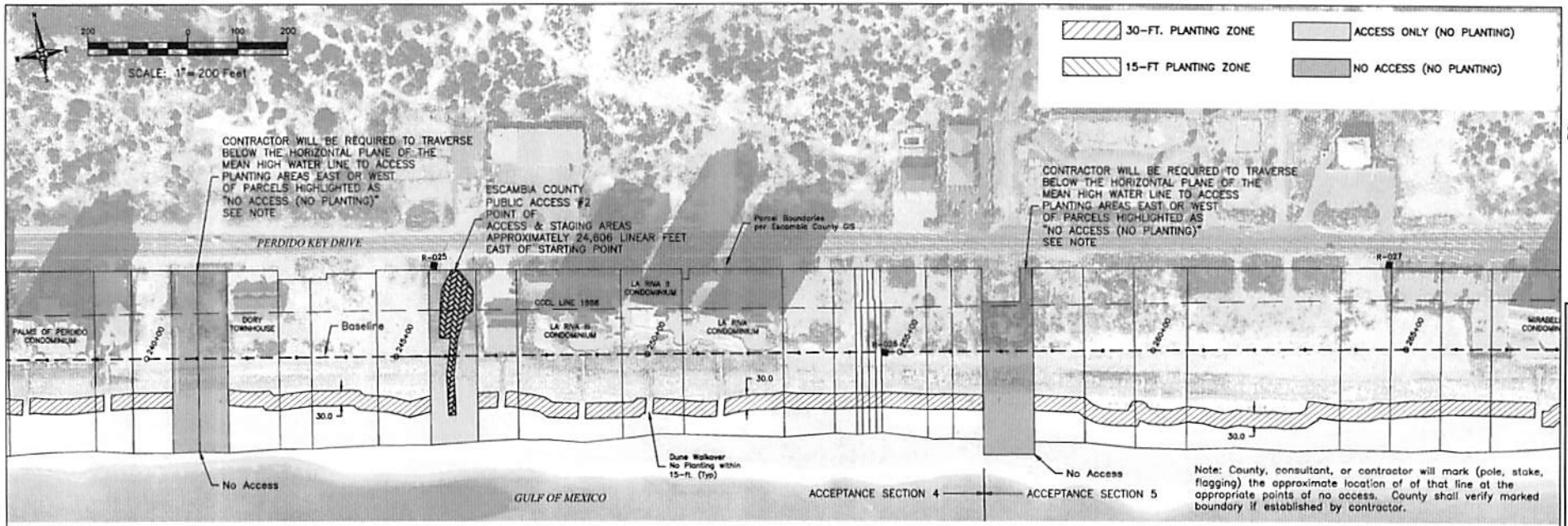
PLAN VIEW PLANTING AREAS

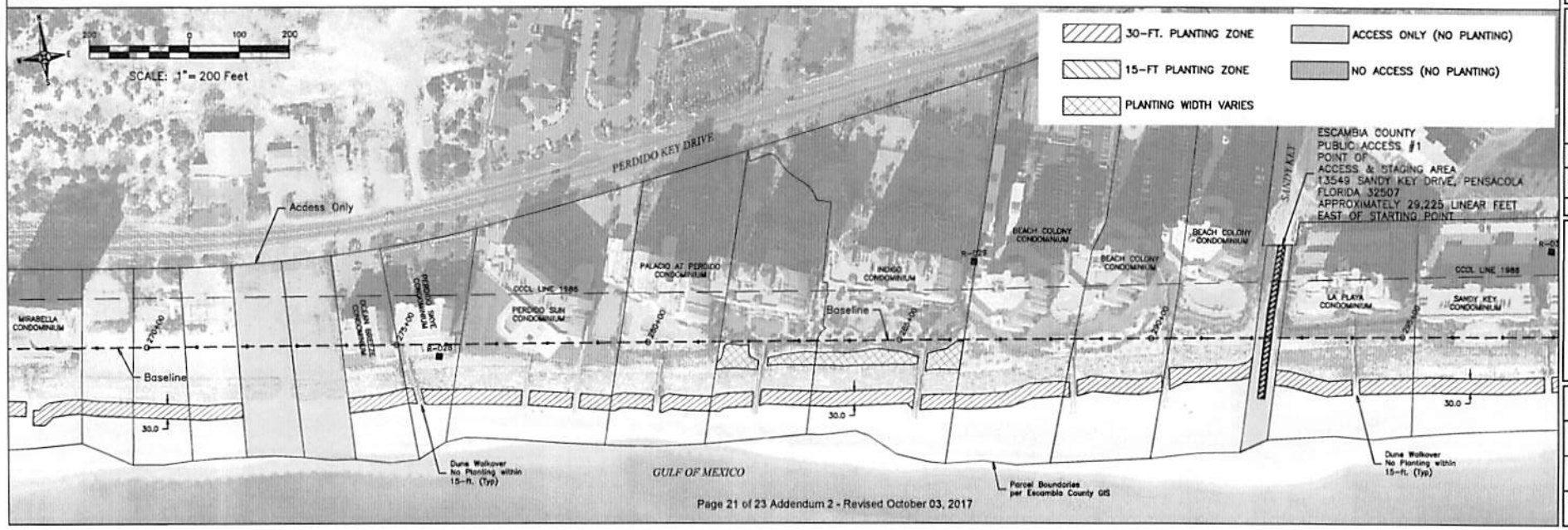
PROJECT NO.: 2016-160

DRAWN BY: KDJ

DATE: 08/03/17

SHEET: C7





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NO	DATE	REVISION NOTES
1	10/02/17	Added planting units at bridge

PERDIDO KEY, FL DUNE RESTORATION PROJECT

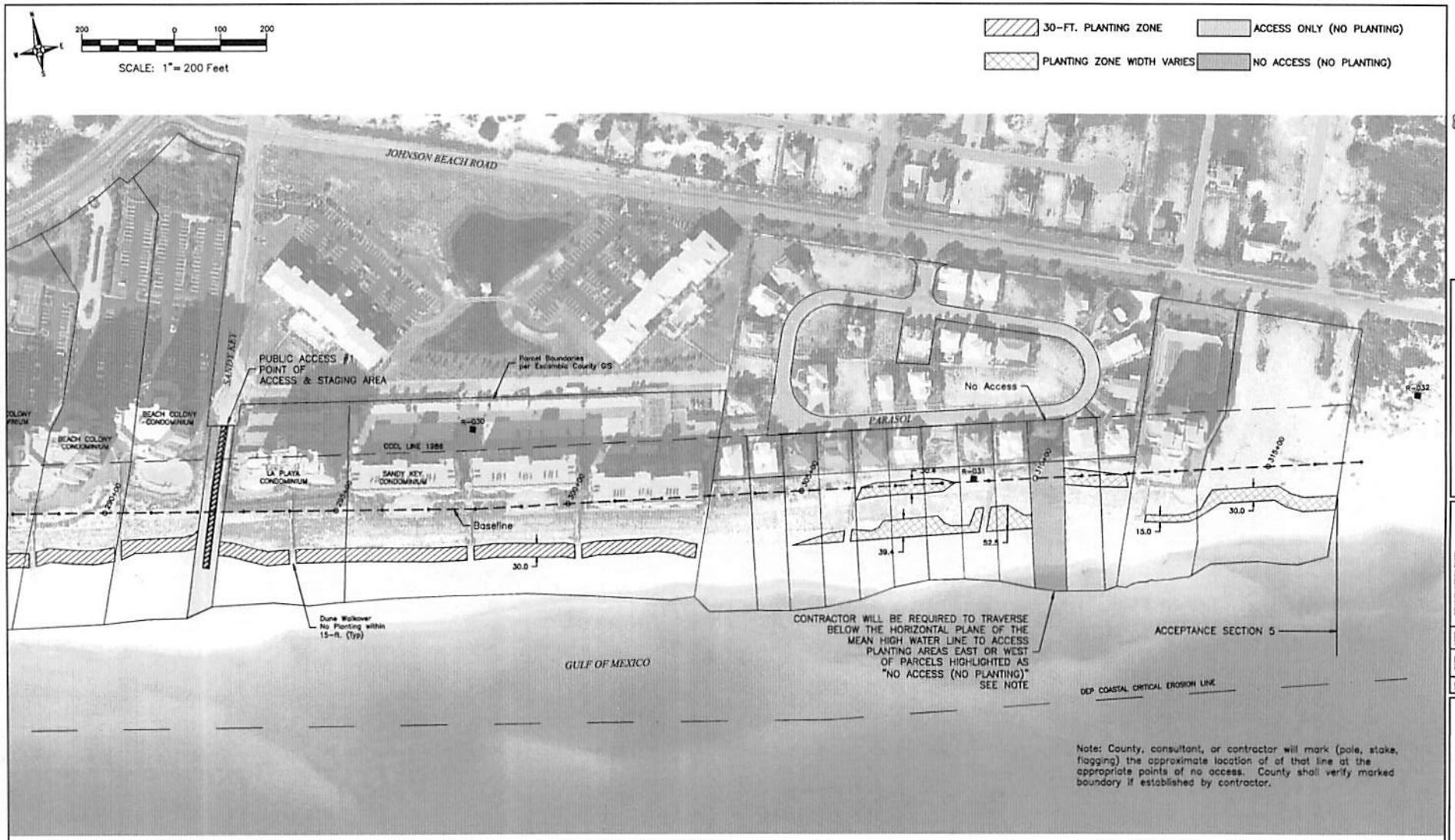
PLAN VIEW PLANTING AREAS

PROJECT NO.: 2016-160

DRAWN BY: KDJ

DATE: 10/02/17

SHEET: C8



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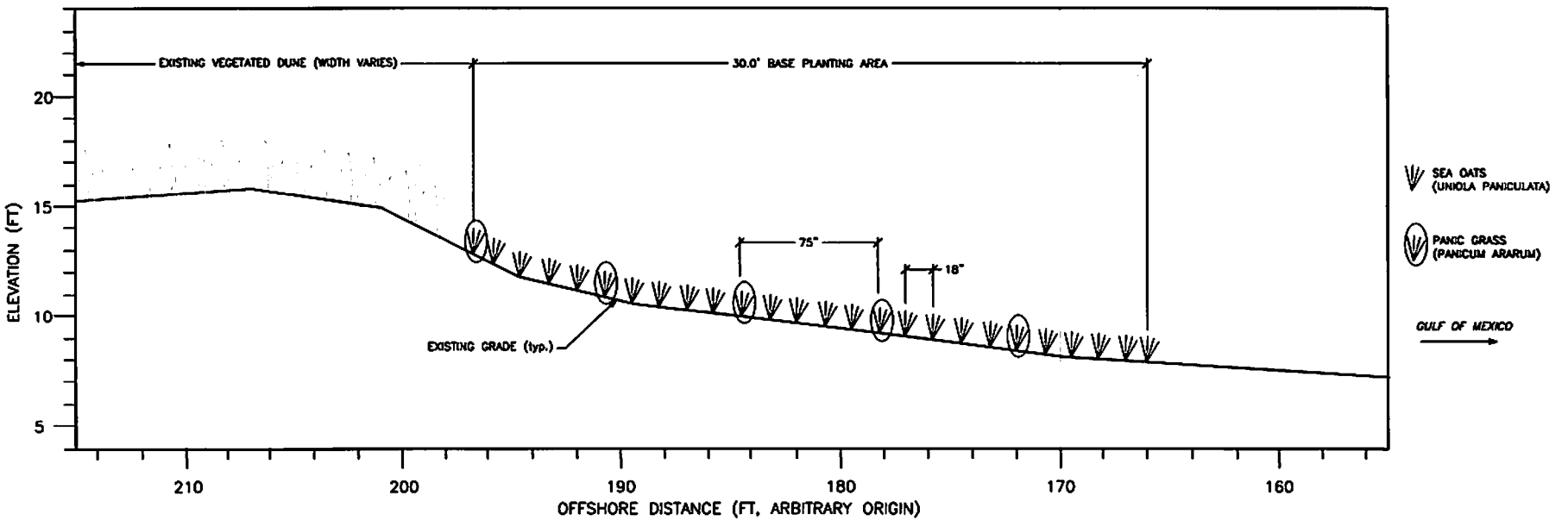
NO	DATE	APPR.	REVISION/ACTION TAKEN
1	07/19/17	BY	ADDED STAGING AREA

PERDIDO KEY, FL
DUNE RESTORATION
PROJECT

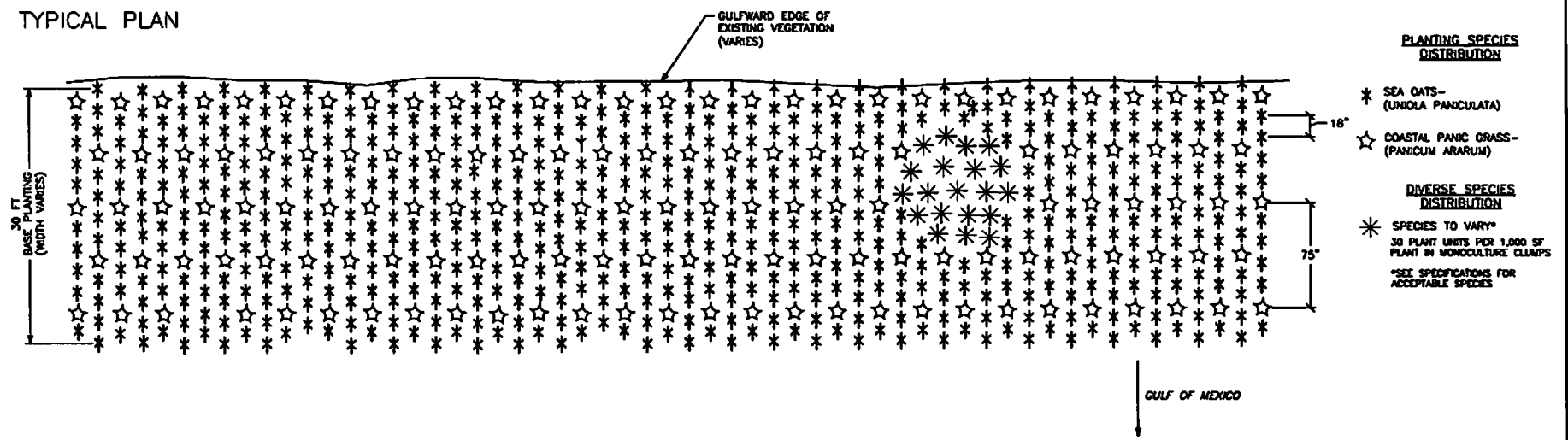
PLAN VIEW
PLANTING AREAS

PROJECT NO.: 2016-160
DRAWN BY: KDJ
DATE: 08/03/17
SHEET: C9

TYPICAL SECTION



TYPICAL PLAN



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NO	DATE	APP'D	REVISION NOTE

PERDIDO KEY, FL DUNE RESTORATION PROJECT

PLANTING PLAN & SECTION (TYPICAL)

PROJECT NO.: 2016-160

DRAWN BY: KDJ

DATE: 5/10/2017

SHEET: C10

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

Perdido Key Dune Restoration Project

Solicitation Number PD 16-17.091

Solicitation

MAILING DATE: September 18, 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 10:00 AM CDT, October 03, 2017.
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, October 18, 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: 65-0472183

Terms of Payment: upon completion

Delivery Date will be 90-120 **days after receipt of purchase order**

Bid Bond Attached: $ 15,951.33

Vendor Name: Aquatic Plants of Florida, Inc
Address: 8120 Blaikie Court
City, ST. & Zip: Sarasota, FL 34240
Phone: (941 **)** 378-2700
Toll Free: (N/A **)** N/A
Fax: (941 **)** 378-0020

Gilbert J. Sharell / President
(Name and Title of Person Authorized to Sign Offer)

* Gilbert J. Sharell
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

Perdido Key Dune Restoration Project
Bid Grand Total Price

$ 319,026.60

The Bidder shall total Bid Items 1-7 below to indicate Bid Grand Total Price.
All items below must be included in the total for the Bid to be deemed responsive.

EXHIBIT C tabbies

Bid Item 1.0 Mobilization	Unit	Quantity	Unit Price	Bid Price
Mobilization	Lump Sum	1		$ $ 0.00
			TOTAL: Bid Item 1.0 - Mobilization	$ $ 0.00
Bid Item 2.0 Layout	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 2.1: STA 0+00 to STA 49+41.74	Lump Sum	1		$ 0.00
Part 2.2: STA 49+49.74 to STA 105+73.31	Lump Sum	1		$ 0.00
Part 2.3: STA 105+73.31 to STA 187+32.45	Lump Sum	1		$ 0.00
Part 2.4: STA 187+32.45 to STA 256+63.04	Lump Sum	1		$ 0.00
Part 2.5: STA 256+63.04 to STA 316+44.82	Lump Sum	1		$ 0.00
			TOTAL: Bid Item 2.0 - Layout	$ 0.00
Bid Item 3.0 Sea Oats	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 3.1: STA 0+00 to STA 49+41.74	Each	74,587	$ 0.70	$ 52,210.90
Part 3.2: STA 49+49.74 to STA 105+73.31	Each	80,337	$ 0.70	$ 56,235.90
Part 3.3: STA 105+73.31 to STA 187+32.45	Each	88,900	$ 0.70	$ 62,230.00
Part 3.4: STA 187+32.45 to STA 256+63.04	Each	58,706	$ 0.70	$ 41,094.20
Part 3.5: STA 256+63.04 to STA 316+44.82	Each	88,645	$ 0.70	$ 62,051.50
			TOTAL: Bid Item 3.0 - Sea Oats	$ 273,822.50
Bid Item 4.0 Panic Grass	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 4.1: STA 0+00 to STA 49+41.74	Each	4,296	$ 0.70	$ 3,007.20
Part 4.2: STA 49+49.74 to STA 105+73.31	Each	4,208	$ 0.70	$ 2,945.60
Part 4.3: STA 105+73.31 to STA 187+32.45	Each	5,120	$ 0.70	$ 3,584.00
Part 4.4: STA 187+32.45 to STA 256+63.04	Each	3,381	$ 0.70	$ 2,366.70
Part 4.5: STA 256+63.04 to STA 316+44.82	Each	5,105	$ 0.70	$ 3,573.50
			TOTAL: Bid Item 4.0 - Panic Grass	$ 15,477.00
Bid Item 5.0 Diversity Species	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 5.1: STA 0+00 to STA 49+41.74	Each	4,360	$ 1.30	$ 5,668.00
Part 5.2: STA 49+49.74 to STA 105+73.31	Each	4,696	$ 1.30	$ 6,104.80
Part 5.3: STA 105+73.31 to STA 187+32.45	Each	5,197	$ 1.30	$ 6,756.10
Part 5.4: STA 187+32.45 to STA 256+63.04	Each	3,432	$ 1.30	$ 4,461.60
Part 5.5: STA 256+63.04 to STA 316+44.82	Each	5,182	$ 1.30	$ 6,736.60
			TOTAL: Bid Item 5.0 - Diversity Species	$ 29,727.10
Bid Item 6.0 Staking and Flagging Access Lanes	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Staking and Flagging Access Lanes	Lump Sum	1		$ 0.00
			TOTAL: Bid Item 6.0 - Staking and Flagging Access Lanes	$ 0.00
Bid Item 7.0. Demobilization	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Demobilization	Lump Sum	1		$ 0.00
			TOTAL: Bid Item 7.0 - Demobilization	$ 0.00
TOTAL BID PRICE: The bidder shall total Bid Items 1-7 above to indicate total bid price. All items must be included in total below for the bid to be deemed responsive.			Total	
GRAND TOTAL PRICE: Perdido Key Dune Restoration Project				$ 319,026.60

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 9.25.2017 Addendum No. 2 Date 10.3.2017

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
P94000016162

Occupational License # Nursery Reg #: 47224801

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:

Name: Gil Sharell Jr.

Phone: 941-378-2700

E-Mail: gil@apofl.com

Person to Contact for Emergency Service:

Name: Arthur Kersey

Phone: 941-219-8220

E-Mail: work2slide@yahoo.com

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **five percent (5%) of bid.**

The work shall be substantially completed within **ninety (90) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **one hundred twenty (120) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Thousand Dollars ($1,000.00) each day will 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 Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of 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.

EXHIBIT
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

_____

_____
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: _____

EXHIBIT
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
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:

	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

ATTENDANCE SHEET

- **Pre-Solicitation** ✓✓
- **Bid Opening**
- **Proposal Opening**
- **Request for Letters of Interest (RLI) Opening**
- **Pre-Submittal**
- **Bid Evaluation**
- **Proposal Review Committee**
- **RLI Selection/Negotiation Committee**

SPECIFICATION NUMBER: PD 16-17.091 **DATE/TIME:** 11:00 AM CDT 10/03/2017
PROJECT: Perdido Key Dune Restoration Project
MEETING LOCATION: Office of Purchasing Conference Room 11.407, 213 Palafox Pl, Pensacola, FL

(Print) COMPANY NAME & ADDRESS	PHONE, FAX & EMAIL	(Print) REPRESENTATIVE NAME
1. Escambia County Office of Purchasing	PH: 850-595-4953	Jeff Lovingood Jeff Lovingood
213 Palafox Place 2nd floor	FX: 850-595-4806	Buzz Roggenbuck
Pensacola, FL 32502	EMAIL: JDLovingood@myescambia.com	
2. WETLAND SCIENCES INC.	PH: 850-453-4700	
3308 GULF BEACH HWY	FX:	
PENSACOLA, FL 32507	EMAIL: KEITH@WETLANDSCIENCES.COM	
3. Matt Posner	PH: 850-595-0820	
221 Palafox Place	FX:	
Pensacola, FL 32502	EMAIL: mjposner@myescambia.com	
4. Victor Wallace (Wallace Company)	PH: 850 434 1199	
3607 Andrew Ave	FX: 434 1191	
Pensacola FL 32505	EMAIL: Victor@TheWallacecompany.Com	
5. TIMOTHY DAY	PH: 850 595 1144	
221 S Palafox Pl	FX:	
Pensacola FL 32502	EMAIL: tday@myescambia.com	
6. Aquatic Plants	PH:	Gil
	FX:	
via Teleconference	EMAIL: Gil@apofl.com	
7. Earth Balance	PH:	Marcie
	FX:	G. Giovanetti
via Teleconference	EMAIL: GGiovanetti@earthbalance.com	
8.	PH:	
	FX:	
	EMAIL:	

(Print) COMPANY NAME & ADDRESS	PHONE, FAX & EMAIL	(Print) REPRESENTATIVE NAME
9. Deep Water Horizon	PH:	Carson Barrett
	FX:	
Via Teleconference	EMAIL:	
10. Perdido Key State Park	PH:	Josh
	FX:	
via Teleconference	EMAIL:	
11.	PH:	
	FX:	
	EMAIL:	
12.	PH:	
	FX:	
	EMAIL:	
13.	PH:	
	FX:	
	EMAIL:	
14.	PH:	
	FX:	
	EMAIL:	
15.	PH:	
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	EMAIL:	
16.	PH:	
	FX:	
	EMAIL:	
17.	PH:	
	FX:	
	EMAIL:	
18.	PH:	
	FX:	
	EMAIL:	

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

Perdido Key Dune Restoration Project

Solicitation Number PD 16-17.091

Solicitation

MAILING DATE: September 18, 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 10:00 AM CDT, October 03, 2017.
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, October 18, 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: 65-0472183

Terms of Payment upon completion

Delivery Date will be 90-120 **days after receipt of purchase order**

Bid Bond Attached: $ 15,951.33

Vendor Name: Aquatic Plants of Florida, Inc
Address: 8120 Blaikie Court
City, ST. & Zip: Sarasota, FL 34240
Phone: (941) 378-2700
Toll Free: (N/A) N/A
Fax: (941) 378-0020

Gilbert J. Sharell / President
(Name and Title of Person Authorized to Sign Offer)

* Gilbert J. Sharell
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

Perdido Key Dune Restoration Project
Bid Grand Total Price

$ 319,026.60

The Bidder shall total Bid Items 1-7 below to indicate Bid Grand Total Price.
All items below must be included in the total for the Bid to be deemed responsive.

Bid Item 1.0 Mobilization	Unit	Quantity	Unit Price	Bid Price
Mobilization	Lump Sum	1		$ $ 0.00
			TOTAL: Bid Item 1.0 - Mobilization	$ $ 0.00
Bid Item 2.0 Layout	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 2.1: STA 0+00 to STA 49+41.74	Lump Sum	1		$ 0.00
Part 2.2: STA 49+49.74 to STA 105+73.31	Lump Sum	1		$ 0.00
Part 2.3: STA 105+73.31 to STA 187+32.45	Lump Sum	1		$ 0.00
Part 2.4: STA 187+32.45 to STA 256+63.04	Lump Sum	1		$ 0.00
Part 2.5: STA 256+63.04 to STA 316+44.82	Lump Sum	1		$ 0.00
			TOTAL: Bid Item 2.0 - Layout	$ 0.00
Bid Item 3.0 Sea Oats	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 3.1: STA 0+00 to STA 49+41.74	Each	74,587	$ 0.70	$ 52,210.90
Part 3.2: STA 49+49.74 to STA 105+73.31	Each	80,337	$ 0.70	$ 56,235.90
Part 3.3: STA 105+73.31 to STA 187+32.45	Each	88,900	$ 0.70	$ 62,230.00
Part 3.4: STA 187+32.45 to STA 256+63.04	Each	58,706	$ 0.70	$ 41,094.20
Part 3.5: STA 256+63.04 to STA 316+44.82	Each	88,645	$ 0.70	$ 62,051.50
			TOTAL: Bid Item 3.0 - Sea Oats	$ 273,822.50
Bid Item 4.0 Panic Grass	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 4.1: STA 0+00 to STA 49+41.74	Each	4,296	$ 0.70	$ 3,007.20
Part 4.2: STA 49+49.74 to STA 105+73.31	Each	4,208	$ 0.70	$ 2,945.60
Part 4.3: STA 105+73.31 to STA 187+32.45	Each	5,120	$ 0.70	$ 3,584.00
Part 4.4: STA 187+32.45 to STA 256+63.04	Each	3,381	$ 0.70	$ 2,366.70
Part 4.5: STA 256+63.04 to STA 316+44.82	Each	5,105	$ 0.70	$ 3,573.50
			TOTAL: Bid Item 4.0 - Panic Grass	$ 15,477.00
Bid Item 5.0 Diversity Species	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Part 5.1: STA 0+00 to STA 49+41.74	Each	4,360	$ 1.30	$ 5,668.00
Part 5.2: STA 49+49.74 to STA 105+73.31	Each	4,696	$ 1.30	$ 6,104.80
Part 5.3: STA 105+73.31 to STA 187+32.45	Each	5,197	$ 1.30	$ 6,756.10
Part 5.4: STA 187+32.45 to STA 256+63.04	Each	3,432	$ 1.30	$ 4,461.60
Part 5.5: STA 256+63.04 to STA 316+44.82	Each	5,182	$ 1.30	$ 6,736.60
			TOTAL: Bid Item 5.0 - Diversity Species	$ 29,727.10
Bid Item 6.0 Staking and Flagging Access Lanes	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Staking and Flagging Access Lanes	Lump Sum	1		$ 0.00
			TOTAL: Bid Item 6.0 - Staking and Flagging Access Lanes	$ 0.00
Bid Item 7.0. Demobilization	**Unit**	**Quantity**	**Unit Price**	**Bid Price**
Demobilization	Lump Sum	1		$ 0.00
			TOTAL: Bid Item 7.0 - Demobilization	$ 0.00
TOTAL BID PRICE: The bidder shall total Bid Items 1-7 above to indicate total bid price. All items must be included in total below for the bid to be deemed responsive.			**Total**	
GRAND TOTAL PRICE: Perdido Key Dune Restoration Project			$ 319,026.60	

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 9.25.2017 Addendum No. 2 Date 10.3.2017

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
P94000016162

Occupational License # Nursery Reg #: 47224801

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:

Name: Gil Sharell Jr.

Phone: 941-378-2700

E-Mail: gil@apofl.com

Person to Contact for Emergency Service:

Name: Arthur Kersey

Phone: 941-219-8220

E-Mail: work2slide@yahoo.com

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **five percent (5%) of bid**.

The work shall be substantially completed within **ninety (90) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **one hundred twenty (120) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Thousand Dollars ($1,000.00) each day will 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 Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of 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.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to **Office of Purchasing / Escambia County**
(Print Name of Public Entity)

By **Gilbert J. Sharell / President**
(Print Individual's Name and Title)

For **Aquatic Plants of Florida, Inc.**
(Print Name of Entity Submitting Sworn Statement)

Whose business address is: **8120 Blaikie Court - Sarasota, FL 34240**

And (if applicable) its Federal Employer Identification Number (FEIN) is:
65-0472183

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: **N/A**

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.**

[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 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 16 day of October, 2017. Personally known _____ OR produced identification X

Type of Identification: driver's license Notary Public: State of Florida

My Commission Expires: 8/23/2021

Cindy L. Elmore
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG137221
Expires 8/23/2021

Cindy L. Elmore
(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 **Aquatic Plants of Florida, Inc.** does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' 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:

[X] 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

October 16, 2017
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: N/A
Name as spelled in that state: N/A

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:
P94000016162

Does it use a registered fictitious name: Yes or (No)

Names of Officers:

President: Gilbert J. Sharell Sr.
Vice President: Gil Sharell Jr.
Director: Jess Sabin - Operations Manager
Other: Fernando Ortega - Farm Manager

Secretary: Gilbert J. Sharell Sr.
Treasurer: Gilbert J. Sharell Sr.
Director:
Other:

Name of Corporation (As Used in Florida)

Aquatic Plants of Florida, Inc.

(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: N/A
City, State, Zip: N/A

Street Address: 8120 Blaikie Court
City, State, Zip: Sarasota, FL 34240

(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:
65-0472183
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
Gil Sharell Jr.

E-Mail: gil@apofl.com **Telephone:** 941-378-2700
Facsimile: 941-378-0020

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Gilbert J. Sharell

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

Verified by: _____ Date: _____

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

September 25, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 16-17.091 Perdido Key Dune Restoration Project

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 1 provides for the following update to the pre-solicitation conference scheduled for October 03, 2017 at 10:00 AM CDT:

> In addition to attending the pre-solicitation conference in person, we have set up an audio-only teleconference. Potential bidders are welcome to join by dialing:
> **(571) 317-3122**
> **Code: 337-554-341**

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 your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____ V.P.

COMPANY: Aquatic Plants of Florida, Inc.

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

October 03, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.091 Perdido Key Dune Restoration Project

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for the following updates:

- A new Bid Form is attached. This new Bid Form must be used for submitting your bid. Any bids not using this new bid form will be deemed non-responsive.
- A new Scope of Work and Technical Specifications document is attached. Please use these revised copies when calculating your bid. Bids calculated using the incorrect data will not be accepted.
- A new set of drawings is attached. Please review these documents when calculating your bid.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Aquatic Plants of Florida, Inc.

JDL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 277-1620 X4800	FAX (A/C, No): (727) 797-0704
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Frank Winston Crum Insurance Company	11600
INSURED	INSURER B:	
	INSURER C:	
FrankCrum L/C/F Aquatic Plants of Florida, Inc. 100 South Missouri Avenue Clearwater, FL 33756	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 431789 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201700000	01/01/2017	01/01/2018	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 05/06/2002, coverage is for 100% of the employees of FrankCrum leased to Aquatic Plants of Florida, Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

Aquatic Plants of Florida, Inc
8120 Blaikie Ct.
Sarasota, FL 34240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Pinellas County
PARK DEPARTMENT

August 22, 2017

Gil Sharell, Jr., V.P.
Aquatic Plants of Florida, Inc.
8120 Blaikie Ct.
Sarasota, Florida 34240

Re: Native Plant Seed Harvest, Pinellas County Fort Desoto Park

Dear Mr. Sharell:

Thank you for your recent request to obtain authorization to harvest seeds from native plants (species listed herein) located within Fort Desoto Park.

This letter shall constitute authorization to Aquatic Plants of Florida, Inc. ("Aquatic Plants") to collect seeds from below listed species:

1. Coastal Plants:
   - Panicum amarum (Panic Grass)
   - Iva frutescens (Beach Elder)
   - Ipomoea pes-caprae (Railroad Vine)
   - Sesuvium portulacastrum (Sea Purslane)
   - Coccoloba uvifera (Sea Grape)
   - Scaevola plumieri (Ink Berry)
   - Conocarpus erectus (Buttonwood)
   - Rhizophora mangle (Red Mangrove)
   - Avicennia germinans (Black Mangrove)
   - Laguncularia racemosa (White Mangrove)

No more than 25% of seed stock will be removed from any given area.

The conditions associated with harvesting activities are as follows:

1. All work shall be completed by hand. No machinery or heavy equipment shall be deployed onto the beach or dune areas;
2. Harvesting shall occur during the months of August – October 2015;
3. At the Park site, we have protected flora and fauna. Your employees shall be instructed to be aware of nests, animals, and plants, and not to trample or otherwise disturb sites;
4. Aquatic Plants shall notify Park Supervisor, Jim Wilson, at least 72 hours prior to commencing a harvest. This will allow time to notify beach

supervisors and provide them information about your staff and the work that will be conducted on the beach;

5. Aquatic Plants shall weigh the total clean seeds harvested and report total weight harvested to park staff. In return for authorization to collect seed, Aquatic Plants shall return 5% of plants grown or the equivalent dollar value from Aquatic Plants' wholesale inventory;

By copy of this letter, Fort Desoto Park requires that Aquatic Plants hold harmless Fort Desoto Park, Pinellas County and the Board of County Commissioners, its officers and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, expenses, attorney's fees and judgments of every nature and description, including claims for property damage during the course of this work, and claims for injury to or death of persons, brought or recovered against Fort Desoto or Pinellas County by reason of any negligent or intentional act or omission of Aquatic Plants, its officers, agents, or employees.

In addition, Aquatic Plants will procure or maintain liability insurance in a form and amount sufficient to satisfy the requirements of the Pinellas County Risk Management Department. Aquatic Plants will provide Fort Desoto staff with proof of insurance and will stipulate that the policies will not be cancelled without Fort Desoto receiving at least 30 days prior written notice.

If you agree to these conditions, consider this letter approval from Fort Desoto to harvest the above referenced seeds no earlier than August until October 2015. We look forward to working with you. Please contact me at (727) 582-2267 or jbwilson@pinellascounty.org, if you should have questions.

Sincerely,

James B. W

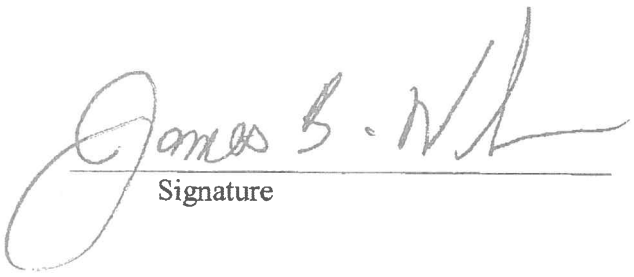
Name

Title PARK SUPERVISOR

Division FORT DE SOTO

City TIERRA VERDE

I, Gilbert Sharell, President of Aquatic Plants of Florida, Inc., have agreed to the above-stated conditions this _____ day of _____ (month), 2013. JBW



Signature

SANTA ROSA
ISLAND AUTHORITY

July 20, 2017

Gilbert Sharell, President
Aquatic Plants of Florida, Inc.
8120 Blaikie Ct.
Sarasota, FL 34240

RE: Seed Harvest Project on Pensacola Beach, FL 2017

Dear Mr. Sharell:

Thank you for your recent request to obtain authorization to harvest seeds from coastal plant species located on Santa Rosa Island Authority property, at Pensacola Beach.

The conditions associated with the harvesting activities are as follows:

1) All work shall be completed by hand. No machinery or heavy equipment shall be deployed onto the beaches, dune area, or other restricted areas.
2) Harvesting shall occur during the months of September to October, 2017.
3) As the dunes throughout our beaches may have protected sea turtle nests located on them, your employees shall be instructed to be aware of the nests, and not to trample or otherwise disturb nest sites, sea turtles or hatchlings.
4) Aquatic Plants of Florida, Inc. ("Aquatic Plants") shall notify the Santa Rosa Island Authority ("SRIA") at least 72 hours prior to commencing the harvest. This will allow time to notify SRIA management, and provide them information about your staff and the work that will be conducted on the dunes. Areas of harvest will be designated by the SRIA.
5) Aquatic Plants shall weigh the total clean seeds harvested and report the total weight harvested to the SRIA.
6) In return for authorization to collect seeds, Aquatic Plants shall return plants, chosen by the SRIA from Aquatic Plants inventory plant list.
7) Aquatic Plants will provide one time delivery of all plants from its Sarasota, FL farm to Pensacola Beach at no cost.

Aquatic Plants will return to the SRIA 5% of all plants grown from SRIA seed, or the equivalent dollar value in plants from your inventory list.

By copy of this letter, the SRIA requires that Aquatic Plants hold harmless the SRIA and Escambia County, its officers and employees from and against all losses and all claims, demands, payments, suits, actions recoveries expenses, attorney's fees, and judgements of every nature and description, including claims of property damage during the course of this work, and claims for injury to or death of persons, brought or recovered against the SRIA and/or Escambia County by reason of any negligent or intentional act or omission of Aquatic Plants, its officers, agents, or employees.

Continued on next page

SANTA ROSA
ISLAND AUTHORITY

In addition, Aquatic Plants will procure or maintain liability insurance in a form and amount sufficient to satisfy the requirements of the SRIA and Escambia County Risk Management Department. Aquatic Plants will provide the SRIA with proof of insurance at agreed limits and include a rider that the SRIA and Escambia County will be listed as additional insureds and that the policies will not be cancelled without the SRIA receiving at least 30 days prior written notice.

Aquatic Plants shall indemnify and hold the SRIA and Escambia County, its agents, employees, and independent contractors, and their respective sureties, insurers, successors, assigns, and legal representatives harmless form any liability, claim, cause of action, demand or damages for injury, death, or damages of any kind or nature whatsoever to any person or their property as a result of any activities by Aquatic Plants, its officers, agents, employees and independent contractors, which arise or result from any actual or claimed intentional or wrongful act or omission by Aquatic Plants, it officers, agents, employees, and independent contractors, arising from or as a result of this Agreement. This hold harmless provision also includes regulatory actions that may be brought against the SRIA or Escambia County arising from activities of Aquatic Plants, its officers, agents, employees, and independent contractors under this Agreement. Furthermore, Aquatic Plants shall pay attorney's fees and costs of the SRIA and Escambia County for any matter arising under this Paragraph, whether or not such action is well – founded and whether not suit or a regulatory action is actually filed.

The obligations of Aquatic Plants under this indemnification and hold harmless paragraph shall survive the termination of the Agreement. Aquatic Plants will also obtain permits if any, at its own expense.

If you agree to these conditions, consider this letter approval from the Santa Rosa Island Authority to harvest the above referenced seeds until October, 2017. We look forward to working with you. Please contact me at (850) 932-2257, if you have any questions.

Sincerely,

Paolo Ghio, CFM
Executive Director and Director of Development Services

Paolo Ghio

For execution by Aquatic Plants of Florida, Inc.

I, Gilbert Sharell, President of Aquatic Plants of Florida, Inc., have agreed to the above – stated conditions this 25th day of July, 2017

Gilbert J. Sharell

Gilbert Sharell

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlas Insurance Agency P O Box 17669 Sarasota FL 34276-0669	CONTACT NAME: PHONE (A/C, No, Ext): 941-366-8424 FAX (A/C, No): 941-552-4099 E-MAIL ADDRESS: ldansky@atlasinsuranceagency.com
INSURED Aquatic Plants of Florida 8120 Blaikie Ct Sarasota FL 34240	AQUAT-2

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Depositors Insurance Company	
INSURER B : Allied Insurance Company of America	10127
INSURER C : Allied Property & Casualty Insuranc	42579
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 873615872 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLDO3017527821	3/1/2017	3/1/2018	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY			BAL3017527821	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR			CAP3017527821	3/1/2017	3/1/2018	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DED [X] RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to policy forms, conditions & exclusions.

CERTIFICATE HOLDER

Santa Rosa Island Authority
1 Via de Luna
Pensacola Beach FL 32561

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard W. Brown

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	PHONE (A/C, No, Ext): (800) 277-1620 X4800	FAX (A/C, No): (727) 797-0704
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Frank Winston Crum Insurance Company	11600
INSURED	INSURER B:	
	INSURER C:	
FrankCrum L/C/F Aquatic Plants of Florida, Inc. 100 South Missouri Avenue Clearwater, FL 33756	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 431789 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐	N/A		WC201700000	01/01/2017	01/01/2018	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 05/06/2002, coverage is for 100% of the employees of FrankCrum leased to Aquatic Plants of Florida, Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

Aquatic Plants of Florida, Inc
8120 Blaikie Ct.
Sarasota, FL 34240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bond No.:

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Aquatic Plants of Florida, Inc.
8120 Blaikie Court
Sarasota, FL 34240

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:
(Name, legal status and address)
Escambia County
213 Palafox Place
Pensacola, FL 32502

BOND AMOUNT: 5% of Contract Price

PROJECT:
(Name, location or address, and Project number, if any)
Perdido Key Dune Restoration - Beach Replanting

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of October, 2017

	Aquatic Plants of Florida, Inc.
(Witness)	*(Principal)* *(Seal)*
	President *(Title)*
	FCCI Insurance Company
(Witness)	*(Surety)* *(Seal)*
	(Title) Nancy R. Perin, Attorney-In-Fact

Init.

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10-00050532

FCCI INSURANCE GROUP

More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Darren Howard; Robert W Brown; Thomas Kochis; Nancy Perin; Jared M Hawkins

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $7,500,000): $7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest: Craig Johnson

Craig Johnson, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso
Notary Public, State of Florida
Commission No.GG 19777
My Commission Expires: 09/25/20

Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso
Notary Public, State of Florida
Commission No.GG 19777
My Commission Expires: 09/25/20

Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 17TH day of OCTOBER, 2017

Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

1-IONA-3592-NA-04, 8/16

HEAT SENSITIVE SHIELD • FADES WITH HEAT OR TOUCH

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

Work Plan

Specification Number PD 16-17.091, "Perdido Key Dune Restoration Project"

Introduction

Aquatic Plants of Florida, Inc. ("Aquatic Plants" or "APF") is bidding to contract grow, deliver, warranty, and install 391,175 planting units of sea oats (Uniola paniculata), 22,110 panic grass (Panicum amarum) and 22,867 diversity species (i.e. equal mix of beach elder (Iva imbricata), beach morning glory (Ipomaea imperati), rail road vine (Ipomoea pes-caprae), and sea purslane (Sesuvium portulacastrum)). The project site is located on the Gulf of Mexico side of Perdido Key in Escambia County, FL and extends a length of 5.99 miles of existing dune, per contract specifications and drawings.

Schedule of Fieldwork Activity

Date	Event
10/03/17	Pre-bid Meeting
10/18/17	Bids Due, Bid Bond to Escambia County
11/01/17 (est.)	Notice of Award
11/03/17 (est.)	Return signed contract, submit insurance documents
90-120 Days	Grow plant material (e.g. seed & Gulfcoast source stock). No tissue culture.
February	Pre-Construction meeting, Lay-out for Approval
02/19/18	Mobilize, Start Deliveries ((10) bi-weekly, deliveries), & Crew Travel
02/19/18-03/30/18	Stake planting areas and install new plant material
03/29/18-03/30/18	Inspection and Demobilization

Distribution of plant material will be as follows:

Planting Section	Sea Oats (Uniola paniculata)	Panic Grass (Panicum amarum)	Beach Elder (Iva imbricata)	Beach Morning Glory (Ipomoea pes-caprae)	Railroad Vine (Ipomoea pes-caprae)	Sea Purslane (Sesuvium portulacastrum)
1	74,587	4,296	1,090	1,090	1,090	1,090
2	80,337	4,208	1,174	1,174	1,174	1,174
3	88,900	5,120	1,299	1,299	1,299	1,300
4	58,706	3,381	858	858	858	858
5	88,645	5,105	1,295	1,295	1,296	1,296

Propagation Methods

a) 2-inch units. – Sea Oats and Panic Grass plant materials grown in multi-well trays with a minimum root ball volume of 100 cubic centimeters.

b) 4-inch units. – diversity species Beach Elder, Beach Morning Glory, Railroad Vine, and Sea Purslane, grown in liner trays with a minimum root ball volume of 300 cubic centimeters.

Three (3) to five (5) seeds and or, 1 - 2 cuttings were be placed in each liner to assure that at least 2 emergent stems per liner are produced.

c) Dune grasses planting units grown until they reach a height of no less than six (6) inches in height, as measured from the top of the root ball to the apical meristem.

d) Plant material will be delivered to site by enclosed trucks and/or trailers using rolling racks and dropped to staging areas. Transportation from staging area to planting site will be achieved by using 4-wheel drive Polaris ATV's with low pressure tires and tracking trailers.

e) Seed and / or plants for this dune vegetation project were grown from source material collected from Gulf Coast of Florida under a permit collection letter, (see attachments).

Planting Depth and Spacing

a) All planting units will be installed by hand labor using tools (e.g. hand operated augers, spades, shovels, etc.). All planting units, except for diversity species (Beach Elder, Beach Morning Glory, Railroad Vine, and Sea Purslane) will be installed at a minimum depth of 6", as measured from the top of the root ball to the sand surface. Succulent species will be planted at a depth not to exceed 50% of the length of the shoot as measured from the top of the root ball to the apical meristem.
b) The spacing in all designated planting zones for sea oats and diversity species shall be 18-inch centers on a triangular grid. Panic grass shall be spaced on 75-inch centers on a triangular grid per drawings. Diversity species will be planted 30 plant units per 1,000 sq. feet in monoculture clumps.
c) Installation to be completed as soon as possible, estimated at five (5) weeks.
d) Approach for obtaining, training and supervising planting crew.
Our crews are led by an experienced project manager and composed of a crew leader and several seasoned employees with years of experience in the installation of dune vegetation and other coastal plants. Equipment operation and safety is emphasized on a daily basis and at our monthly safety meetings.

Lay-out for Approval

APF will lay out the locations of dune vegetation by acceptance section for approval by the County before installing plants. The lay out will include flagging and/or stakes to indicate the locations of the seaward and landward vegetation limits, at not more than 300-ft centers and at the alongshore endpoints of vegetation at walkovers, beach access lanes and the ends of each Work Zone. Well established foot paths will be given a 10 ft. no planting width and walkovers will have a no planting area 7.5 ft. on either side of the structures.

Approach for Irrigation and Fertilization.

a) For all plant material installed APF will include a US manufactured, polymer gel called Stockosorb, with each newly installed planting unit to provide the moisture required for plant survival. Hydrating gel polymer shall be hydrated per manufacturers' specification, prior to installation. A minimum of 8 fluid oz. of hydrated gel (Stockosorb) polymer and a minimum of 2.5 grams of slow release (90 days) fertilizer (Osmocote or

approved equivalent) with an NPK ration of 18-6-12 + trace elements will be placed in each plant hole.
b) APF will provide initial watering-in of plants as irrigation and will elect to replace any plants that do not survive in lieu of an irrigation system to meet the warranty stipulations.

Approach for Success Criteria and Replanting.

New planting units, within specification, will be installed by APF in the areas, which do not survive 10-days.

The success of the planting effort will be assessed by APF and the owner or owner's representative approximately 180-days from the end of the planting. Plant survival shall be a minimum of 80% and will follow the warranty and success criteria described in *Section 7.0 Warranty, Success Criteria, & Replanting*. APF will replant any areas identified as deficient.

Anticipated Work Force and Equipment
The installation of this project will be supervised by Jimmy McDaniel our Field Operations Director, Arthur Kersey, Project Manager, and crew leader Belarmino Bautista.

Our crews are composed of an experienced crew leader and several seasoned employees who have been with our company for years. Crews have installed plants, under management supervision, for miles of dune vegetation, sand fencing, and logistics for millions of aquatic plants. Equipment operation and safety is emphasized on a daily basis and at our monthly safety meetings.

Aquatic Plants will provide one (1) experienced crew of 8-10 members. The crew is composed of a crew leader and 8 field workers. APF anticipates through past experience that each team member will be able to install between 1,500 and 2,000 plants per day for a total of 15,000 to 20,000 plants daily. At this planting rate APF anticipates to have the planting job will be completed within 5 weeks working 6-7 days per week.

At our 35 acre nursery facility, we will utilize for this project four (4) automated state of the art greenhouses of 18,000 square feet growing area which will produce 1,300,000 coastal plants every 90-120 days during winter months. In addition we will utilize two (2) delivery trucks and or enclosed trailers with rolling racks to prevent plant damage; each truck is capable of delivering 60,000 plants per trip. We also have additional greenhouses under lease with the capability to produce an additional 3 million plants, if needed.

Field equipment to be used in this project will be (2) 4-wheel drive Polaris ATV's with low pressure tires and tracking trailers, a TEREX, 6" Auger bids, Skid/Exc/Bho, a Forklift, and 8 CFM air compressor, crew trucks, and hand tools needed to complete the

project as indicated for each task . We also have a full array of equipment such as potting machines, liner fillers, seeding machines to give total automated planting ability to this project.

Other facilities at the APF farm include field offices, pole barns, shade houses, mist houses. APF recently updated the communications systems on its farm by installing a wireless Internet equipment tower. The Company also has an emergency, 25 KW standby generator system to supply backup power in case of power outages for watering plants.

APF utilizes seed cleaning services from its affiliated company Seed Clean located in Sarasota, FL, and maintains hundreds of pounds of clean seed for on-demand inventory needs.

Company Qualifications & Management Capability

Aquatic Plants, incorporated 1994, is a wholesale native plant grower located in Sarasota, Florida. The company operates in the Southeastern US and Caribbean.

Offices:	Addresses:	Websites:
Corporate, Warehouse	Aquatic Plants of Florida, Inc. 8120 Blaikie Court, Sarasota, FL 34240	Apofl.com SeaoatsPlantsforSale.com
Farm, Nursery	8305 Wauchula Rd., Myakka City, FL 34251	
Plant Farm Subsidiary	Native Coastal Plants, LLC 106 Yarborough Place Waveland, MS 39576	NativeCoastalPlants.com

APF permits and leases thousands of acres of wetlands for harvesting bare root plant material and seed. APF grows over 135 species of native plants and offers services such as contract growing, installation, and monitoring reports.

APF presently inventories over one hundred thousand wetland trees, one million potted wetland grasses, and five million herbaceous and salt-tolerant plants. Subsidiary, "SeedClean" provides APF with thousands of pounds of cached seed for on-demand inventory production needs, utilizing high-tech, custom-designed machinery. In 2007, APF completed a state of the art tissue-culture lab for micro-propagation and research of native plant development.

APF is the Nation's largest grower of sea oats and provides facilities for contract growing other salt-tolerant species. APF's native plant inventory is among the largest in Florida and the Company is regularly inspected for Phyto-Sanitary Certification by the Department of Agriculture for international shipments.

APF's derives the majority of its revenues from state and local government projects. Private projects include lakes and mitigation areas; public projects include some of the largest habitat and restoration sites, involving thousands of acres. (See attached "Project Summary").

The Company has operated under license from the Florida Department of Agriculture (FDACS) since 1994. Aquatic Plants of Florida is a registered grower/supplier with the USDA, Natural Resource Conservation Service Plant Materials Program Golden Meadow Plant Materials Center (LAPMC), serving areas in the States of Louisiana, Mississippi, and Texas.

Subsidiary, Native Coastal Plants, LLC, located in Hancock County, MS, has a current Mississippi Certificate of Nursery Inspection.

APF is a licensed distributor of soil and water management products produced in the United States by Evonik Industries.

APF currently has 6 managerial personnel, 4 in-house field crew managers and 25 full-time employees.

Reference Data

CORPORATE OFFICE 8120 Blaikie Court Sarasota, Florida 34240 Tel. 941-378-2700 Fax. 941-378-0020	WETLAND FARM 8305 Wauchula Road Myakka City, Florida 34251 Tel. 941-322-9185 Fax. 941-322-8048
Web: www.apofl.com, E-mail: info@apofl.com	
Federal Tax Id #	65-0472183
Florida Tax Id #	51-8011910630-7
State of FL SPUR #	F-650 4721 83-001
FL Nursery Reg. #	47224801
MS Nursery Cert #	1170
Dun & Bradstreet Number #	87-826-0884

STAFF

Gilbert J. Sharell - Founder and President

- ❖ Oversight, Strategic Planning, and Finance

Mr. Sharell founded Aquatic Plants of Florida, Inc. in 1994. He provided leadership for the Company to become a multimillion dollar entity and is widely credited as an expert in the preservation of endangered wetlands and beach renourishment. He regularly attends industry events and classes and holds membership in numerous trade associations. Prior to APF, Mr. Sharell worked for 20 years as an investment banker in New York City.

1965 Youngstown University – B.S, Business Administration

Jess Sabin - Administration

- ❖ Business Administration and Operations

Mr. Sabin joined APF in 2015 and works in the Sarasota office, filling the role of administration manager. He has over 15 years of experience in customer service and business administration. He earned a degree in Horticulture.

1986 Elmhurst College – B.S. Business Administration

Gil Sharell, Jr. – Business Development

- ❖ Sales and Marketing

Mr. Sharell began working at APF in part-time roles since its inception. He focuses on bid review, business planning and development. He has twenty years experience in business communications.

1997 Mercer University – M.B.A. Management, Honors
1994 Stetson University – B.A. Political Science

Kathleen "Kathie" Babcock – Laboratory Manager & Director of Research

- ❖ Lab and Research Operations and Management

Kathleen has been managing the Tissue Culture Lab at APF for the past four years directing micro-propagation and research of native plant development. She has extensive experience in aseptic technique, chemistry, management and in-service education.

Michigan State University -- B.S.N.
University of Detroit -- M.A. Education

Fernando Ortega - Farm Manager

- ❖ Farm Management

Mr. Ortega started with an entry-level position at APF in 1998, working in nursery and field operations. After gaining knowledge and experience working with Florida native plant species, Mr. Ortega was promoted to crew leader and position of Assistant Farm Manager. He assumed his current duties as Farm Manager in October 2003. His responsibilities include hiring and overseeing farm personnel, coordinating plant collections, deliveries, and day-to-day administration of nursery operations. He speaks fluent Spanish.

Jimmy McDaniels - Field Operations Director

- ❖ Project Management

Mr. McDaniels serves as Field Operations Director for APF on coastal and wetland projects in the Southeast US. At Aquatic Plants, he has successfully installed hundreds of thousands of native plants for government agencies to improve wildlife habitat and reduce erosion. A South Florida native, Jimmy began working after graduating from Martin County High School in erosion restoration, going on to found Mac Marine Erosion Restoration. He is a Florida Certified Firefighter and EMT.

Indian River State College -- A.S. Fire Science Technology

Cindy Elmore – Customer Service and Administration

- ❖ Office Administration

Ms. Elmore works in the Sarasota office supporting customers and completing administration functions. She has over 20 years of experience in customer service and business administration.

Chattahoochee Technical College - A.S. Environmental Hort.

Arthur "Otter" Kersey - Project Manager

- ❖ Project Manager

Mr. Kersey has over 20 years of experience in nursery and greenhouse operations. He joined APF in 1994 and supervises plant installations. Mr. Kersey has a Class A commercial driver's license and is a Certified Emergency Medical Technician (EMT) and fireman. He is also a Certified Burn Manager licensed by the Division of Forestry. During harvesting season, Mr. Kersey manages APF's seed collection program.

Belarmino Bautista - Crew Leader

- ❖ Plant Installation

Mr. Bautista has 10 years of experience in the horticulture and landscape industries. He has served as a crew leader on restoration projects through the Southeastern United States. Mr. Bautista also coordinates seed collection.

James Henslick - Monitoring and Wetland Delineations

- ❖ Permitting, Monitoring, and Reports

Mr. Henslick is responsible for the preparation and submittal of mitigation and littoral shelf planting as well as monitoring and maintenance plans to APF customers. He prepares and submits monitoring reports to jurisdictional agencies. Mr. Henslick designs many APF wetland projects and littoral zones/mitigation areas. Additionally, Mr. Henslick serves as a liaison and mediator in problem resolution with governmental agencies.

1986 University of Florida – B.S., Zoology

ADVISORY BOARD

Members of APF's advisory board serve as external consultants, in their respective areas of expertise, to our management team. The Board's purpose is to identify, launch, and foster new business opportunities and projects. Advisors assist the company stay abreast of industry developments and act as a referent source to APF during habitat and restoration projects.

Jie Sun - Advisor, Tissue Culture Lab Director
Dr. Sun is the Director of Applied Bio Analytical Labs located in Sarasota, FL. Previously, he was a senior scientist with World Precision Instruments. Mr. Sun co-founded APF's tissue culture laboratory and led research on various projects. He has more than 20 years of experience as a scientist, instructor, and lecturer. Dr. Sun's background also includes grant research. He has 32 publications to his credit.

1992 Duquesne University - Ph.D., Physical Chemistry
1988 Duquesne University - M.S., Biochemistry
1985 Shanghai Institute of Metallurgy - M.S.,Physical Chemistry
1982 Hangzhou University - B.S., Inorganic Chemistry

Heather Segale - Advisor
Mrs. Segale is with the University of California's Tahoe Environmental Research Center where she designs and plans educational programs related to researching local environmental issues, organizing educational events, working with the media for public outreach, and grant writing. Prior to this role, she served on the academic faculty at the University of Nevada Cooperative Extension where she served as an environmental coordinator for the Lake Tahoe Environmental Education Coalition (LTEEC). She has completed Graduate level course work in aquatic ecology and hydrology.

University of Nevada, Reno - M.S., Natural Resources and Environmental Science
Michigan State University - B.A., Management

Jason Mashke - Advisor
Mr. Mashke, formerly with Parsons Brinckerhoff Quade & Douglas, is a biologist/ecologist consultant specializing in data collection and analysis for environmental and natural history studies. He has completed environmental surveys in compliance with NEPA within many southeastern states and conducted field research including aquatic ecology, limnology, entomology, aquatic biology, wildlife monitoring and surveys, wetland delineation, stream classification (Rosgen), and taxonomy. He is a member of the Society of Wetland Scientists and ESA Entomological Society of America.

Georgia College & State University - M.S., Biology
Georgia College & State University - B.S., Biology

Trade References - Projects

Florida Department of Environmental Protection
Contact: Marshall Flake, Coastal Coordinator
Bureau of Natural and Cultural Resources
Division of Recreation and Parks
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000
850-488-5090, Fax 850-488-3665

Project: State Parks

SWFWMD Tampa SWIM Dept
Contact: Brandt Henningsen
7601 Hwy 301 North
Tampa, FL 33637
813-985-7481 x 2201, Fax: 813-987-6747
Project: Multiple

Florida Fish and Wildlife Conservation Commission
Contact: Dave Douglas
Eustis Fisheries Research Lab
601 W. Woodward Ave.
Eustis, FL. 32727-1903
352-742-6438, Fax: 352-742-6461
Project: Multiple

Escambia Board of County Commissioners
Contact: Paul Nobles
Office of Purchasing
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
850-595-4918, Fax 850-595-4805
Project: Dune Revegetation

Southeast Environmental Solutions
Contact: Mr. Fred Crabill
801 North Park Rd.
Plant City, FL 33563-3956
813-752-1289, Fax 813-757-0721
Project: Multiple

Trade References - Suppliers

Name & Account	Address	Telephone No.
BWI	3700 W. Orange Blossom Trail Apopka, FL 32712	Phone: 800-876-9113 Fax: 407-884-0701
Hillary Peat	619 West State Road 50 Groveland, FL 34736	Phone: 352-429-2409 Fax: 352-429-0365
Myakka Ranch & Farm Supply Inc. Attn: Ms. Fay Parks	P.O. Box 242 Myakka, FL 34251	Phone: 941-322-1783
Winfield Solutions, LLC Email: gmfinlay@landolakes.com	PO Box 6421 St. Paul, MN 55164-0281	Phone: 800-328-9680

Work Plan

Specification Number PD 16-17.091, "Perdido Key Dune Restoration Project"

Professional Affiliations

Florida Association of Native Nurseries	Florida Nursery, Growers & Landscape Association	Aquatic Plant Management Society (South Florida)

Bank Reference

Bank Name & Address	Contact Name & Phone
PNC BANK 16740 San Carlos Blvd. A1-P9461-01-1 Fort Myers, Florida 33908	Lester Clark Office: 239-340-7663 Cell: 239-898-5158 Lester.clark@pnc.com

Bonding Company

Bonding Agent Name & Address	Contact Name	Phone & Fax
Atlas Insurance 7120 Beneva Rd Sarasota, FL 34238-2850	Laura Beck	Phone 941.552.4100 Fax 941.552.4101

Project Summary

Client: Brevard County Government
Project Name: **Matthew Dune Restoration**
Start Date: March, 2017 Completion Date: April, 2017
Installed: 375,500 Sea Oats
Total Contract Amount: $ 281,625.00
Contact: Mike Mcgarry, 321-633-2016

Client: Santa Rosa Island Authority / Olsen & Associates
Project Name: **Pensacola Beach Dune Restoration**
Start Date: January, 2017 Completion Date: January, 2017
Installed: 86,750 Sea Oats and over 28,000 dune plants / removed 3,500 linear feet of fence & installed 5,100 linear feet of fence
Total Contract Amount: $ 155,545.88
Contact: Debbie Norton, 850-932-2257

Client: Captiva Erosion Prevention District
Project Name: **Captiva Island Dune Vegetation and Post & Rope Project**
Start Date: Jan 2014 Completion Date: Feb 2014
Installed: 318,750 dune plants & 4,800 linear feet of post & rope fence
Total Contract Amount: $125,270.00
Contact: Kathleen Rooker, 239-472-2472

Work Plan

Specification Number PD 16-17.091, "Perdido Key Dune Restoration Project"

Client: Florida Department of Environmental Protection and Escambia County
Project Name: **Natural Resource Damage Assessment ERP - Deep Horizon Oil Spill**
Start Date: October 2012 Completion Date: November 2013
Grew and installed: 500,000 Multiple Dune Plant Species
Total Contract Amount: $255,322.89
Contact: Pearce L. Barrett III, P.E. 850-245-2106

Client: Okaloosa County Tourism Dept. (Contract # C13-2020-TDC)
Project Name: **Western Destin Dune Vegetation & Okaloosa Island Dune Flora Restoration & Beach Access Mgmt.**
Start Date: Feb 2013 Completion Date: May 2013
Grew and installed: 1,057,748 dune plants & 14,520 linear feet of post & rope fence
Total Contract Amount: $411,161.00
Contact: Jim Trifilio, 850-651-7131

Client: Coastal Environments Inc.
Project Name: **Ship Island Restoration, USACE, National Park Service, Biloxi, Mississippi**
Start Date: May 2012 Completion Date: December 2012
Grew and installed: 169,532 Coastal Plant Species
Total Contract Amount: $204,565.56
Contact: Randy Ellis, 228-365-5619

Client: Landscape Workshop of Bessemer Alabama
Project Name: **Pascagoula Beach Project, Pascagoula, Alabama**
Start Date: 2010 Completion Date: 2011
Grew and installed: 362,500 Spartina patens (Marsh Hay Cordgrass)
Total Contract Amount: $268,250
Contact: Steve Presley 251-986-5717

Client: Bay County Board of County Commissioners
Project Name: **Panama City Beaches Dune Vegetation & Fence Project**
Start Date: Feb 2010 Completion Date: Mar 2010
Installed: 1,305,000 Dune Plants, Fencing & Signage
Total Contract Amount: $610,210
Contact: Lisa Armbruster 850-233-5070

Client: Gulf County Board of County Commissioners
Project Name: **St Joseph Peninsula Erosion Control Sea Oat Project**
Start Date: March 2009 Completion Date: April 2009
Grew and installed: 470,000 Uniola paniculata (Sea Oats) Liners
Total Contract Amount: $215,310
Contact: Michael Dombrowski 850-654-1555

Work Plan

Specification Number PD 16-17.091, "Perdido Key Dune Restoration Project"

Client: Brevard County Government
Project Name: **Melbourne Shores Wetland Mitigation and Upland Restoration Planting**
Start Date: March 2008 Completion Date: March 2008
Grew and installed: 23,194 Salt-Tolerant Plants and Shrubs
Total Contract Amount: $43,548
Contact: Greg Jones 321-633-2016

Client: Collier County
Project Name: **Dune Revegetation Repair and Rebuild**
Start Date: March 2007 Completion Date: April 2007
Grew and Installed: 773,000 Dune Plants
Total Contract Amount: $724,872
Contact: Gary McAlpin 239-213-2966

Client: Mote Aquaculture Park
Project Name: **Integrating Aquaculture with Agriculture Project**
Start Date: 2007 Estimated Completion Date: Ongoing
Grew and installed: Approximately 253,000 Herbaceous Plants (fresh and salt water)
Total Contract Amount: N/A
Contact: Dr Kevan Main 941-388-4541 ext 27

Client: Sarasota County
Project Name: **South Siesta Key Beach Restoration Project**
Start Date: March 2007 Completion Date: April 2007
Grew and Installed: 125,710 Dune Plants
Total Contract Amount: $86,358
Contact: William (Billy) E. House (Manson Construction) 941-349-0190

Client: Brevard County
Project Name: **Vegetation of Emergency Sand Berm**
Start Date: 2006 Completion Date: 2009
Grew and Installed: 994,247 Dune Plants
Total Contract Amount: $981,387
Contact: Mike McGarry 321-633-2016

Client: State of Florida Department of Environmental Protection
Project Name: **State Parks Revegetation Project**
Start Date: April 2006 Completion Date: September 2006
Grew and Installed: 2,907,000 Dune Plants
Total Contract Amount: $1,976,225
Contact: Marshall Flake 850-488-5090

Client: Santa Rosa Island Authority
Project Name: **Pensacola Beach Dune Enhancement**

Work Plan

Specification Number PD 16-17.091, "Perdido Key Dune Restoration Project"

Start Date: June 2006 Completion Date: July 2006
Grew and Installed: 571,430 Dune Plants
Total Contract Amount: $547,020

Client: Escambia County Board of County Commissioners
Project Name: **Pensacola Beach Dune Enhancement with Sand Dune Fencing**
Start Date: June 2006 Completion Date: July 2006
Grew and Installed: 1,173,000 Dune Plants
Total Contract Amount: $414,200 (COMPLETED: $279,200)
Contact: Paul Nobles 850-595-4918

Client: Landscape Workshop
Project Name: **Orange Beach, Gulf State Park and Gulf Shores Beach – Baldwin County, Alabama**
Start Date: 2006 Completion Date: 2006
Grew and Installed: 1,550,000 Dune Plants
Total Contract Amount: $480,500
Contact: Steve Presley 251-986-5717

Client: Walton County
Project Name: **Walton County Beaches Dune Restoration**
Start Date: 2005 Completion Date: 2005
Installed: 600,000 Dune Plants
Total Contract Amount: $279,200
Contact: Brad Pickel 850-892-8176 ext. 242

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13396 **County Administrator's Report 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: PD 16-17.055 Jackson Lake Managed Aquatics Plant System
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Jackson Lake Managed Aquatic Plant System - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement Relating to the Jackson Lake Managed Aquatic Plant System between Escambia County, Florida, and Beemats, Inc., per the terms and conditions of PD 16-17.055, Jackson Lake Managed Aquatic Plant System, in the amount of $198,500.

[Funding: Fund 110, "Other Grants & Projects," Cost Center 221026, "EPA - Jackson Lake," Object Code 54601, "Repairs and Maintenance"]

BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid on August 28, 2017. Additionally, Brent Wipf, Environmental Program Manager for the Escambia County Department of Community and Environment, provided three additional vendors to contact. A pre-solicitation conference was held on September 12, 2017, and was attended in person by one Pensacola-based general contractor and two vendors via teleconference. A single bid was received on September 27, 2017, from Beemats, Inc. Brent Wipf, Environmental Program Manager for the Escambia County Department of Community and Environment approved the selection of Beemats, Inc. as a reasonable and responsive bidder for this Scope of Work and Specifications.

BUDGETARY IMPACT:

Fund 110, "Other Grants & Projects;" Cost Center 221026, "EPA - Jackson Lake;" Object Code 54601, "Repairs and Maintenance"

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order. The Department of Community and Environment will administer the Contract.

Attachments

Recommendation to Award

Agreement

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 16-17.055 **Solicitation Name:** Jackson Lake Managed Aquatic Plant System (MAPS)								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 9/27/2017 **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	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	Grand Total
Beemats, Inc.		Y	Y	Y	Y	Y	Y	Y	$198,500.00
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	9/27/2017	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	9/27/2017	Recommendation			
Bids Witnessed By:	Emily Weddington			**Date:**	9/27/2017	**CAR Date:**	12/18/2017	**BOCC Date:**	1/4/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Beemats, 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: **12/15/17 11:00 AM**

Form Completed By: **JDL**

AGREEMENT RELATING TO THE JACKSON LAKE MANAGED AQUATIC PLANT SYSTEM (PD 16-17.055)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and BEEMATS, LLC (hereinafter referred to as "Contractor"), a for profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 26-3971932, whose principal address is 3637 State Road 44, New Smyrna Beach, Florida 32168.

WITNESSETH:

WHEREAS, on August 24, 2017, the County issued an Invitation to Bidders (PD 16-17.055) seeking a contractor to install and maintain a Managed Aquatic Plant System (MAPS) to improve the water quality in portions of Jackson Creek and Bayou Chico in Escambia County, Florida; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to perform such work; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such work as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, 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.

1.2 In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the General Terms and Conditions, attached as **Exhibit A**; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; 6) the Solicitation Documents, including addenda, attached as **Exhibit B**. 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.

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 scope of work as outlined in Escambia County's Invitation to Bidders for "Jackson Lake Managed Aquatic Plant System," Specification No. P.D. 16-17.055, attached hereto as **Exhibit B.**

SECTION 3. CONTRACT AMOUNT. In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor the total amount not to exceed **$198,500.00**, hereinafter referred to as the "Contract Amount," for all work performed pursuant to this Agreement in accordance with the Bid Form, attached hereto as **Exhibit C.**

SECTION 4. BONDS.

4.1 Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit D**, 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 holder's 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.

4.2 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.

4.3 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 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

5.1 Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the work on the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Further, no work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

5.2 The work shall be substantially complete within **90 calendar days** from the Commencement Date specified above. The work shall be fully complete and ready for final acceptance by the County within 30 calendar days from the Substantial Completion Date or **120 calendar days** from the Commencement Date (hereinafter "Contract Time").

5.3 County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not substantially complete within the time specified above. Should Contractor fail to substantially complete the work in accordance with the time specified above, County shall be entitled to assess, as **liquidated damages**, but not as a penalty, **$500.00** for each calendar day thereafter until the work is substantially complete.

5.4 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.

5.5 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. INSURANCE.

6.1 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; and

(d) Watercraft Liability coverage to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired. Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

(e) Pollution/Environmental Impairment Liability coverage.

6.2 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.

6.3 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

6.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

SECTION 7. EXHIBITS INCORPORATED. The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Solicitation Documents
Exhibit C:	Bid Form
Exhibit D:	Form of Performance and Payment Bonds
Exhibit E:	Form of Release and Affidavit
Exhibit F:	Form of Change Order

SECTION 8. NOTICES.

Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: BEEMATS, LLC
Attention: Stephen E. Beeman
3637 State Road 44
New Smyrna Beach, FL 32168

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

SECTION 9. MODIFICATION. No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 10. SUCCESSORS AND ASSIGNS. Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 11. GOVERNING LAW. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 12. NO WAIVER. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 13. ENTIRE AGREEMENT. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work

performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 14. SEVERABILITY. Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 15. 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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY: Escambia County, Florida, a political subdivision of the State of Florida

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: BEEMATS, LLC

By: _____
Stephen E. Beeman, President

_____
Witness

Date: _____

_____
Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/1/15

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 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 Documents, Contractor shall immediately report same to County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. INVESTIGATION AND UTILITIES.

2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing utility services above, upon, or under the Project site, said utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE.

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated bi-monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS.

4.1. Prior to submitting its first request 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 requests for payment.

4.2. The first request for payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the request payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit two copies of each request for payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the request 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 request for payment, the Contractor may make the necessary corrections and resubmit the request for payment for reconsideration within

ten (10) calendar days of receiving notice of refusal.

If re-submittal of the request 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 a request 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 request 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. If the Contract Amount is $200,000.00 or less, the following shall apply: 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. If the Contract Amount is in excess of $200,000.00, the following shall apply: After fifty percent (50%) completion of Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. After fifty percent (50%) completion of Work, the Contractor may request payment of up to one-half of the retainage held by the County, and the County shall make payment unless there are grounds for withholding the payment of retainage. The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. Requests 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**. The County may decline to approve any request for payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor,

materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT.

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County, 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 E**, 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 payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS.

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice of Award is received by Contractor.

7.3. 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.

7.4. 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.

7.5. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. <u>DAILY REPORTS, AS-BUILTS AND MEETINGS</u>.

8.1. Unless waived in writing by County, Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. The hours of operation by Contractor's personnel;

8.1.3. The number of Contractor's personnel present and working at the Project site, by subcontract and trade;

8.1.4. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.5. Description of Work being performed at the Project site;

8.1.6. Any unusual or special occurrences at the Project site;

8.1.7. Materials received at the Project site; and

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor for County.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. <u>CONTRACT TIME AND TIME EXTENSIONS</u>.

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly

acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK.

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES.

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK.

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE.

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P. O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by County

of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8. Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9. 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; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; and (3) Rules 38F and 38I, Florida Administrative Code. Failure to adhere to the requirements of the above named laws and regulations regarding safety shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal

Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work

as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the

Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit E;** (2) consent of surety to final payment; and (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. 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.

Section 21. WARRANTY.

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators,

suppliers or processors except as otherwise provided for in the Contract Documents.

21.2. Contractor shall fully warrant all materials or equipment furnished pursuant to this Agreement for a period of **two (2) years** from the date of final completion and shall fully warrant all plant stock provided pursuant to this Agreement for a minimum of **90 calendar days** from the date of final completion. If any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law.

Section 22. TESTS AND INSPECTIONS.

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 23. DEFECTIVE WORK.

23.1. Work not conforming to the requirements of the construction plans or Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with

undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other

professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK.

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY.

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set forth in this Agreement.

Section 29. PROJECT MEETINGS. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing requests for payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

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 850-595-4805.

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 Bid/Proposal 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

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.

Specification Number PD 16-17.055, "Jackson Lake Managed Aquatic Plant System (MAPS)", 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.

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

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, 850-595-4953, JDLovingood@myescambia.com. All questions shall be submitted in writing (E-Mail) and must be received no later than 5:00 PM CDT, September 18, 2017.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink, signed in the proper spaces. Responses on vendor forms will not be accepted.

The 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 at the Office of Purchasing Conference Room 11.407, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502 on September 12, 2017 at 11:00 AM 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.

10. 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 **$500.00** 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.

14. 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

47. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

49. 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.

50. Award

Award shall be made on an "all-or-none total" basis.

51. 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.

52. 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.

53. 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,

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

Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (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.

Watercraft Liability Coverage

Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

59. 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

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 https://myescambia.com/our-services/purchasing/uniform-contract-format, must have ADOBE Reader. Click on the Standard Construction Contract Documents link in listing).

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 **60** calendar days
Fully Complete and ready for Final Inspection in **90** calendar days
*B. Liquidated Damages at **$500.00** for each calendar day
Section 6
Section 7 *A. Natural Resources Management Department
Water Quality & Land Management
Division 3363 West Park Place
Pensacola, FL 32505
Attn: Brent Wipf
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 Two (2) year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

permitted in 2014 to further address issues created by the previous flood events. Plans, permits, and specifications from this project are available as reference on the Escambia County FTP site.

Water quality data collected by FDEP, Escambia County, and other reliable sources has documented elevated nutrient concentrations in Jackson Creek and the pits relative to the other freshwater tributaries. Water quality data is available upon request.

Project Description & Bid Requirements

Project will install floating treatment wetlands in the southeastern most of the three water features owned by Escambia County (30° 24.755' N, 87° 16.055' W). The project site is located along Jackson Creek near the northwestern arm of Bayou Chico. Additional location information has been included on the location map provided. Plants will be allowed to grow in floating substrate for a period of several months or more. Plants will then be carefully harvested from the floating substrate and transported by Escambia County or other project partners to restoration sites throughout the county for installation. Project has been designed to cover approximately 5% of the open water area or 21,000 square feet. Project will initially require 52,000 herbaceous plugs. A second crop of plants is expected the following growing season after the first crop has been harvested from the floating substrate and successfully transplanted.

Contractor shall provide floating substrate specifically designed to support the cultivation of herbaceous vegetation. Floating substrate shall have an expected life span of a minimum of three years of direct, continual outdoor exposure. Escambia County may request additional information documenting expected life span of floating substrate prior to contract award. Unit cost of floating substrate shall include transportation, installation, and all incidental materials (e.g. anchors, anchor line, fasteners, etc.) necessary for installation. Anchoring system provided by contractor shall be capable of securing system in place during normal expected weather conditions.

Contractor shall provide *Spartina alterniflora* (smooth cordgrass), or approved equal, herbaceous plugs. A portion of the *S. alterniflora* plugs required for the project may be substituted by Escambia County for alternate species. Inability for contractor to provide alternate species will not result in an automatic disqualification. Cost will be adjusted based on the unit prices provided in the bid. All plugs shall have a minimum diameter of 2 inches. All plant stock provided by the contractor shall exhibit sufficient top growth to ensure viability at the specified water depth or location. Plants shall also conform to Florida No. 1 as to health and vitality; condition of foliage and root system; freedom from pests, noxious weeds, and mechanical damage; and the accepted normal foliage and shape of the species. All plant stock provided by the contractor shall come with a 30-day warranty after installation of floating wetland systems to assure growth and viability. Unit cost of herbaceous plants shall include transport, installation, and all incidental materials (e.g. cups, pots, containers, etc.) necessary for plants to be installed into the floating substrate to be provided. All vegetation provided by the contractor shall be inspected by Escambia County prior to installation. Escambia County reserves the right to reject plants that do not meet minimum specifications.

The floating wetland system (substrate, vegetation, containers, etc.) shall be designed to allow for plants to be readily harvested from the system for transplant. Harvest of plants shall not require means or methods that would be considered detrimental to the viability of plants to be transplanted. Harvest of plants shall not require means or methods that would prevent the successful reuse of the floating substrate. Containers shall be easily removed or biodegradable.

Bid Alternates*	Qty.	Units	Unit Price	Total Price
1. Juncus roemerianus (black needle rush) Plugs	1	EA		
2. Juncus effussus (smooth rush) Plugs	1	EA		
3. Pontederia cordata (pickerelweed) Plugs	1	EA		
4. Other Salt Tolerant Species*	1	EA		
5. Other Freshwater Species*	1	EA		

* Write in scientific name of alternate species not specifically listed. If not able to provide write N/A as unit price.

Attachments

Project Location Map
Grant Agreement between U.S. Environmental Protection Agency & Escambia County, FL
U.S. EPA General Terms and Conditions

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 00D43616 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** MX	**DATE OF AWARD** 08/23/2016
TYPE OF ACTION New	**MAILING DATE** 08/30/2016
PAYMENT METHOD: ACH	**ACH#** 40151

RECIPIENT TYPE:
County

Send Payment Request to:
Las Vegas Finance Center

RECIPIENT:
Escambia County Board of Commissioners
1190 West Leonard Street
Pensacola, FL 32501
EIN: 59-6000598

PAYEE:
Escambia County Board of Commissioners
1190 West Leonard Street
Pensacola, FL 32501

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
J. Taylor Kirschenfeld 1190 West Leonard Street Pensacola, FL 32501 **E-Mail:** jtkirsche@myescambia.com **Phone:** 850 595 1630	Matt Beiser 2510 14th Street Gulfport, MS 39501 **E-Mail:** beiser.matt@epa.gov **Phone:** 228-679-5893	Margaret Crowe Grants and Audit Management Section **E-Mail:** crowe.margaret@epa.gov **Phone:** 404-562-8687

PROJECT TITLE AND DESCRIPTION
Gulf of Mexico Program

This action provides funding in the amount of $295,500 to Escambia County Board of Commissioners for a project that will improve water quality in Bayou Chico by installing floating treatment wetlands in Jackson Lake, an upstream tributary connected to Jackson Creek, Bayou Chico, and Pensacola Bay.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
08/01/2016 - 07/31/2018	08/01/2016 - 07/31/2018	$295,500.00	$295,500.00

NOTICE OF AWARD

Based on your Application dated 09/14/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $295,500. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $295,500. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4 Gulf of Mexico Program 2510 14th Street Gulfport, MS 39501

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Managment Officer	**DATE** 08/23/2016

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$30,000
2. Fringe Benefits	$0
3. Travel	$0
4. Equipment	$10,000
5. Supplies	$120,500
6. Contractual	$135,000
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$295,500
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$295,500
12. Total Approved Assistance Amount	$295,500
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$295,500
15. Total EPA Amount Awarded To Date	$295,500

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:
R4epagrantsmbewbereporting@epa.gov
cc: crowe.margaret@epa.gov
Attn: Margaret Crowe

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient
The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** as follows:

MBE: CONSTRUCTION 9%; SUPPLIES 9%; SERVICES 9%; EQUIPMENT 9%
WBE: CONSTRUCTION 3%; SUPPLIES 3%; SERVICES 3%; EQUIPMENT 3%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** .

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404
The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

D. An electronic copy of a Draft Final Project Report must be submitted to the EPA Project Officer within thirty (30) days after the project end date. The project officer will conduct a technical review, identify information gaps, and inform the recipient of updates or corrections to the document. Once the Final Project Report is approved, an electronic copy must be submitted to the project officer within ninety (90) days after the project end date.

E. Prior to environmental data collection or data compilation, a Quality Assurance Project Plan (QAPP) must be approved by EPA. Additionally, an EPA approved and up-to-date Quality Management Plan (QMP) must be in place.

F. Environmental data generated under this agreement must be submitted to the project officer, if requested.

G. Competency of Organizations Generating Environmental Measurement Data :
In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

H. Cybersecurity Condition:
(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.
If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Semi-annual Progress Report Template

Project Title:

EPA General Terms and Conditions
Effective March 29, 2016

1. Introduction

The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

2.1. Implementing Procurement Standards. (Updated 7/26/16) Per 2 CFR 200.110, there is a two-year grace period available to non-Federal entities for implementation of the procurement standards in 2 CFR 200.317 through 200.326. As detailed in the 2015 OMB Compliance Supplement, non-Federal entities choosing to delay implementation will need to specify in their documented policies and procedures that they continue to comply with 40 CFR Part 30 or 31, as applicable, for two additional fiscal years which begins after December 26, 2014.

2.2. Effective Date and Incremental or Supplemental Funding. Consistent with the OMB Frequently Asked Questions at https://cfo.gov/cofar on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 200.98) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 200 and 1500).

Financial Information

3. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.8

4. Payment Methods

The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

7. Establishing and Managing Subawards (modified 3/29/16)

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at https://epa.gov/grants/epa-subaward-policy.

As a pass-through entity, the recipient agrees to:

7.1. Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.330 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

a. For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

b. Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as required by 2 CFR 200.75 and 2 CFR 200.92.

7.2. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.331(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

7.3. Prior to making subawards, ensure that each subrecipient has a "unique entity identifier." This identifier is required for registering in the System for Award Management (SAM) and by 2 CFR Part 25 and 2 CFR 200.331(a)(1). The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. Information regarding obtaining a DUNS number and registering in SAM is available in the General Condition of the pass-through entity's agreement with EPA entitled **"Central Contractor Registration/System for Award Management and Universal Identifier Requirements"** T&C of the pass-through entity's agreement with the EPA.

7.4. Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:

a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled **"Reporting Subawards and Executive Compensation."**

c. Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled **"Consultant Fee Cap."**

d. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"

e. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).
EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA

authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 7.1 through 7.14 above or will refrain from making subawards until the systems are designed and implemented.

8. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Reporting and Additional Post-Award Requirements

9. Central Contractor Registration/System for Award Management and Universal Identifier Requirements

9.1. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

9.2. Requirement for Data Universal Numbering System (DUNS) numbers. If the recipient is authorized to make subawards under this award, the recipient:

9.2.1. Must notify potential subrecipients that no entity (definition paragraph 9.3 of this award term) may receive a subaward unless the entity has provided its DUNS number.

9.2.2. May not make a subaward to an entity unless the entity has provided its DUNS number.

9.3. Definitions. For the purposes of this award term:

9.3.1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: https://www.sam.gov.

9.3.2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

9.3.3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

9.3.3.1. A Governmental organization, which is a State, local government, or Indian tribe;

9.3.3.2. A foreign public entity;

9.3.3.3. A domestic or foreign nonprofit organization;

9.3.3.4. A domestic or foreign for-profit organization; and

9.3.3.5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

9.3.4. Subaward:

10.3.1.1. in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

10.3.1.2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

10.3.2. Where and when to report. The recipient must report subrecipient executive total compensation described in paragraph 10.3.1. of this award term:

10.3.2.1. To the recipient.

10.3.2.2. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

10.4. Exemptions

10.4.1. If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

10.4.1.1. subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

10.5. Definitions. For purposes of this award term:

10.5.1. Entity means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

10.5.2. Executive means officers, managing partners, or any other employees in management positions.

10.5.3. Subaward:

10.5.3.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that the recipient award to an eligible subrecipient.

10.5.3.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

10.5.3.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

10.5.4. Subrecipient means an entity that:

10.5.4.1. Receives a subaward from the recipient under this award; and

10.5.4.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

10.5.5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

10.5.5.1. Salary and bonus.

10.5.5.2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

11.5. Definitions

For purposes of this award term and condition:

11.5.1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

11.5.2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

11.5.3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

11.5.3.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

11.5.3.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

12. Federal Financial Reporting (FFR) (Updated 7/28/16)

Pursuant to 2 CFR 200.327 and 200.343, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 days after the end of each specified reporting period for quarterly and semi-annual reports, and 90 calendar days for annual and final reports. Extension of reporting due dates may be approved by EPA upon request of the recipient. The FFR form is available on the internet at: http://www2.epa.gov/financial/forms. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.gov or mail it to:

USEPA LVFC
4220 S. Maryland
Pkwy Bldg C, Suite
503
Las Vegas, NV 89119

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

13. Indirect Cost Rate Agreements

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current Federally-approved indirect cost rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval and a final rate has been determined by the cognizant agency. Recipients are responsible for maintaining an approved indirect cost rate for the life of the award. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without prior approval from EPA.

14. Audit Requirements (modified 1/27/16)

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an

disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

17.2. For awards to states including state universities that are state agencies or instrumentalities As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at http://www2.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grant Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.74. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

20. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh- Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at htt://iEdison.gov. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at http://iEdison.gov. EPA elects not to require the recipient to provide a report prior to the close- out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

21. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: http://www.nsf.gov/awards/managing/rtc.jsp. A Federal- wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

22. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for

(2) A description of the purpose, agenda, location, length and timing for the event; and
(3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

25. Tangible Personal Property

25.1 Reporting Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding $5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

25.2 Disposition

25.2.1 Most Recipients. Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document or this award term, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

25.2.2 State Agencies. Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

25.2.3 Superfund Recipients. Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

Public Policy Requirements

26. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

a. Statutory Requirements

i. In carrying out this agreement, the recipient must comply with:

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on

all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

28. Hotel-Motel Fire Safety (Link updated 8/9/16)

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel- Motel National Master List at https://apps.usfa.fema.gov/hotel/ to see if a property is in compliance, or to find other information about the Act.

29. Lobbying and Litigation (modified 3/29/16)

a. **All Recipients.**

i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non- Federal Entity Contracts Under Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

30. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

31. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement

source alleging a violation of a prohibition in paragraph a of this award term.

ii. Our right to terminate unilaterally that is described in paragraph a and b:
    1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    2. Is in addition to all other remedies for noncompliance that are available to us under this award.

iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d. **Definitions.** For purposes of this award term:

i. ''Employee'' means either:
    1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. ''Private entity'':
    1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    2. Includes:
        a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
        b. A for-profit organization.

iv. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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

September 20, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 16-17.055 Jackson Lake Managed Aquatic Plant System

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 1 provides for the rescheduling of the Last Day for Questions, Last Day to Respond to Questions, and the Bid Opening as follows:

	Old Date	New Date
Last Day for Questions	September 18, 2017	**September 26, 2017**
Last Day to Respond to Questions	September 21, 2017	**September 28, 2017**
Bid Opening	September 27, 2017	**October 06, 2017 at 2:00 PM CDT**

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 your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

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

September 22, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.055 Jackson Lake Managed Aquatic System (MAPS)

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum Number 2 provides answers to the following questions, as well as clarifying statements regarding the specifications:

Bid Form Revision: Due to changes in the Scope of Work, the Bid Form has been updated. Please use this updated Bid Form when submitting your bid. Bids utilizing the original Bid Form shall not be considered responsive.

Question #1: Are bidders able to provide suggested species as bid alternates?
Response: Yes. The bid form provides for bid alternates and allows for bidders to suggest both salt tolerant and freshwater species.

Question #2: Does this scope include harvest and transplant of plants provided?
Response: No. The harvest and transplant of plants will be handled by Escambia County or under a separate contract.

Question #3: Does this scope include just the first 52,000 plants, or the first 52,000 plants and an additional 52,000 replacement plants?
Response: The scope is limited to floating substrate and the first 52,000 herbaceous plugs, but the solicitation reserves the right for Escambia County to purchase additional quantities.

Question #4: How was the amount of plants and substrate calculated?
Response: The amount of floating substrate was based on 5% of the open water area of the lake. The quantity of plants was based on the desired density.

Question #5: Does the scope allow flexibility for floating wetland systems that have a different density of plants?

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

Jackson Lake Managed Aquatic Plant System

Solicitation Number PD 16-17.055

Solicitation

MAILING DATE: August 24, 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 11:00 AM CDT, September 12, 2017.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, October 06, 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

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: ( ) _____
Toll Free: ( ) _____
Fax: ( ) _____

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.

Terms of Payment

_____

Bid Bond Attached:

$_____

_____
(Name and Title of Person Authorized to Sign Offer)

*
_____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** 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	Qty.	Units	Unit Price	Total Price
1. Mobilization & Installation Plan	1	LS		
2. Floating Wetland System for 52,000 Spartina alterniflora (smooth cordgrass) Plugs	1	LS		
			Total	

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

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

Jackson Lake Managed Aquatic Plant System

Solicitation Number PD 16-17.055

Solicitation

MAILING DATE: August 24, 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 11:00 AM CDT, September 12, 2017.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, October 06, 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 30-60 **days after receipt of purchase order**

Terms of Payment

Net 30; 5% discount for Net 10

Bid Bond Attached:

$ 9,925.00

Vendor Name: BEEMATS, LLC
Address: 3637 State Road 44
City, ST. & Zip: New Smyrna Beach, FL 32168
Phone: (386) 428-8578
Toll Free: ( )
Fax: (386) 428-8879

Steve Beaman, 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/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

Bid Form

Base Bid	Qty.	Units	Unit Price	Total Price
1. Mobilization & Installation Plan	1	LS		$16,500.00
2. Floating Wetland System for 52,000 Spartina alterniflora (smooth cordgrass) Plugs	1	LS		$182,000.00
			Total	$198,500.00

EXHIBIT C
tabbies

EXHIBIT
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.

_____

_____
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: _____

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: _____

EXHIBIT
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
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:

	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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13337 **County Administrator's Report 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Contract Award for Gasoline and Diesel Fuel
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Gasoline and Diesel Fuel - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the Agreement Relating to Solicitation # PD 16-17.087, between Escambia County, Florida, and Cougar Oil, Inc., an Indefinite Quantity, Indefinite Delivery Contract, per the terms and conditions of PD 16-17.087, Gasoline and Diesel Fuel Delivery, based on the pricing provided and extending through September 30, 2018, with the option to extend for two additional 12-month periods, up to a maximum 36 months.

[Funding: Fund 175, Transportation Fund, Cost Center 210407, Object Code 55201]

BACKGROUND:

Invitation to Bid, PD 16-17.087, Gasoline & Diesel Fuel Delivery, were publicly noticed on September 11, 2017 to 12 know providers. Bids were received from 3 providers on October 24, 2017.

BUDGETARY IMPACT:

Fund 175 Transportation; Cost Center 210407; Object Code 55201

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement 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 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

Cougar Oil Agreement
Bid Tabulation
Vendors List

AGREEMENT RELATING TO SOLICITATION # PD 16-17.087

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Cougar Oil, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 63-0596053, and whose principal address is 1411 Water Avenue, Selma, AL 36701.

WITNESSETH:

WHEREAS, on September 25, 2017, the County issued an Invitation to Bidders (PD 16-17.087) seeking a vendor to provide scheduled deliveries of diesel and unleaded gasoline to various County facilities; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing fuel as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and expire on September 30, 2018. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms by providing written notice no later than thirty (30) days prior to the expiration of the current term. After exercising all options to renew, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may unilaterally extend this Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than thirty (30) days prior to the expiration of the last one (1) year renewal period.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders, Diesel and Gasoline Fuel Delivery, Specification No. P.D. 16-17.087, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, dated July 6, 2017, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated points within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any requested price increase shall be accompanied by written justification attesting that the request is a bona fide cost increase to the Contractor. Any price decrease effectuated during the term of the Agreement shall be passed on the County by the Contractor. Any price adjustment shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

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.

8. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided 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.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The

Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, 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; and

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Cougar Oil, Inc.	To: Escambia County
Attention: President	Attention: County Administrator

1411 Water Avenue	221 Palafox Place, Suite 420
Selma, AL 36701	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. 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.

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

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not

limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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: _____
Jeff Bergosh, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:
COUGAR OIL, INC.

By: _____
J. Larry Jones, President

Date: _____

_____
Corporate Secretary

[SEAL]

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/20/17

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 16-17.087, " Diesel and Gasoline Fuel Delivery", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$ 1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement and Technical Questions**

Procurement and Technical questions may be directed to **Lester L. Boyd, Purchasing Coordinator,** Telephone (850) 595-4944, Fax: (850) 595-4805 or email: LLBOYD@myescambia.com, **Technical Questions: James F. Higdon,** Jfhigdon@myescambia.com,Tel: **(850) 937-2123,** no later than 2 P.M., CDT, October, Monday, 16, 2017.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from **James F. Higdon,** Tel: **(850) 937-2123.** Failure to visually inspect the facilities may be cause for disqualification of your offer.

6. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

7. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

8. **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 **$1,000.00** 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.

9. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

   1. The potential for fire, explosion, corrosiveness and reactivity;

   2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

   3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. **Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL. 32502

11. **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.

12. **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.

13. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

15. **Interim Extension of Performance**

After all Options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **Twelve (12)** month, price adjustments. Written request for price adjustment may be made every **Twelve (12)** months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

18. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

19. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

20. **Termination**

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

21. **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/proposal form.
The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than $1000.00 per individual transaction.
The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

22. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

23. **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.

24. **Award**
Award shall be made on an "all-or-none total" basis.

25. **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.

26. **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.

27. **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.)

28. **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.

29. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

30. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will Be-Able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for Workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Lester L. Boyd, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL. 32591-1591
   Fax: (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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.

EXHIBIT A

SCOPE OF WORK/SERVICE
Diesel and Gasoline Fuel Delivery

Contract Effective: October 1, 2017 until September 30, 2018
(With two one-year options to renew.)

The contractor shall provide on each weekday, by noon (Central Time), a copy of the daily OPIS PAD 1 Report for the Pensacola, Florida Terminal to the County Fuels Manager, all labor, equipment and transportation of Fuels from Terminal of embarkation to all specified delivery sites within twenty-four (24) hours; under emergency declaration delivery will be as needed by the County. The County shall provide assistance at Delivery Sites to ensure access to tanks and sign for all fuel received.

For the purpose of this Bid, deliveries shall be divided into Tank Wagon and Transport Delivery, with the following Specifications being applicable. **Ethanol Products are Unacceptable, *Unless required for Pensacola area*.** All transport vehicles shall be equipped with a transfer pump delivery system (Incase pump-off is required).

The mark-up on the fuel being delivered will be tied to the type of vehicle requested by the County to deliver the fuel (tank wagon or transport wagon). **The County will pay the actual supplier price, plus mark-up, from the lowest available supplier.**

Transport deliveries will be a minimum 3,500 gallon loads.

Unleaded Gasoline
Tank Wagon

A. Gasoline, unleaded, antiknock (octane) index minimum 87 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

B. Gasoline, unleaded, antiknock (octane) index minimum 89 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

C. Gasoline, unleaded, antiknock (octane) index minimum 92 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

EXHIBIT A

Unleaded Gasoline
Transport Wagon

D. Gasoline, unleaded, antiknock (octane) index minimum 87 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via transport truck. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Average Monthly Delivery

	Type of Facility Location / FDEP Number	Delivery	Diesel	Unleaded Regular	Premium
1	**Century Facility / 1792 02537 10 Tedder Rd. Century, FL 32535**	**Transport**	**900**	**3000**	**0**
2	Road Department / 1785 19992 **601 Hwy 297A, Cantonment, FL 32533**	**Transport**	**12,000**	**10,000**	**0**
3	**Road Department / 1786 26780 4901 Camp Rd. McDavid, FL 32535**	**Transport**	**2,700**	**0**	**0**
4	**Sheriff Dept Sub-Station / 1786 26756 12950 Gulf Beach Hwy, Pensacola, FL 32507**	**Transport**	**1,300**	**3,600**	**0**
5	**Sheriff Dept / 1786 26821 1700 W Leonard St., Pensacola, FL 32501**	**Transport**	**0**	**31,000**	**0**
6	**Transit Facility / 1785 07871 1515 W Fairfield Dr., Pensacola, FL 32501**	**Transport**	**29,000**	**9,400**	**0**
7	**Solid Waste / 1785 19990 13009 Beulah Rd., Cantonment, FL 32533**	**Transport**	**19,000**	**1,600**	**0**
8	**Emergency Preparedness/ 1786 26911 2920 North "L" St., Pensacola, FL 32501**	**Transport**	7,500 (Yearly)	**0**	**0**
9	**Public Safety Building / 1798 06878 6575 North "W" St., Pensacola, FL 32505**	**Transport**	**9,000**	**0**	**0**
10	**Fleet Maintenance Garage / 1785 19977 1651 E Nine Mile Rd, Pensacola, FL 32514**	**Transport**	**8,600**	**4,600**	**0**

SIGN AND RETURN THIS FORM WITH YOUR BIDS*SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
LESTER L. BOYD
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4944 Fax No: (850) 595-4805

Invitation to Bid
DIESEL AND GASOLINE FUEL DELIVERY
SOLICITATION NUMBER: PD 16-17.087

SOLICITATION

MAILING DATE: Monday, September 25, 2017
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 10:00 A.M., CDT, TUESDAY, OCTOBER 24, 2017, 11, 2014 and may not be withdrawn within:
__90__ days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 63-0596053

TERMS OF PAYMENT: 30 Days

DELIVERY DATE WILL BE 1 **DAYS AFTER RECIEPT OF PURCHASE ORDER.**

VENDOR NAME: Cougar Oil, Inc.
ADDRESS: 3861 N. Palafox St.
CITY, ST. & ZIP: Pensacola, Fl 32505
PHONE NO.: (850) 433-8557
TOLL FREE NO.: (800) 239-6451
FAX NO.: (850) 438-8313

REASON FOR NO OFFER:

BID BOND ATTACHED: $ $1000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Rex Jones Secretary
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____ Date
Signature of Person Authorized to Sign

ATTEST: _____ Date
Corporate Secretary

[CORPORATE SEAL]

ATTEST: _____ Date
Witness

ATTEST: _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

EXHIBIT B

BID FORM
Specification Number PD 16-17.087
Diesel and Gasoline Fuel Delivery

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 10-3-2017

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Gasoline and Diesel Fuel" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DESCRIPTION	MARK-UP TO SUPPLIER'S PRICE					
	Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport
TRANSPORT DELIVERY						
Gasoline, Unleaded, 89 Octane	.02949	.03949	NA	.0675	.035	.035
Gasoline, Unleaded, 92 Octane	.02949	.03949	NA	.0675	.035	.035
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	.02949	.03949	NA	.0675	.035	.035
#2-D Ultra Low Sulfur Diesel Fuel	.02949	.03949	NA	.0675	.035	.035
Gasoline, Unleaded, 87 Octane	.02949	.03949	NA	.0675	.035	.035
TANK WAGON DELIVERY						
Gasoline, Unleaded, 87 Octane	.13949	.14949	NA	.24949	.14949	.14949
Gasoline, Unleaded, 89 Octane	.13949	.14949	NA	.24949	.14949	.14949
Gasoline, Unleaded, 92 Octane	.13949	.14949	NA	.24949	.14949	.14949
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	.13949	.14949	NA	.24949	.14949	.14949
#2-D Ultra Low Sulfur Diesel Fuel	.13949	.14949	NA	.24949	.14949	.14949

List of terminals and the available suppliers for each terminal:

Terminal: Pensacola — Suppliers: Shell Unbranded, Marathon, Truman Arnold Motiva, Indigo Motiva

Terminal: Mobile — Suppliers: Shell Unbranded, Marathon

Terminal: Montgomery — Suppliers: Flint Hills, Colonial, Marathon, Pure, Placid and Murphy

Terminal: Niceville — Suppliers: Citgo Unbranded

Terminal: Freeport — Suppliers: Murphy and Pure

Terminal: _____ — Suppliers: _____

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 847322

Occupational License No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date: _____

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes_____No__X__.

Will your company accept Escambia County Direct Payment Vouchers? Yes_X__No_____.

County Permits/Fees required for this project:

Permit	Cost
None	

Bidder: Cougar Oil, Inc.

By: Rex Jones

Signature: _____

Title: Secretary

Address: 3861 N. Palafox St. Pensacola, FL 32505

Person to contact concerning this bid:
Rex Jones

Phone/Toll Free/Fax # 334-410-2346

E-Mail Address: rjones@cougaroil.com

Home Page Address: _____

Person to contact for emergency service:
Vic Myrick

Phone/Cell/Pager #: 850-426-1505

Person to contact for disaster service:
Vic Myrick

Home Address: _____

Home Phone/Cell/Pager #: 850-426-1505

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Gasoline & Diesel Fuel BID # PD 16-17.087**					
Bid Opening Time: 10:00 a.m. CDT Bid Opening Date: 10/24/2017 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes
Cougar Oil, Inc.	Y	Y	Y	Y	Y	Y
Mansfield Oil Co., Inc.	Y	Y	Y	Y	Y	Y
Petroleum Traders Corp.	Y	Y	Y	Y	Y	Y
BIDS OPENED BY:	Lester L. Boyd, Purchasing Coordinator DATE: 10/24/2017					
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: 10/24/2017					
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: 10/24/2017					

CAR DATE **11/30/2017** **BOCC DATE** **11/30/2017**

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to Cougar Oil, Inc.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

Posted @ 10:00 a.m. CDT, 10/30/2017

LLB/lk

Cougar Oil, Inc

Transpotation Delivery		Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport	
Gasoline, Unleaded 89 Octane		0.02949	0.03949	N/A	0.0675	0.035	0.035	
Gasoline, Unleaded 92 Octane		0.02949	0.03949	N/A	0.0675	0.035	0.035	
#2-D Ultra Low Sulfer Diesel Fuel, Red Dye		0.02949	0.03949	N/A	0.0675	0.035	0.035	
#2-D Ultra Low Sulfer Diesel Fuel		0.02949	0.03949	N/A	0.0675	0.035	0.035	
Gasoline, Unleaded, 87 Octane		0.02949	0.03949	N/A	0.0675	0.035	0.035	
	Total	0.02949	0.03949		0.0675	0.035	0.035	0.20648
Tank Wagon Delivery								
Gasoline, Unleaded, 87 Octane		0.13949	0.14949	N/A	0.24949	0.14949	0.14949	
Gasoline, Unleaded 89 Octane		0.13949	0.14949	N/A	0.24949	0.14949	0.14949	
Gasoline, Unleaded 92 Octane		0.13949	0.14949	N/A	0.24949	0.14949	0.14949	
#2-D Ultra Low Sulfer Diesel Fuel, Red Dye		0.13949	0.14949	N/A	0.24949	0.14949	0.14949	
#2-D Ultra Low Sulfer Diesel Fuel		0.13949	0.14949	N/A	0.24949	0.14949	0.14949	
	Total	0.13949	0.14949		0.24949	0.14949	0.14949	0.83745

Mansfield Oil Co

Transpotation Delivery		Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport	
Gasoline, Unleaded 89 Octane		0.0329	0.0564	0.041	0.096	0.0544	0.0691	
Gasoline, Unleaded 92 Octane		0.0329	0.0564	0.041	0.096	0.0544	0.0691	
#2-D Ultra Low Sulfer Diesel Fuel, Red Dye		0.0364	0.06	0.0467	0.1042	0.0631	0.0713	
#2-D Ultra Low Sulfer Diesel Fuel		0.0364	0.06	0.0467	0.1042	0.0631	0.0713	
Gasoline, Unleaded, 87 Octane		0.0329	0.0564	0.041	0.096	0.0544	0.0691	
	Total	0.0343	0.05784	0.04328	0.09928	0.05788	0.06998	0.31928
Tank Wagon Delivery								
Gasoline, Unleaded, 87 Octane		0.174	0.174	0.174	0.324	0.174	0.274	
Gasoline, Unleaded 89 Octane		0.174	0.174	0.174	0.324	0.174	0.274	
Gasoline, Unleaded 92 Octane		0.174	0.174	0.174	0.324	0.174	0.274	
#2-D Ultra Low Sulfer Diesel Fuel, Red Dye		0.174	0.174	0.174	0.324	0.174	0.274	
#2-D Ultra Low Sulfer Diesel Fuel		0.174	0.174	0.174	0.324	0.174	0.274	
	Total	0.174	0.174	0.174	0.324	0.174	0.274	1.12

Petroleum Traders Corp

Transpotation Delivery		Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport	
Gasoline, Unleaded 89 Octane		0.0273	0.0475	N/A	0.082	0.0467	0.0567	
Gasoline, Unleaded 92 Octane		0.0273	0.0475	N/A	0.082	0.0467	0.0567	
#2-D Ultra Low Sulfer Diesel Fuel, Red Dye		0.0336	0.0544	N/A	0.081	0.057	0.0689	
#2-D Ultra Low Sulfer Diesel Fuel		0.0336	0.0544	N/A	0.081	0.057	0.0689	
Gasoline, Unleaded, 87 Octane		0.0273	0.0475	N/A	0.082	0.0467	0.0567	
	Total	0.02982	0.05026		0.0816	0.05082	0.06158	0.27408
Tank Wagon Delivery								
Gasoline, Unleaded, 87 Octane		0.2	0.25	N/A	0.5	0.25	0.25	
Gasoline, Unleaded 89 Octane		0.2	0.25	N/A	0.5	0.25	0.25	
Gasoline, Unleaded 92 Octane		0.2	0.25	N/A	0.5	0.25	0.25	
#2-D Ultra Low Sulfer Diesel Fuel, Red Dye		0.2	0.25	N/A	0.5	0.25	0.25	
#2-D Ultra Low Sulfer Diesel Fuel		0.2	0.25	N/A	0.5	0.25	0.25	
	Total	0.2	0.25		0.5	0.25	0.25	1.45

Escambia County, Florida - Procurement System

Vendors for Class: 405 Item: 07

Pur No	Name	
000115	AARAMCO GENERAL & MED SUP. INC	Inquiry
	810 EAST LA RUA STREET	Phone: 904 438-4817
		Fax:
	PENSACOLA FL 32502	
000643	AUTOMOTIVE TRUCK & INDUSTRIAL	Inquiry
	SIX INDUSTRIAL BLVD.	Phone: 904-476-0508
		Fax: 904-476-0415
	PENSACOLA FL 32503	
008908	AXI INTERNATIONAL	Inquiry
	5400 DIVISION DRIVE	Phone: 877-425-4239
		Fax: 239-690-1195
	FORT MYERS, FL 33905	
001338	CERTIFIED LABS, DIV. OF	Inquiry
	N.C.H. CORP.	Phone: 800 527-9929
	PO BOX 2493	Fax:
	FT. WORTH TX 76113-2493	
009013	CHEMSEARCH	Inquiry

	3009 E. LEE STREET	Phone: 698-6516
		Fax: 433-1631
	PENSACOLA FL 32503	
008130	DAVISON FUELS, INC.	Inquiry
	205 CLEARFIELD DRIVE	Phone: 251-633-4446
		Fax: 251-639-4755
	CANTONMENT, FL 32533	
001891	DEALER SERVICES, INC.	Inquiry
	2108-2 GILLIAM RD.	Phone: 850/393-8840
		Fax: 850/942-2139
	TALLAHASSEE FL 32308	
000946	E & B BOATGEAR DISCOUNT MARINE	Inquiry
	A DIVISION OF E & B MARINE INC	Phone: 456-7305
	618 NEW WARRINGTON ROAD	Fax: 456-5859
	PENSACOLA FL 32506	
009185	FIVE POINTS SERVICE, INC.	Inquiry
	213 FOUNTAIN STREET	Phone: 478-825-5631
		Fax: 478-825-0299
	FORT VALLEY, GA 31030	
007432	FLORIDA RENTAL SOLUTIONS	Inquiry
	8653 PENSACOLA BLVD.	Phone: 475-4105

		Fax: 475-4153
	PENSACOLA FL 32514	
008926	HYDROTEX PARTNERS, LTD	Inquiry
	3584 PLEASANT VIEW COURT	Phone: 266-7788
		Fax: 393-4029
	PACE FL 32571	
003371	JACKSONVILLE MARINE SUPPLY CO	Inquiry
	P.O. BOX 7309	Phone: 800-741-5299
		Fax:
	JACKSONVILLE FL 32210	
003773	LUBRA SYSTEMS	Inquiry
	DIV OF NCH CORP	Phone: 256-1700
	751 FREEDOM ROAD	Fax: 214-438-0187
	CENTURY FL 32535	
003848	MCLURE OIL CO., INC.	Inquiry
		Phone: 800-556-6001
	P.O. BOX 920759	Fax: 404-813-0775
	NORCROSS GA 30092	
003860	MCPHERSON OIL COMPANY	Inquiry
	5051 CARDINAL STREET	Phone: 205-661-4527
		Fax: 205-661-4597
	TRUSTVILLE, AL 35173	
008694	MINTO ENERGY CORPORATION	Inquiry

	115 COCHRANE CAUSEWAY	Phone: 251-434-2005
		Fax: 251-694-3990
	MOBILE AL 36652	
009253	NCH CORPORATION	Inquiry
	23261 NETWORK PLACE	Phone: 800-527-9919
		Fax: 972-721-6800
	CHICAGO IL 60673	
004850	PEP BOYS	Inquiry
	4700 MOBILE HWY	Phone: 457-1907
	ACCT# 50005315	Fax: 453-8774
	PENSACOLA FL 32505	
004948	PIPELINE ENERGY	Inquiry
	P.O. BOX 350182	Phone: 904/791-9000
		Fax: 904/791-8866
	JACKSONVILLE, FL 32235-0182	
005090	PRO CHEM, INC.	Inquiry
	1475 BLUEGRASS LAKES HIGHWAY	Phone: 800-241-8180
		Fax: 404-740-2807
	APHARETTA GA 30201	
007023	QUALITY LUBRICANTS, INC.	Inquiry
	P.O. BOX 38	Phone: 850/682-4757
		Fax: 850/682-

		1970
	CRESTVIEW, FL 32536	
005233	RADIATOR SPECIALTY CO	Inquiry
	1900 WILKINSON BLVD 28208	Phone: 800-438-4532
	P O BOX 34689	Fax: 800-421-9525
	CHARLOTTE NC 28234	
008807	RETIF OIL & FUEL	Inquiry
	527 DESTREHAN AVENUE	Phone: 800-349-9000
		Fax: 504-349-9009
	HARVEY LA 70058	
001894	RICHARD W. DEAN & ASSOCIATES	Inquiry
		Phone: 432-7343
	3104 W. GONZALEZ STREET	Fax:
	PENSACOLA FL 32505	
008730	RKA PETROLEUM CO., INC.	Inquiry
	28340 WICK ROAD	Phone: 800-875-3835
		Fax: 734-531-2303
	ROMULUS MI 48174	
005410	ROPE WAREHOUSE & MARINE SUPPLY	Inquiry
	1902 MAPLE AVE.	Phone: 800/801-2778
		Fax: 813/248-0751
	TAMPA FL 33605	

005525	SAM'S CYCLE SHOP	Inquiry
	4011 NAVY BLVD.	Phone: 904-455-2202
		Fax: 904-455-2203
	PENSACOLA FL 32507	
005572	SAVERS TRANSMISSION EXCHANGE	Inquiry
	5105 N. PALAFOX STREET	Phone: 434-9707
		Fax: 434-8620
	PENSACOLA FL 32505	
007378	T W SMITH'S SERVICE, INC.	Inquiry
	3890 MACKS ROAD	Phone: 800-421-3256
		Fax: 850-327-4541
	CENTURY FL 32535	
006124	T-GILL FUELS, INC.	Inquiry
	2103 WEST HERMAN STREET	Phone: 438-3835
	PO BOX 8154	Fax: 433-0456
	PENSACOLA FL 32505-0154	
006366	TRIM-A-LAWN, INC.	Inquiry
	1405 GULF BEACH HIGHWAY	Phone: 453-3167
		Fax: 453-3169
	PENSACOLA FL 32507	
006756	WEST MARINE	Inquiry
	7160 N. DAVIS HWY.	Phone: 476-2720
		Fax: 476-2774
	PENSACOLA FL 32504	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13390 **County Administrator's Report 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Contract Award for Quietwater Beach Ferry Landing CEI
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Quietwater Beach Ferry Landing CEI - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and DRMP, Inc., per the terms and conditions of PD 16-17.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing, for a lump sum amount of $114,363.52.

[Funding: Fund 352, LOST III, Cost Center 210115, Object Code 56301, Project #16EN3434]

BACKGROUND:

Requests for Letters of Interest, PD 16-17.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing were publicly noticed on January 3, 2017 to one hundred sixty nine know firms. Responses were received from three firms on Tuesday, January 24, 2017. The Selection/Negotiation Committee ranked int heh following order:
1. DRMP, Inc.
2. HDR CCC
3. Volkert, Inc.

DRMP, Inc. provided their initial fee proposal on February 17, 2017. The first negotiation meeting was held on March 1, 2017. Final and Best Offers were established on March 8, 2017 establishing the fee at a lump sum of $114,363.52.

BUDGETARY IMPACT:

Fund 352 LOST III, Cost Center 210115, Object Code 56301, Project # 16EN3434

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

Agreement
Short-Listing Results
Ranking Results
Short-Listing Evaluation

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

DRMP, INC.

PD 16-17.018 LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR QUIETWATER BEACH FERRY LANDING

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of July, 2017, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and DRMP, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 700 S. Palafox Street, Suite 160, Pensacola, Fl 32502 and whose Federal tax identification number is 59-1791174 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: DRMP, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean David Forte, Division Manager, Public Works Department. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 16-17.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 16-17 in the amount of one hundred fourteen thousand three hundred sixty three and fifty two ($114,363.52) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 16-17.018, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing, and as represented in the Consultant's Letter of Interest response to PD 16-17.018, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is N/A.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of one hundred fourteen thousand three hundred sixty three and fifty two ($114,363.52). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

DRMP, Inc.
700 S. Palafox Street, Suite 160
Pensacola, Fl 32502

(d) Invoices to the County shall be sent to:

David Forte
Division Manager
Public Works
3363 W. Park Place
Pensacola, Florida 32505

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 COMPLIANCE WITH LAWS: The Consultant agrees to comply, at its own 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 the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees

and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Eddie Wehmeier, Purchasing Specialist, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

(g) Watercraft Liability Coverage. Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired. Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

(h) United States Longshoreman and Harbor workers Act Coverage. The workers compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act coverage for exposures which may arise from this agreement or contract.

(i) Jones Act Coverage. The workers compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation

referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and DRMP, Inc., signing by and through its Vice 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:

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: July 6, 2017

CONSULTANT:
DRMP, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST:

By: _____
Mark E. Puckett, P.E., Vice President

By: _____

Date: _____

By: _____

DRMP, INC.

Principals
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr.

February 27, 2017 **DRMP Job # 17-0017.0mk**

Eddie H. Wehmeier
Purchasing Specialist
Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place 2nd. Floor
Pensacola, Florida 32502

Subject: Scope of Work and Fee Estimate
CEI Services for Quietwater Beach Ferry Landing
Solicitation Identification Number PD 16-17.018

Dear Mr. Wehmeier,

In conformance to your email on February 21, 2017, DRMP is pleased to submit the scope of services and fee estimate for Quietwater Beach Ferry Landing project Phase I. The scope of services provided in the solicitation is used as a basis for the scope of work detailed here in and for preparation of the fee estimate. Our CEI services will commence 30 days prior to the Contractor's Notice to Proceed (NTP), continue through the construction duration and end 30 days after Final Acceptance.

9.0 REQUIREMENTS OF THE CONSULTANT

9.1 General:

Our CEI personnel understand our responsibility is to provide field inspection and coordination services necessary to administer the construction contract in such a manner to determine that the project is constructed in reasonable conformity with the plans, specifications, and contract provisions. DRMP will identify and report any substantial deficiencies to the County and direct the Contractor to correct noted deficiencies.

DRMP will critique all Supplemental Agreements for validity, creating an Engineer's Estimate analyzing cost proposals submitted by the Contractor. A complete packet with recommendations will be submitted to the County Project Coordinator requesting feedback and/or concurrence.

9.2 Survey Control:

The Contractor is responsible for survey control; however, all verified survey data (i.e. B.M. Elevation, Rod Reading, H.I., Ground Rod Reading, Pile elevation, etc.) will be tracked and logged in a Pile Book by DRMP's Bridge Inspector. The pile book data will be will be checked, verified by additional project staff and used as backup for pay request.

700 South Palafox Street
Suite 160
Pensacola, Florida 32502
Phone: 850.469.9077
Fax: 850.469.9073

Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Orlando, Florida
Panama City, Florida
Raleigh, North Carolina
Tallahassee, Florida
Tampa, Florida

1.800.375.3767
www.drmp.com

DRMP, INC.

Principals
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr.

9.3 On-site Inspection:

DRMP understands our primary role in providing CEI Services is to inspect the Contractor's work and act as an extension of Escambia County's staff. DRMP's inspection staff will maintain accurate daily construction records of the Contractor's activities and important events which affect work. Our inspection staff will document the Contractor's activities on a Daily Work Report (DWR) and submit them daily. All services will be in strict accordance with the accepted industry standards. Keeping in mind our primary goal is to determine that the project is constructed in reasonable conformity with the contract plans, specifications, and contract provisions.

9.4 Material Sampling and Testing:

Our project personnel recognize their responsibility in verifying the materials incorporated into the work meet the specification requirements. DRMP's project personnel will coordinate all required materials testing services with our Materials Testing Subconsultant, NOVA Engineering and Environmental, LLC, as necessary during construction.

DRMP will determine the acceptability of all materials and completed work items on the basis of either test results or verifications of certification, certified mill analysis, DOT label, DOT stamp, etc.

9.5 Engineering Services:

DRMP's project personnel will provide all construction management engineering services including: coordination of all parties throughout the construction duration; maintain organized, complete, accurate, and up-to-date documentation of the Contractor's work efforts and related events; provide interpretations of the contract plans, specifications, and contract provisions; make recommendations to the owners representatives on project issues, request for additional compensation, or extra time; and maintain an adequate level of inspection of the completed work. Additional services includes:

1) Schedule and attend kick-off meeting
2) Ensure Contractor's compliance to National Pollution Discharge Elimination System (NPDES) and verify submittal of Storm Water Pollution Prevention Plan (SWPPP)
3) Analyze and track Contractor's schedules (i.e. baseline and revised baseline)
4) Efficiently address and resolve project issues
5) Facilitate Utility coordination between Utility Agencies and Contractor and monitor
6) Field measure and calculate pay quantities to expedite processing Contractor's Pay Requests
7) Monitor Contractor's and Subcontractor's compliance to predetermined wage rates
8) Provide Resident Compliance Specialist to ensure Construction Contract, EEO, DBE compliances are adhered to
9) Conduct field interviews complying with LAP requirements
10) Prepare a monthly report to submit to the County's PIO for distribution
11) Video tape pre-construction conditions throughout project limits
12) Capture and maintain photographic documentation of site pre-construction, during construction and final construction, also photograph any unusual incidents

700 South Palafox Street
Suite 160
Pensacola, Florida 32502
Phone: 850.469.9077
Fax: 850.469.9073

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Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr.

9.6 Geotechnical Engineering:

Prior to pile installation, DRMP will submit the Contractor's Pile Installation Plan for review, comments and approval to FDOT's Geotechnical Engineer. DRMP's inspection staff will monitor, inspect and record pile installation to verify correct location and elevations are obtained. Our bridge inspector will coordinate with the Geotechnical EOR to address any on-site discrepancies.

10.0 PERSONNEL

10.1 General Requirements:

DRMP is prepared to provide staff with the appropriate skills and qualifications to perform: inspection of the Contractor's Work, coordinate Materials Sampling and Testing Services, and Construction Engineering Services.

10.2 Personnel Qualifications:

DRMP will provide qualified CEI inspection as needed through the utilization of a construction Senior Project Engineer, Project Administrator, Resident Compliance Specialist (RCS), Senior Bridge Inspector and Inspectors.

10.3 Staffing:

DRMP will staff the project with qualified personnel for the total duration of the construction project. Our staff will increase and decrease as needed to provide appropriate and sufficient inspection oversite.

11.0 QUALITY ASSURANCE (QA) PROGRAM

A Quality Assurance Plan will be submitted to the County Project Coordinator thirty (30) days after receipt of award of an Agreement. DRMP's QA Plan will outline our organization, method of QA Reviews and approximate timeline for which QA reviews will be administered.

12.0 CERTIFICATION OF FINAL DOCUMENTATION

Thirty (30) days after final acceptance, DRMP will submit "final as-built plans" documenting Contractor's work and provide the County a CD with all contract documents and photos.

Sincerely,
DRMP, Inc.

Marcellette Gardner, P.E.
Senior Project Engineer

700 South Palafox Street
Suite 160
Pensacola, Florida 32502
Phone: 850.469.9077
Fax: 850.469.9073

Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Orlando, Florida
Panama City, Florida
Raleigh, North Carolina
Tallahassee, Florida
Tampa, Florida

1.800.375.3767
www.drmp.com

MEHTA

Over 35 Years

March 3, 2017

Marcellette Gardner, Senior Project Engineer
DRMP, Inc.
700 South Palafox Street, Suite 160
Pensacole, FL 32502

RE: Manish Shah – Larry Castleberry - Quietwater Beach Ferry Landing Project

Dear Marcellette,

This is to certify that Manish Shah's loaded rate is $ 79.87/Hour and Larry Castleberry's loaded rate is $ 88.43/Hour. Whatever stated herewith, is true and correct.

Sincerely,
MEHTA AND ASSOCIATES, INC.

Kiran M. Shah

Kiran M. Shah, Accounting Manager

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

DATE: March 17, 2017	PROPOSAL NO.: 016-20164156
PROJECT NAME AND ADDRESS **Quietwater Beach Landing Site**	**CLIENT NAME AND ADDRESS** **DRMP, Inc** 700 South Palafox Street Suite 161 Pensacola, FL 32502 ATTN: Erica Jernigan, P.E. Phone: 850-469-9077 Fax:
Compensation: NOVA will provide limited routine construction materials testing services as scheduled and directed by the Client's field personnel. Compensation will be on a time and materials basis invoiced monthly in accordance with the attached Schedule of Fees with an estimated budget of $1,000.	

The attached Proposal, including General Terms and Conditions will govern during execution of this project. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days.

If this proposal is acceptable, please sign and return this professional service agreement and attached proposal to wlawrence@usanova.com or fax to (850) 249-6683.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm :
Name	Name:
Title	Address:
Date	E-Mail: Tax ID No.:

CONSTRUCTION MATERIALS TESTING, INSPECTION & ENGINEERING
2017 SCHEDULE OF FEES

I. ENGINEER, CODE PROFESSIONAL AND TECHNICIAN SERVICES:

A. Staff Engineer, Geologist, Code Professional, Forensic Field Representative or Senior Engineering Aide for foundation and subgrade soil or other field inspections, per hour ..... $ 88.00

B. Plan Reviewer, Project Engineer or Project Manager for project management, and review of soil, concrete, roofing, structural steel, fireproofing, reinforcing steel, masonry and other construction materials data, per hour ..... $ 100.00

C. Principal Project Manager/Engineer or P.E., for interpretation, consultation and supervision of Project Engineer, (if needed), per hour ..... $ 170.00

D. Field Engineering Technician for soil, aggregate, asphalt placement, monitoring and testing, reinforcing steel, post tension tendon placement observation activities, concrete, mortar, grout placement monitoring, sampling and testing per hour ..... $ 58.00

E. Laboratory or FDOT CTQP Engineering Technician for soil, aggregate, asphalt, concrete, mortar, grout testing per hour ..... $ 68.00

F. Certified Welding Inspector for visual weld and bolt torque testing of structural steel and precast connections, per hour ..... $ 78.00

G. Level II ASNT Inspector for non-destructive evaluation of structural steel weldments by magnetic particle, dye penetrant or ultrasonic methods, per hour ..... $ 88.00

H. Roofing / Envelope Inspector for monitoring installation procedures of typical roof / envelope system applications, per hour ..... $ 88.00

II. LABORATORY SERVICES:

I. Concrete/Aggregate/Mortar:

1.	Concrete cylinder curing, preparation and compressive strength testing, each	$ 15.00
2.	Grout prism curing, preparation and compressive strength testing, each	$ 20.00
3.	Mortar cube curing, preparation and compressive strength testing, each	$ 20.00
4.	Concrete core curing, preparation and compressive strength testing, each	$ 30.00
5.	Concrete mix design verification, standard, each	$ 225.00
6.	Fine Aggregate Sieve Analysis, each	$ 75.00
7.	Coarse Aggregate Sieve Analysis, each	$ 75.00
8.	Aggregate Specific Gravity	$ 55.00

J. Soils:

1.	Moisture Content, each	$ 15.00
2.	Atterberg Limits, each	$ 75.00
3.	Wash 200, each	$ 65.00
4.	Wash 200 and Hydrometer Analysis	$ 120.00
5.	Specific Gravity, each	$ 45.00
6.	Organic Content, each	$ 75.00
7.	Standard Proctor, each	$ 125.00
8.	Modified Proctor, each	$ 145.00
9.	Limerock or California Bearing Ratio (LBR or CBR)	$ 425.00
10.	Resistivity, Chloride/Sulfate & pH (Corrosion Potential)	$ 225.00
11.	Remolded Falling Head Permeability Test, includes UW & W200, each	$ 250.00

K. Asphalt:

1.	Extraction/Gradation Test, each	$ 165.00
2.	Marshall Stability, and density, each	$ 165.00
3.	Maximum Specific Gravity (Rice) Testing, each	$ 165.00
4.	Core Thickness and Density, each	$ 45.00
5.	Asphalt coring, per core*	$ 55.00*
	* Minimum charge per visit of	$ 400.00

III. MISCELLANEOUS SERVICES

A. Transportation, per mile/trip.....NO CHARGE
B. Personnel Per Diem, per person per day .....$ 150.00
C. GPR Operator and Equipment per hour (4 hour minimum).....$ 150.00
D. Clerical/Drafting, per hour .....$ 58.00
E. Expenses for special subcontractors, equipment, supplies, permits, or other items not customarily provided by NOVA will be charged at cost plus 20%.

NOTES:

1. Hourly rates are portal-to-portal. ***NO*** overtime premium will be charged for services provided outside normal business hours.
2. A three-hour minimum charge is applicable on all field services.
3. Other services and tests are available upon request.
4. These rates are effective for 12 months.
5. If "Threshold Inspection" or "Special Inspection" services as outlined in Chapter 17 of the International Building Code or Florida Building Code are desired to satisfy the design/development team and/or meet local building code requirements our staff is familiar with the Codes and ***QUALIFIED*** to provide such. ***Special Inspector Representatives are invoiced at a rate of $68/hour***.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than $100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than $100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or $100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of $100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA $25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.

Escambia County Board of County Commissioners
Local Agency Program Agreement Project
Solicitation PD 16-17.018

Quietwater Beach Ferry Landing Estimated Project Schedule

Project Activity	Days	Plan Start	Plan Finish	May	June	July	August	September	October
Contractor NTP	10	5/1/2017	5/10/2017						
Material Procurement Period	60	5/11/2017	7/9/2017						
CEI Pre-Services	30	6/9/2017	7/8/2017						
Construction Complete Duration	75	7/9/2017	9/21/2017						
CEI Project Close-out	30	9/22/2017	10/21/2017						
Beach Side									
Mobilization	5	7/9/2017	7/13/2017						
Construction Survey and Layout	3	7/14/2017	7/16/2017						
Timber Pile Installation (12)	10	7/16/2017	7/25/2017						
Timber Access Platform/ Gangway 1	15	7/26/2017	8/9/2017						
Steel Fender/ Guide Pile Installation	20	8/10/2017	8/29/2017						
Landing Float (Prefabricated)	5	8/30/2017	9/3/2017						
Gangway 2/Transition Plate	2	9/1/2017	9/2/2017						
Timber & Aluminum Rail	5	9/3/2017	9/7/2017						
Fire Protection Pipe Intallation	10	9/8/2017	9/17/2017						
Land Side									
Install Ticket Booth	5	8/1/2017	8/5/2017						
Modify Existing Boardwalk	5	8/6/2017	8/10/2017						
Existing Ramp and Handrail Demo	6	8/11/2017	8/16/2017						
Install New Ramp	10	8/14/2017	8/23/2017						
Replace Existing Handrails	5	8/24/2017	8/28/2017						
Guardrail Installation	5	8/29/2017	9/2/2017						
Replace Existing Handrails	5	9/3/2017	9/7/2017						
Wheel Stop, Concrete Ramp & Curb Cuts	5	9/8/2017	9/12/2017						
Punch List	10	9/17/2017	9/26/2017						

Date: 03/03/17

DRMP, Inc.

ESTIMATED COSTS

Project: Quietwater Beach Ferry Landing County Escambia

Employee Classification	Regular Time Manhours	Average Hourly Rate	Raw Salary Cost
Sr. Project Engineer	93	$155.00	$14,415.00
Project Administrator	223	$135.00	$30,105.00
Bridge Inspector 1D	83	$98.00	$8,134.00
Inspector 2D	165	$65.00	$10,725.00
Bridge Inspector 3M	248	$88.43	$21,930.64
Inspector 4M	124	$79.87	$9,903.88
RCS	330	$55.00	$18,150.00
TOTALS	1,266		$113,363.52

DRMP Subtotal	$81,529.00
Subconsultant Subtotal	
Mehta	$31,834.52
NOVA	$1,000.00
TOTAL FEES	**$114,363.52**

CONSULTANT CEI STAFFING ESTIMATE FORM

FINANCIAL PROJECT ID: 436511-2-68-01
PROJECT DESCRIPTION: Quietwater Beach Ferry Landing
COUNTY: Escambia
DATE PREPARED: 3/2/2017

Contract Start Date:	6/9/2017
Contract Days:	75
Final Acceptance:	9/21/2017
Final Submittal:	10/21/2017

436511-2-68-01							
	2017					TOTAL	
	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Man	Man
Personnel	1	2	3	4	5	Months	Hours
Senior Project Engineer	0.093	0.125	0.125	0.125	0.093	0.56	93
Project Administrator	0.225	0.300	0.300	0.300	0.225	1.35	223
Inspector 1D	0.000	0.150	0.200	0.150	0.000	0.50	83
Inspector 2D	0.000	0.300	0.400	0.300	0.000	1.00	165
Inspector 3M	0.000	0.450	0.600	0.450	0.000	1.50	248
Inspector 4M	0.000	0.225	0.300	0.225	0.000	0.75	124
RCS	0.375	0.500	0.250	0.500	0.375	2.00	330
TOTAL	**0.693**	**2.050**	**2.175**	**2.050**	**0.693**	**7.7**	**1266**

	Days	Date Duration	
Contractor NTP	10	5/1/2017	5/10/2017
Material Procurement Period	60	5/11/2017	7/9/2017
CEI Pre-Services	30	6/9/2017	7/8/2017
Construction	75	7/9/2017	9/21/2017
CEI Project Close-out	30	9/22/2017	10/21/2017

Exhibit D

Local Agency Program Federal-Aid Terms for Professional Services Contracts

- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Ail Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Certification Regarding E-Verify System
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Program Certification (FDOT Form #375-040-18)
- Information Sheet for Transactions and Conveyances Corporate Identification
- DBE Participation Statement (FDOT Form #375-030-21)

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

DRMP, Inc.

Name of Consultant

By: Mark E Puckett

1/24/17

Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Advertisement No.	Description	Financial Project Number(s)
PD 16-17.018	LAP Agreement Project CEI for Quietwater Beach Ferry Landing	436511-2-68-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Mark E. Puckett, PE		1/24/17

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/Contractor: DRMP, Inc.

By: Mark E. Puckett, PE

Date: 1/24/17

Title: Vice President

Instructions for Certification

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 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: DRMP, Inc.

By: Mark E. Puckett, PE Date: 1/24/17 Authorized Signature Mark E Puckett

Title: Vice 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*: 700 South Palafox Street, 160 Pensacola, FL 32502 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: Mark E Puckett Print Name: Mark E. Puckett, PE Title: Vice President Telephone No.: 850.640.3904 Date (mm/dd/yyyy): 01/24/2017
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).

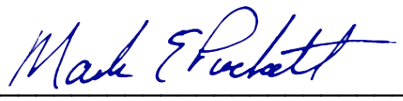
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:
DRMP, Inc.
Business Name

By: 
Signature

Name: Mark E. Puckett, PE
Printed

Title: Vice President
Printed

Date: 1/24/17

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(print name of the public entity)

by Mark E. Puckett, PE-- Vice President
(print individual's name and title)

for DRMP, Inc.
(print name of entity submitting sworn statement)

whose business address is

700 South Palafox Street, Suite 160, Pensacola, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-1791174

(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.

Mark E Puckett
(signature)

Sworn to an subscribed before me this 25 day of January, 2017

Personally known x
OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of Florida

My commission expires 3/21/19

Lisa A Greene Lisa Greene, CPSM
(Printed typed or stamped commissioned name of notary public)

H://PR\MAST_DOC\Uniform Contract Vol I\SwornStmt.on PublicEntityCrimesFloridaStatutes287.133(3)(a) (3/30/06)

LISA A GREENE
Notary Public - State of Florida
Commission # FF 199033
My Comm. Expires Mar 21, 2019
Bonded through National Notary Assn.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(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, and 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 subsection (1).

(4) In the statement specified in subsection (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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

[X] **YES**

[ ] **NO**

NAME OF BUSINESS: Mark E Puckett

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.: 556073

Does it use a registered fictitious name: Yes or (No)

Names of Officers:

President: Wayne D. Chalifoux, PE Secretary: Jon S. Meadows, PE

Vice President: Lawrence L. Smith, Jr., PE Treasurer: Donaldson K. Barton, Jr., PE

Director: _____ Director: _____

Other: Mark D. Prochak, PE, Mark E. Puckett, PE Other: Glenn J. Lusink, PSM

Name of Corporation (As used in Florida):
DRMP, Inc.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: n/a
City, State Zip: n/a
Street Address: 941 Lake Baldwin Lane
City, State, Zip: Orlando, FL 32814

(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: 59-1791174
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: Mark E. Puckett, PE **E-mail:** mpuckett@drmp.com

Telephone Number: 407.896.0594 **Facsimile Number:** 407.896.4836

Name of individual who will sign the instrument on behalf of the company:
Mark E. Puckett, PE
(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:
Vice President

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 9/18/09)

Firms will submit this form in response to the Request for Proposal or alternatively, at the time of Expanded Letter of Response submittal.

Used for Professional Services:

- BDI Set-Asides (Standard note 7 of Professional Services advertisement)
- Advertisements that contain Under-Utilized Work Groups (Standard note 8 of professional services ad)
- Advertisements that contain a DBE/Small Business Aspiration Goal (Standard note 9 of professional services ad)

Contract/Advertisement No.:	FPID #435531-1-68-01
Project Description:	CEI Services for Bob Little Road Sidewalk/Bike Path
Prime Consultant:	DRMP, Inc.

Expected percentage of contract fees to be utilized by DBE(s): n/a %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses n/a %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors are as follows:

Prime (If applicable)	Type of Work	Percentage	DBE	Non-DBE	Small Business
n/a	n/a	%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
Subconsultant/Subvendor (If applicable)	**Type of Work**	**Percentage**			
Mehta & Associates	10.1	5 %	☒	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

Firms listed in the table as DBEs should appear in the Department's listing of DBE's at:
http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx

Professional Services firms listed as "Non-DBE" Small Businesses should appear on the Department's listing of all Non-DBE Small Businesses at: http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at: http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.smbusform.scl

By: Mark E. Puckett Mark E. Puckett, PE

Title: Vice President Date: 1/25/17

State of Florida
Department of State

I certify from the records of this office that DRMP, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 1977.

The document number of this corporation is 556073.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 10, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2017

Secretary of State

Tracking Number: CC3145371147

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

- Department of State
- Division of Corporations
- Search Records
- Detail By Document Number

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Events Name History

DRMP

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Detail by Entity Name
Florida Profit Corporation
DRMP, INC.

Filing Information
Document Number556073FEI/EIN Number59-1791174Date Filed12/27/1977StateFLStatusACTIVELast EventAMENDMENTEvent Date Filed02/06/2017Event Effective DateNONE

Principal Address
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Changed: 03/03/2016

Mailing Address
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Changed: 03/03/2016

Registered Agent Name & AddressCHALIFOUX, WAYNE D
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Name Changed: 06/29/1999

Address Changed: 03/03/2016

Officer/Director Detail**Name & Address**

Title VP, Principal

BARTON, DONALDSON KJR
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Title President, Principal

CHALIFOUX, WAYNE D
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Title VP, Principal

MEADOWS, JON S
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Title VP, Principal

SMITH, LAWRENCE LJR
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Title VP, Principal

Lusink, Glenn
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Title VP, Principal

Puckett, Mark E
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Title VP, Principal

Prochak, Mark
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Title V

FOWLER, SHARON H
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

Annual Reports

Report Year	Filed Date
2016	01/08/2016
2016	03/03/2016
2017	01/10/2017

Document Images

02/06/2017 -- Amendment	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2016 -- ANNUAL REPORT	View image in PDF format
01/06/2015 -- ANNUAL REPORT	View image in PDF format
01/02/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
08/05/2011 -- Name Change	View image in PDF format
01/03/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
01/29/2008 -- ANNUAL REPORT	View image in PDF format
01/30/2007 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
02/06/2004 -- ANNUAL REPORT	View image in PDF format
01/16/2003 -- ANNUAL REPORT	View image in PDF format
01/15/2002 -- ANNUAL REPORT	View image in PDF format
02/26/2001 -- ANNUAL REPORT	View image in PDF format
03/10/2000 -- ANNUAL REPORT	View image in PDF format
06/29/1999 -- Reg. Agent Change	View image in PDF format
02/01/1999 -- ANNUAL REPORT	View image in PDF format
02/17/1998 -- ANNUAL REPORT	View image in PDF format
02/14/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
02/08/1995 -- ANNUAL REPORT	View image in PDF format
04/13/1988 -- Amendment	View image in PDF format

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Events Name History

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ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Solicitation Identification Number PD 16-17.018
LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR QUIETWATER BEACH FERRY LANDING
FDIP: 436511-2-68-01
Federal Project: FLAP-11-F

Letters of Interest Will Be Received Until:
11:59 p.m. CST, Tuesday, January 24, 2017

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591
Attention: Eddie H. Wehmeier

Board of County Commissioners
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Eddie H. Wehmeier
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4953
F: 850.595.4805
e-mail: eddie_wehmeier@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

PD 16-17.018, LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR QUIETWATER BEACH FERRY LANDING
PROJECT FDIP: 436511-2-68-01, Federal Project: FLAP-11-F

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR QUIETWATER BEACH FERRY LANDING
Solicitation Identification Number PD 16-17.018

How to Submit Your Proposal

Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Ail Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Certification Regarding E-Verify System
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Program Certification (FDOT Form #375-040-18)
- DBE Participation Statement (FDOT Form #375-040-83)
- Information Sheet For Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice Of Award:

- Certificate Of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

PD 16-17.018, LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR QUIETWATER BEACH FERRY LANDING
PROJECT FDIP: 436511-2-68-01, Federal Project: FLAP-11-F

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INFORMATION PACKAGE

C.E.I. for Quietwater Beach Ferry Landing Dock

Solicitation Identification Number 16-17.018

Financial Management Number: 436511-2-68-01

Purpose

Escambia County is requesting sealed letters of interest and qualifications from professional firms experienced in Construction Engineering and Inspection services (hereinafter referred to as “CEI”) with said services being used for the Ferry Landing Project (Ferry Landing Project) and as Needed Construction Engineering and Inspection Services. CEI services for the Ferry Landing Project (Ferry Landing Project) for Escambia County is identified in the County’s Local Agency Program contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work 10.4 – Minor Bridge & Misc. Structures CEI and 11.0 – Engineering Contract Administration and Management.

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a letter of interest, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principal is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Scope of Work (see exhibit A)

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES

FOR

Quietwater Beach Ferry Landing
Financial Project ID(s): 436511-2-68-01
Federal Project No.: FLAP-11-F

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SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced manuals, and procedures.

The projects for which the services are required are:

Financial Project IDs: 436511-2-68-01
Descriptions: Quietwater Beach Ferry Dock
County: Escambia

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

Services provided by the Consultant shall comply with current Local, State, and Federal manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly.
Additional work developing within the geographical area of the project may be added at the discretion of the County or FDOT. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
436511-2-68-01	01-23-17	01-31-17	90

4.0 DEFINITIONS:

A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. County Project Coordinator: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.

G. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

I. District Construction Project Manager: The FDOT employee assigned to provide guidance to the Construction Engineering and Inspection Contract and the County while a project is under construction. The employee will serve as one of primary contact during construction and shall be invited to all pre-construction and progress meetings.

J. District LAP Administrator: The FDOT administrator of the District's Local Agency Program and a primary contact. Responsible for ensuring all LAP projects follow federal and state guidelines.

K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

L. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.

M. Public Information Office: The County's office assigned to manage the Public Information Program.

N. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.

O. District Resident Compliance Specialist: The FDOT employee assigned to review documents prepared by the Resident Compliance Specialist to ensure that the project is meeting all compliance functions

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,

2. Specification Package,

3. Copy of the Executed Construction Contract, and

4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 County Documents:

All applicable County documents referenced herein shall be a condition of this Agreement. All County documents, directives, procedures, and standard forms are available, by written request, through the County's Engineering Division

Escambia County Central Office Complex
Transportation & Traffic Operations
Attn: David Forte, Division Manager
3363 West Park Place
Pensacola, Florida 32505
Telephone No. (850) 595-3404

6.2 Field Equipment:

Supply inspection and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.3 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request.
Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the County Project Coordinator in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the County Project Coordinator for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

Seek input from the County Project Coordinator relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the County Project Coordinator as necessary and direct all issues, which exceed delegated authority to the County Project Coordinator for action or direction.

Inform the County Project Coordinator of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.2 Survey Control:

Check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order tomake and record measurements necessary to calculate and document quantities for pay items.

Any questions or requests for "Waiver of Survey" should be directed to the County Project Coordinator.

9.3 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

When applicable, perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with FDOT CPAM Section 10.6, Underwater Bridge Construction Inspection.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the County's procedures.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through observation.
Sampling, testing and laboratory methods shall be as required by the County's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.
Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.

(1) Schedule and attend a meeting with the County Project Coordinator prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting. Schedule and conduct a meeting with the County Project Coordinator prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including LAPIT, as-builts, and other documents necessary for compliance.

(2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida

Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.

(3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications..

(4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and State owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

(7) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with County procedures.

(8) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the FDOT District Contract Compliance Manager as requested.

(9) The Consultant shall perform the field interviews, provide work space and supplies for project compliance files.

(10) The County will provide Public Information Services.

(11) Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Prepare a monthly report to submit to the County's Public Information Office (PIO) for distribution. This report should include information for the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's PIO designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. When required, coordinate general public information meetings, open houses, and community meetings as directed by the County's representatives.

(12) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(13) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained by the Consultant.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of construction through the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media.

9.6 Geotechnical Engineering:

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify

discrepancies, submit monthly progress reports to the FDOT District Geotechnical Engineer (DGE), and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. The Geotechnical Engineer will provide the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification Courses.

1) Drilled Shafts:

   a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provide recommendations to the County within five (5) working days of the Contractor's submission.
   b) Observe installation of test hole {methods shaft(s)} such that it is constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall report on the adequacy of the Contractor's methods within three (3) working days of completion of the test hole {methods shaft(s)} construction.
   c) Observe construction of test holes, load test shafts, and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.
   d) Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
   e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the County within three (3) working days after completion of any shaft. Logs shall be signed and sealed by the Geotechnical Engineer.
   f) Provide a written report of all test shaft installations to the DGE within three (3) working days of shaft completion.
   g) When conditions occur which are different from those indicated on the plans, the Geotechnical Engineer shall immediately report them to the Project Administrator and the DGE. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the DGE for approval.
   h) Hire a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects.
   i) Review concrete placement records to identify possible causes of shaft integrity problems.
   j) Evaluate problems encountered during construction, and coordinate with the Project Administrator and DGE to resolve such problems.

2) Piles:

   a) Review Contractor's Pile Installation Plan and provide comments to the Senior Project Engineer and to the DGE within five (5) working days of the Contractor's submittal.
   b) Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the project. Provide results

(check stresses, design capacity, and ultimate capacity) to the DGE within five (5) working days of the Contractor's submittal.

c) Ensure dynamic testing performed (per the contract documents and when deemed necessary by the DGE) during initial driving and re-drives.

d) When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to determine the driving criteria such as jetting, preforming, pre-drilling, reference elevation, hammer serial number hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the DGE within 24 hours after the test pile driving process is completed. In most cases this information will be requested immediately following test pile completion. Submit electronic Pile Driving Analyzer (PDA) files within 24 hours after the test pile is completed.

e) Ensure Case Pile Wave Equation Analysis (CAPWAP) is performed on test pile data for selected blows, using the latest version. At a minimum, CAPWAP shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested, the end of drive CAPWAP will be performed in the field upon completion of the drive, otherwise it shall be completed within 24 hours of driving the instrumented pile.

f) Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include WEAP utilizing CAPWAP results, to determine the driving criteria that will correlate accurately with driving resistance, blows per foot, energy, stresses and capacity. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE for approval within four (4) working days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions on DVD or CD computer disks.

g) Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the Specifications. Include recommendations as to what to consider firm driving when applicable, to obtain the required minimum penetration.

h) For projects with Embedded Data Collectors (EDCs), provide personnel proficient in operation of EDC monitoring equipment for data collection, interpretation and analysis. Utilize the most current version of Smart-Structures software along with antenna, workstation and stand. Provide qualified personnel capable of making accurate determination of pile acceptability in real time. Pack and submit the collected EDC data to the District Geotechnical office within 24 hours of driving each pile.

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the County Project Coordinator the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The personnel approval shall be submitted to the County Project Coordinator at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current construction requirements and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the County's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with County standards. Also must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

None

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope **or** for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER –

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

FDOT Intermediate MOT

CTQP Final Estimates Level II

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and

making technical decisions related to the office aspects of the project. Should be familiar with the County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will

be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI ASPHALT PLANT INSPECTOR- High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:
CTQP Asphalt Plant Level I
CTQP Asphalt Plant Level II

PUBLIC INFORMATION OFFICER- High School Graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for at least three (3) years.

CEI RESIDENT COMPLIANCE SPECIALIST- High School Graduate or equivalent with one (1) year of experience as a resident compliance specialist on a construction project or two (2) years of assisting the compliance specialist in monitoring the project. Should have prior experience in both State and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as well as spend time at the District Compliance office as determined necessary.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the County Project Coordinator. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with County/FDOT specifications, plans, standard indexes, and County procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the County Project Coordinator in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL DOCUMENTS:

Prepare documentation and records in compliance with the Agreement and County Procedures.
Certify and submit one (1) set of final "as-built plans" documenting the Contractor's work.

At the Consultant's final pay request from the County, the Consultant shall supply one (1) CR/DVD of all files, in original format, associated with the project. The CD/DVD must be accepted by the County prior to final payout.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar

days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 25th day of the following month.

If the monthly invoice cannot be submitted on time, notify the County prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the County Project Coordinator via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the County in electronic format in accordance with County procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the County.

A Final Invoice will be submitted to the County no later than the 60th day following Final Acceptance of the individual project or as requested by the County.

14.0 OTHER SERVICES:

Upon written request, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 CONTRACT AUTHORITY

FDOT shall be the final authority in considering modifications to the LAP Agreement and/or Supplemental Agreement for time and money. The County shall have all other authority over the Consultant of this Contract.

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer
	06	Architect
	57	Structural Engineer
Secondary	02	Administrative
	08	CADD Technician
	15	Construction Inspector
	16	Construction Manager
	18	Cost Engineer/Estimator
	24	Environmental Scientist
	27	Foundation/Geotechnical Engineer
	29	Geographic Information System Specialist
	38	Land Surveyor
	48	Project Manager
	55	Soils Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	R04	Recreation Facilities (Parks, Marinas, etc0
	P05	Planning (Site, Installation and Project)
Secondary	C14	Conservation and Resource Management

C15	Construction Management
C16	Construction Surveying
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
E09	Environmental Impact Studies, Assessments or Statements
E11	Environmental Planning
G04	Geographic Information System Services: Development, Analysis, and Data Collection
H07	Highways; Streets; Airfield Paving; Parking Lots
L02	Land Surveying
F03	Fire Protection
S05	Soils and Geologic Studies; Foundations
S10	Surveying; Platting; Mapping; Flood Plain Studies
T04	Topographic Surveying and Mapping
W02	Water Resources; Hydrology; Ground Water

I. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. **Government Forms Software: http://submittals.myescambia.com/**

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. **CONDUCT OF PARTICIPANTS**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or

(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. **IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT**

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

II. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Points Allowed	Criteria
60	**Qualifications and overall CEI experience and ability of the firm and its proposed staff to complete projects of a similar nature (60 points).** Please describe all relevant experience as it relates to construction, civil engineering, marine construction, marine engineering, and floating dock experience that the proposed team has been directly involved with, and how that satisfies the CEI requirements of the City's project as described in Section III. List the projects which best illustrate the experience of the firm and current staff to be assigned to this project. (List no more than 5 projects, and no projects which were completed more than 10 years ago.) In determining the level of comparability between projects, the City will consider the nature of the previous contractual relationships.
10	**Ability to meet schedule(s) (10 points).** With respect to the projects outlined in item "C" above, provide information with respect to: 1. Attest to Staff availability to support CEI requirements of the project

as described in Section III
2. Claims history
3. Current work load

30 **FDOT Local Agency Program (LAP) and Federal Highways program reporting experience (30 points)**

Describe recent FDOT LAP program experience and level of effort provided in support of any specific construction project. Include LAP program familiarity as it relates to LAP processes, procedures, documentation and compliance reporting required. Detail use and experience with the FDOT's LAPIT web-based project management tool.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

III. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**Tuesday, January 03, 2017**
Letters of Interest due date	**11:59 p.m. CST, Tuesday, January 24, 2017**
Short-Listing Meeting	**3:30 p.m. – 5:00 p.m. CST, Monday, January 30, 2017**
Discussions, Ranking Meeting	**1:00 p.m. - 5:00 p.m. CST, Thursday, February 09, 2017**
Written Scope due to Committee for Review	**Friday, February 17, 2017**
Fee Proposal due to Committee for Review	**Monday, February 20, 2017**
1st Negotiations with First Ranked Firms	**3:00 p.m. - 5:00 p.m. CST, Wednesday, February 22, 2017**
2nd Negotiations with First Ranked Firms	**3:00 p.m. - 5:00 p.m. CST, Monday, February 27, 2017**
Board of County Commissioners approval	**Thursday, March 21, 2017**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an

intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **Thursday, February 23, 2017.**

IV. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

   11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
   11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. **Standard Form (SF) 330 – Part I (GFS format)**
   Generated by GovernmentForms.software®, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
   - Standard Form (SF) 330 - Part I, Section D
     - For each individual shown on the organizational chart list the following:
       - Name
       - Position relative to the project
       - Firm
       - Position in the firm
   - Standard Form (SF) 330 - Part I, Section E
     - For each individual shown on the organizational chart list the following:
       - Name
       - Position relative to the project
       - Firm
       - Position in the firm
       - Experience pertaining to the following:
         - Highways or Roads and associated infrastructure specifically indicating experience with:
           - Florida Green Book
           - Escambia County Technical Specifications
           - FDOT Design Standards
           - AASHTO Standards
           - ADA requirements
           - LAP Manual (specifically Chapter 19), two (2) examples minimum
           - MUTCD requirements
         - Drainage Design
           - Familiarity with drainage basin studies and how such studies are performed
           - Experience preparing drainage designs
           - Experience modeling stormwater designs
         - Environmental permitting and utility coordination
           - Familiar with Environmental Resource Permitting requirements of:
             - Northwest Florida Water Management District
             - Florida Department of Environmental Protection
             - Army Corps of Engineers
           - Familiar with and have an understanding of the utility companies that may be impacted during the design and construction of the project
             - One (1) example addressing a solution provided to alleviate the need for utility relocation.

        - Ability to communicate effectively with Staff, Contractors, or residents. Specifically address where the ability to communicate with Escambia County, contractors, or residents helped solve a problem that arose after the design was complete.
- Standard Form (SF) 330 - Part I, Section F
    - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following (except as specifically noted):
        - Highways or Roads and associated infrastructure specifically indicating experience with:
            - Florida Green Book
            - Escambia County Technical Specifications
            - FDOT Design Standards
            - AASHTO Standards
            - ADA requirements
            - LAP Manual (specifically Chapter 19), two (2) examples minimum
            - MUTCD requirements
        - Drainage Design
            - Familiarity with drainage basin studies and how such studies are performed
            - Experience preparing drainage designs
            - Experience modeling stormwater designs
        - Environmental permitting and utility coordination
            - Familiar with Environmental Resource Permitting requirements of:
                - Northwest Florida Water Management District
                - Florida Department of Environmental Protection
                - Army Corps of Engineers
            - Familiar with and have an understanding of the utility companies that may be impacted during the design and construction of the project
                - One (1) example addressing a solution provided to alleviate the need for utility relocation.
        - Ability to communicate effectively with Staff, Contractors, or residents. Specifically address where the ability to communicate with Escambia County, contractors, or residents helped solve a problem that arose after the design was complete.
- Standard Form (SF) 330 - Part I, Section G
- Standard Form (SF) 330 - Part I, Section H
    - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
        - Past Performance:
            - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
                - Performance record

        - Background Experience
        - Technical Expertise
    - Current Work
        - Proposers shall list all currently active contracts or task orders with the following:
            - Escambia County, Florida,
            - Other Government Entities,
            - Private, and provide the following relative information
                - Contract or Task Order name
                - Current status
                - Costs
                    - Original cost, to include any change orders
                    - Remaining balance
    - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
    - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
    - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years
    - Proposers shall include any additional information to represent your firm for consideration.

3. Letter of Interest (PDF format)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

Documents

The following forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
  Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Ail Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Certification Regarding E-Verify System
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes

- Drug-Free Workplace Program Certification (FDOT Form #375-040-18)
- DBE Participation Statement (FDOT Form #375-040-83)
- Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

By:_____ _____
Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Advertisement No.	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No.	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

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/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

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 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.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(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, and 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 subsection (1).

(4) In the statement specified in subsection (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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **YES**

☐ **NO**

NAME OF BUSINESS:_____

Firms will submit this form in response to the Request for Proposal or alternatively, at the time of Expanded Letter of Response submittal.

Used for Professional Services:

- BDI Set-Asides (Standard note 7 of Professional Services advertisement)
- Advertisements that contain Under-Utilized Work Groups (Standard note 8 of professional services ad)
- Advertisements that contain a DBE/Small Business Aspiration Goal (Standard note 9 of professional services ad)

Contract/Advertisement No.:	
Project Description:	
Prime Consultant:	

Expected percentage of contract fees to be utilized by DBE(s): _____ %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses _____ %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors are as follows:

Prime (If applicable)	Type of Work	Percentage	DBE	Non-DBE	Small Business
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
Subconsultant/Subvendor (If applicable)	**Type of Work**	**Percentage**			
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐
		%	☐	☐	☐

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

Firms listed in the table as DBEs should appear in the Department's listing of DBE's at:
http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx

Professional Services firms listed as "Non-DBE" Small Businesses should appear on the Department's listing of all Non-DBE Small Businesses at: http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at: http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.smbusform.scl

By: _____

Title: _____ 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)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 9/18/09)

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this th day of_____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and_____, a for-profit corporation authorized to transact business in the State of Florida, whose address is_____, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever t term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The ent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for_____.

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ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of _____ ($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

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(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, he Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $_____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

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ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described Section 5.3, is to be paid as follows: A lump sum amount of_____($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

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(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United 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 least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

_____ _____
_____ County Administrator
_____ P.O. Box 1591
Pensacola, Florida _____ Pensacola, Florida 32597-1591

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ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

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more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

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9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

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terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 Complianc with Laws: The Consultant agrees to comply, at its own 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 the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

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9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

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above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

(g) Watercraft Liability Coverage. Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired. Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

(h) United States Longshoreman and Harbor workers Act Coverage. The workers compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act coverage for exposures which may arise from this agreement or contract.

(i) Jones Act Coverage. The workers compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

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(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

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(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment lity of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding e design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and _____, 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:

_____
Witness

By: _____
County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
_____, a _____
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
(Name), (Title)

By: _____
_____Secretary

Date:

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C Fee

Schedule

SAMPLE

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd FLOOR – PENSACOLA, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
TELEFAX (850) 595-4805
http://submittals.myescambia.com

NOTICE TO FIRMS

RESULTS OF THE SELECTION COMMITTEE MEETING

DESCRIPTION: (RLI) LAP CEI for Quietwater Beach Ferry Landing
PD 16-17.018

DATE/TIME HELD: **January 30, 2017 @ 3:30 p.m. CST**

RESULTS: **The Committee Short-Listed as follows:**

HDR CCC
DRMP, Inc.
Volkert, Inc.

CONTACT: Eddie H. Wehmeier, Purchasing Specialist
eddie_wehmeier@myescambia.com

Noticed via e-mail 1/31/17

ehw

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd FLOOR – PENSACOLA, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
TELEFAX (850) 595-4805
http://www.myescambia.com/business/solicitations

NOTICE TO SHORT-LISTED FIRMS

RESULTS OF THE SELECTION COMMITTEE MEETING

DESCRIPTION: **(RLI) PD 16-17.018, LAP C.E.I. for Quietwater Beach Ferry Landing**

DATE/TIME HELD: **February 9, 2017 beginning @ 1:30 p.m. CDT**

RESULTS: **The Committee Ranked as follows:**

#1 DRMP, Inc.
#2 HDR CCC
#3 Volkert, Inc.

CONTACT: Eddie H. Wehmeier, Purchasing Specialist
eddie_wehmeier@myescambia.com

Noticed via e-mail 02/10/17

EHW

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No.	PD 16-17.018
Name	Local Agency Program Agreement C.E.I. (Construction Engineering Inspections) for Quietwater Beach Ferry Landing
Type	Shortlist
Evaluations Due	Not Defined

Print

	HDR CCC	DRMP, Inc.	Volkert, Inc. (CORPORATE)
⊞ Tom Brown	90	100	100
⊞ Shomari V Rawls	37	47	41
⊞ David V Forte	95	94	96
⊞ Dwight Austin	73	67	76
Grand Total	**295**	**308**	**313**
Average Score	**73.8**	**77.0**	**78.3**
Progressive Rank (Cummulative Position)	**3** (10)	**2** (8)	**1** (6)

(100% Complete) **Post Scores**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13418 **County Administrator's Report 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Amendment #2 to SHIP Agreement with Northwest Florida Community Housing Development Corporation
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #2 to the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #2 to the SHIP (State Housing Initiatives Partnership) Program Agreement with Northwest Florida Community Housing Development Corporation:

A. Approve Amendment #2 to the Escambia County SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation to extend the Contract end date through March 31, 2018, subject to Legal review and approval; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all project-related documents as required to implement the project.

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

BACKGROUND:

On August 18, 2016, the Board approved a SHIP Agreement with Northwest Florida Community Housing Development Corporation (NFCHDC) to administer a disaster recovery program to help with replacement housing for owner occupants due to the February 2016 tornados. Amendment #1 was approved on July 18, 2017 to extend the Agreement through December 31, 2017 due to delays in getting clients qualified who encountered title and other legal issues. NFCHDC has been able to leverage the Community Contribution Tax Credit Program (CCTCP) with SHIP funds to complete eleven replacement homes under this program. All eleven homes received a certificate of occupancy by November 2017, but NFCHDC has requested an additional 90 days (request attached as Exhibit I) as permitted in Article X of the original Agreement

in order "to fully complete activities based on unexpected events or impediments or delays in funding or lack of eligible units or homeowners." This extension (Exhibit II) will permit NFCHDC to insure that all final paperwork will be in place for proper accounting and closeout of this project.

BUDGETARY IMPACT:

The funding required for this project is budgeted in Fund 120/2016 SHIP, Cost Center 370202. No additional funds are being requested through this recommendation. All funds will be expended prior to the 2016 SHIP expenditure deadline.

LEGAL CONSIDERATIONS/SIGN-OFF:

This extension request is subject to legal review and signoff.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

SHIP funding Agreements and Amendments must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The SHIP project will continue to be coordinated through the Neighborhood Enterprise Division jointly with the Northwest Florida Community Housing Development Corporation.

Attachments

Ex I-Extension Request

Ex II-Amendment #2

Meredith Reeves

From: Tim Evans <tevans@PENSACOLAHABITAT.ORG>
Sent: Wednesday, December 20, 2017 12:52 PM
To: Meredith Reeves
Cc: Harold Coats (COC); Dianne McMaster; Hal Major
Subject: RE: Northwest Florida Community Housing Development Corp. Century recovery project

Meredith –

Following several conversations in house, and just having years of experience in chasing trailing costs and meeting with unexpected expenses in what are otherwise normal development projects we feel it would be best to exercise the option for the 90 days extension to close out the Century recovery project.

As everyone is well aware, very little of this entire project has gone as smoothly as any of us would have liked, and while it is possible, we probably should not expect the last few issues (final costing, tax credit payments, etc) to clear easily and/or quickly. Let me know if there is anything we need to submit to formalize this request for extension.

Thank you.

Timothy H. Evans
Executive Director / CEO
Pensacola Habitat for Humanity
300 West Leonard Street
Pensacola, Florida 32501
850.434.5456

From: Meredith Reeves [mailto:MAREEVES@myescambia.com]
Sent: Tuesday, December 19, 2017 3:56 PM
To: Tim Evans <tevans@PENSACOLAHABITAT.ORG>
Cc: Harold Coats (COC) <HCOATS@escambiaclerk.com>; Dianne McMaster <dmcmaster@PENSACOLAHABITAT.ORG>
Subject: RE: Northwest Florida Community Housing Development Corp. Century recovery project
Importance: High

Tim,
For purposes for SHIP, the invoices should be dated 12/31/17 or earlier or the invoices should state that they are for services rendered by December 31, 2017. They don't need to be paid before the 12/31/17 deadline.

If you think that anything will fall outside of these perimeters, then let me know and I'll get with legal. Unfortunately, there was only was BCC meeting in December, so we will have to address at a meeting in January if there is need for 90 day extension.

Let me know what you find out once you confer with your vendors.

Thanks,
Meredith

From: Tim Evans [mailto:tevans@PENSACOLAHABITAT.ORG]
Sent: Monday, December 18, 2017 3:07 PM
To: Meredith Reeves <MAREEVES@myescambia.com>; Randy Wilkerson <Randy.Wilkerson@escambiahfa.com>; 'pat.lott@escambiahfa.com' <pat.lott@escambiahfa.com>
Cc: Hal Major <hmajor@PENSACOLAHABITAT.ORG>; Dianne McMaster <dmcmaster@PENSACOLAHABITAT.ORG>
Subject: RE: Northwest Florida Community Housing Development Corp. Century recovery project

We are checking for the answer to your question, Meredith.

To dig into the specifics, do the invoices need to be within the 12/31/2017 contract year, or both invoices and payments? We'll need to hurry up our vendors to bill us out of their normal cycle if the latter is the case, and even then we may be reaching out to offices that have already closed for the holidays (or for hunting season).

We'll let you know what it looks like, but we may need that 90 day option if we can't get a quick reply from our vendors.

Timothy H. Evans
Executive Director / CEO
Pensacola Habitat for Humanity
300 West Leonard Street
Pensacola, Florida 32501
850.434.5456

From: Meredith Reeves [mailto:MAREEVES@myescambia.com]
Sent: Monday, December 18, 2017 1:19 PM
To: Tim Evans <tevans@PENSACOLAHABITAT.ORG>; Randy Wilkerson <Randy.Wilkerson@escambiahfa.com>; 'pat.lott@escambiahfa.com' <pat.lott@escambiahfa.com>
Cc: Hal Major <hmajor@PENSACOLAHABITAT.ORG>; Dianne McMaster <dmcmaster@PENSACOLAHABITAT.ORG>
Subject: RE: Northwest Florida Community Housing Development Corp. Century recovery project

Tim,
Do you expect any expenditures to be dated after 12/31? If not, we don't need to do an extension.

If so, please let me know at your earliest convenience.
Meredith

From: Tim Evans [mailto:tevans@PENSACOLAHABITAT.ORG]
Sent: Monday, December 18, 2017 1:17 PM
To: Meredith Reeves <MAREEVES@myescambia.com>; Randy Wilkerson <Randy.Wilkerson@escambiahfa.com>; 'pat.lott@escambiahfa.com' <pat.lott@escambiahfa.com>
Cc: Hal Major <hmajor@PENSACOLAHABITAT.ORG>; Dianne McMaster <dmcmaster@PENSACOLAHABITAT.ORG>
Subject: Northwest Florida Community Housing Development Corp. Century recovery project

Greetings all –

As of last Friday (12/15/17) we have completed all construction and 'turned over' ownership for the last two of the 16 homes built in the community of Century through our contracts with the Escambia County SHIP Disaster Recovery Housing Program and with the Escambia County Housing Finance Authority .

According to the recovery project's contract with Escambia County (as modified by Amendment 1, Escambia County SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement, Disaster Recovery Housing Program, dated August 18, 2017), the contractual relationship terminates on December 31, 2017. The contract with the ECHFA mirrors that with the County with regard to 'Standards and Provisions', which would presumably include duration. In anticipation of completing all of our contractual obligations by the December 31 date, I am writing to inquire from both of our project funding partners what your expectations/requirements are for the contract to be deemed 'complete'.

With the final two homes just being turned over last week we anticipate some late trailing costs associated with each home. It may be necessary, considering the holidays upon us, that we take advantage of the contractually allowed optional 90 day extension in order to 'fully complete activities' (Section 3. Article X, Section 10 – amended). I believe everyone would allow that this project has had its share of "unexpected events or impediments".

Please let us know your specific requirements for completion.

Thank you.

Tim Evans
Northwest Florida Community Housing Development Corporation
300 West Leonard Street
Pensacola, Florida 32501
850.434.5456

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.
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.

AMENDMENT #2
Escambia County SHIP Program
Substantial Rehabilitation/Reconstruction Project Agreement
Disaster Recovery Housing Program

THIS Amendment, made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, ("County"), FID# 59-6000598 and **NORTHWEST FLORIDA COMMUNITY HOUSING DEVELOPMENT CORPORATION**, a not for profit corporation organized under the laws of the State of Florida ("Agency"), FID #47-1093103.

WITNESSETH:

WHEREAS, on August 18, 2016, the parties previously entered into a Substantial Rehabilitation/Reconstruction Project Agreement for the purpose of substantial rehabilitation or reconstruction of single family housing units owned and occupied by low income persons affected by the February 2016 tornado events through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program (hereinafter referred to as "SHIP Program" or "the Program"); and

WHEREAS, on July 18, 2017, the parties entered into an Amendment #1 to the Agreement to provide a time extension to provide for completion of homes due to delays in client application approvals and other unforeseen issues; and

WHEREAS, Agency has requested a 90 day extension to complete all project paperwork for completed homes; and

WHEREAS, the County and Agency now wish to amend the Agreement to extend the term provided under the Agreement to provide for completion of all project paperwork as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Agency hereby agree to amend the Agreement as follows:

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

SECTION 2. ARTICLE X, Section 10 is amended to read as follows:

10. Agency and County agree to target completion of all activities under this Agreement on or before ~~December 31, 2017~~ March 31, 2018. ~~However, the Agency shall have the option to request additional time of up to 90 days to fully complete activities based on unexpected events or impediments or delays in funding or lack of eligible units or homeowners.~~

SECTION 3. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 4. The effective date of this Amendment shall be December 31, 2017.

SECTION 5. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY:_____
Jeff Bergosh, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: January 4, 2018

Escambia County Legal Department Approval:

S E A L

Northwest Florida Community Housing Development Corporation, a not for profit corporation organized under the laws of the State of Florida

WITNESSED:

By:_____

Print Name:_____

By:_____
Timothy Evans, Chairman

By:_____

Print Name:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13422 **County Administrator's Report 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/04/2018
Issue: Canvassing Board Appointments
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Board of County Commissioners' Canvassing Board Appointments - Jack R. Brown, County Administrator

That the Board take the following action:

A. Appoint Commissioner Jeff Bergosh, Chairman, as the Board of County Commissioners' (BCC's) Canvassing Board appointee;

B. Appoint Commissioner Steven Barry, as the BCC's First Alternate to the Canvassing Board;

C. Appoint Commissioner Lumon May, as the BCC's Second Alternate to the Canvassing Board; and

D. Approve out-of-County travel for Commissioner Jeff Bergosh to attend the 2018 Florida State Association of Supervisor of Elections (FSASE) Annual Canvassing Board Workshop in Orlando, Florida, on April 20, 2018.

[Funding: Fund 001, General Fund, Cost Center 110101, Object Codes 54001, 55401, and 55501]

BACKGROUND:

Florida Statutes, Section 102.141, established the composition of County Canvassing Boards. Under Section 102.141(1), the County Canvassing Board shall be composed of the Supervisor of Elections; a County Court Judge, who shall act as Chair; and the Chair of the Board of County Commissioners.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from budgeted funds within Cost Center 110101, Object Codes 54001, 55401, and 55501.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Travel authorizations/reimbursements are in compliance with Florida Statutes, Chapter 112.061, Per Diem and Travel Expenses, and the Board of County Commissioners' Policy "Out-Of-County Travel, Section I, Part C.4."

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will coordinate the travel arrangements.

Attachments

FSASE Canvassing Board Workshop Fact Sheet

FACT SHEET

FSASE CANVASSING BOARD WORKSHOP
FRIDAY, APRIL 20, 2018

WHAT: FSASE Canvassing Board Workshop

WHEN: Friday, April 20, 2018
9:00 AM Registration/ 10:00 AM to 3:30 PM Program

WHERE: The Florida Hotel and Conference Center
1500 Sand Lake Road
Orlando, Florida 32809

WHO: County Judges, County Commissioners, Supervisors of Elections, Alternate Members and Canvassing Board Attorneys

FEE: $80.00 (on-line $85.20) per attendee. You can either go to www.myfloridaelections.org (FSASE website) to complete registration form and pay online OR complete the registration form and mail with payment to FSASE at PO Box 350, Tallahassee, Florida 32302-0350

Deadline for Workshop registration is Friday, March 30, 2018
Deadline for cancellation with refund is Friday, April 13, 2018

TOPICS TO BE DISCUSSED:

Importance and Organization of the County Canvassing Board
Vote by Mail Ballots, Determining Voter Intent, Recounts, Post-Election Audit
Canvassing Board Legal Protection
Canvassing and Election Reports
2018 Legislative Changes, if any

EDUCATIONAL CREDITS:

Will be requested for County Judges, County Attorneys, and Supervisors of Elections

HOTEL ACCOMMODATIONS: The Florida Hotel and Conference Center
1500 Sand Lake Road
Orlando, Florida 32809
Online: www.myfloridaelections.org
Phone: 800-588-4656
Be sure to mention FSASE when making you reservations to receive the contracted rate.

Room Rates - $135.00 (includes Internet, newspaper, 2 bottles of water, key accessible gated parking and 24 hour access to the business and fitness centers). Hotel Deadline for Special Rate of $135/night is Tuesday, March 20, 2018, 5pm – or until block is full. Reservations cancelled within 72 hours of arrival will be charged one night's room and tax, including no-shows. **Be sure to have your tax exemption certificate available.**

FSASE CANVASSING BOARD WORKSHOP

The Florida Hotel & Conference Center
Orlando, Florida
Friday, April 20, 2018
9AM Registration
10:00 AM TO 3:30 PM Program

REGISTRATION FORM

Name as it should appear on the Registration list:

_____

First Name **Last Name** **County**

Please check one:

- ☐ **County Commissioner**
- ☐ **Alternate County Commissioner**
- ☐ **Supervisor of Elections**
- ☐ **County Judge-Bar No.:**_____
- ☐ **Alternate County Judge-Bar No.:**_____
- ☐ **Attorney – Bar No.:**_____
- ☐ **Other**_____

Mailing Address:_____

City:_____ **Florida Zip Code:**_____

Phone No:_____ **Email:**_____

Workshop fee is **$80.00** (online $85.20) per attendee. You can either go to www.myfloridaelections.org (FSASE website) to complete registration form and pay online OR complete the registration form and mail with payment to **FSASE** at **PO Box 350, Tallahassee, Florida 32302-0350**

Registration Deadline – _____, 2018

For more information regarding registration, contact Ron Labasky, General Counsel, Florida State Association of Supervisors of Elections at 850-599-9120.

Office Use Only:
Amt. Paid:_____ Date Received:_____ Receipt No.:_____By:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13382 **County Administrator's Report 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/04/2018
Issue: STATE LAW ENFORCEMENT TRUST FUNDS
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. The Greater Pensacola Junior Golf Association, Inc., in the amount of $5,000;

B. The PACE Center for Girls in the amount of $20,000; and

C. The Sacred Heart Foundation (Mall Ball), in the amount of $5,000.

Upon approval of these funding allocations the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations, Object Code 58201]

BACKGROUND:

Per F.S. 932.7055, certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):
Greater Pensacola Junior Golf Association, Inc. - $5,000
Pace Center for Girls - $20,000
Sacred Heart Foundation - $5,000

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Greater Pensacola Junior Golf Association
Pace Center For Girls
Sacred Heart Foundation

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

5 December, 2017

Escambia Board of County Commissioners
Attn: Stephan Hall, Budget Manager

Dear Stephan,

ECSO has withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To the best of our knowledge, there has been no activity whatsoever to develop a new EBOCC process for approval of these requests.

Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The Statute further provides that I have the discretion to determine which programs will received the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

David Morgan, Sheriff

CC: Jack Brown, County Administrator

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 4, 2017

Greater Pensacola Junior Golf Association, Inc.
Attn: (Marty Stanvich)
Address: 3924 West Navy Boulevard, Pensacola, FL 32507

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated November 21, 2017.

Dear Marty Stanvich
We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for safe neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding as approved by the Sheriff is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.
Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

COPY

FLORIDA
ACCREDITED

DONATION

#3703

ESCAMBIA C
AF
STATE LAW ENFO

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING ☐ EVENT ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☑ W-9 and ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Greater Pensacola Junior Golf Association, Inc. DATE 11/21/2017

POINT OF CONTACT Marty Stanovich PH# (850) 456-7010

EMAIL ADDRESS: mstanovich@thefirstteenwfl.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (allow 2-3 weeks for processing) 12/22/2017 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: The First Tee of Northwest Florida

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street 3924 West Navy Boulevard City Pensacola State FL Zipcode 32507

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief MMS (initial)

NAME OF CERTIFYING OFFICIAL: Marty Stanovich

TITLE OF CERTIFYING OFFICIAL: President & CEO

SIGNATURE (Digital)

DATE: 11/21/2017

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		☑	☐	
CHIEF		☑	☐	
CFO		☑	☐	AMOUNT APPROVED
SHERIFF		☑	☐	$5,000.00
CFO ASSISTANT				

Date processed

11/2015

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUTE 932.7055

DAVID MORGAN, SHERIFF

DATE 12/4/2017

ORGANIZATION/AGENCY NAME:

Greater Pensacola Junior Golf Association, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

MORE THAN A SPORTS PROGRAM FOR KIDS & TEENS--The mission of The First Tee of Northwest Florida is to positively impact the lives of young people by promoting character development and life-enhancing values through the First Tee's " Life Skills Learning Experience " and the game of golf. The Mission is based on Nine Core Values: Honesty, Integrity, Sportsmanship, Respect, Confidence, Responsibility, Perseverance, Courtesy, and Judgment.

Since the founding of our Local Chapter in 2003, we have worked to spread character education and junior golf to the counties of the Florida Panhandle through 102 National School Programs in area (K-5) schools and 14 Golf Course program sites.

Incorporating the Summer Tour of the Greater Pensacola Junior Golf Association and presenting the annual Divot Derby Week (est. 1958), we strive in particular to reach young people who otherwise might not have an opportunity to learn and play the game of golf and to learn its inherent values. The First Tee of Northwest Florida is committed to growing the game while ensuring that our programs are accessible and affordable to youth of all backgrounds, diversities, social strata and physical abilities, and always regardless of income or ability to pay.

WE WILL USE THESE MONIES TO DIRECTLY SUPPORT YOUTH WHO DO NOT HAVE THE ABILITY TO PAY EVEN A SMALL PARTICIPATION FEE; OFFERING HALF SCHOLARSHIPS FOR STUDENTS ON REDUCED LUNCH AND FULL SCHOLARSHIPS FOR STUDENTS ON FREE LUNCH. WE WILL ALSO FUND 3-5 OUTREACH OPPORTUNITIES FOR FESTIVALS TO SPREAD AWARENESS REGARDING OUR PROGRAMS AND THESE SCHOLARSHIP OPPORTUNITES. THIS GRANT WILL ALSO SUPPORT OUR OPERATIONS AT OUR WARRINGTON FACILITY, 3924 WEST NAVY BOULEVARD

SLET SPONSORSHIP

Date Received: 11/27/17

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

$ 2500.00 12/16/15

☑ PREVIOUSLY APPROVED

ORGANIZATION/AGENCY NAME:

Greater Pensacola Junior Golf Association, Inc.

TYPE OF EVENT

☑ BANQUET ☐ LUNCHEON ☐ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office RSVP REQUIRED: ☑ YES ☐ NO

NUMBER OF TICKETS	8	RESPOND NO LATER THAN	07/19/2018
NUMBER OF TABLES	1	POINT OF CONTACT	Allee' Blay
NUMBER OF GUESTS	8	PHONE NUMBER	(850) 456-7010
		E-MAIL	~~alleb~~allieb@thefirstteenwfl.org

CONTACT INFORMATION

Questions concerning application or financial confirmations

JUDI FELTY 436-9949

EMAIL: SLETDonations@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations

ALLISON MORGAN 554-1385

EMAIL: almorgan@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo andstatement MUST appear on all printed material.When the SLET Sponsorship application has been approved you will be given the artwork(.png and .pdf formats) to be used on all printed material.

SUBMIT

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Greater Pensacola Junior Golf Association

2 Business name/disregarded entity name, if different from above
The First Tee of Northwest Florida

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 1
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3924 West Navy Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32507

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	3	2	8	8	7	9	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 3/28/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

8-10-95

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
401 W. PEACHTREE ST. NW
ATLANTA, GA 30365

DEPARTMENT OF THE TREASURY

Attachment "A"

Date: AUG 08 1995

THE GREATER PENSACOLA JUNIOR GOLF
ASSOCIATION INC
C/O WILLIAM V LINNE
PO BOX 12347
PENSACOLA, FL 32582-2347

Employer Identification Number:
59-3288799
Case Number:
585173024
Contact Person:
ROBERTA VAN METER
Contact Telephone Number:
(404) 331-~~0195~~ 0193
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
January 6, 1995
Advance Ruling Period Ends:
December 31, 1999
Addendum Applies:
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of $10 a day when a return is filed late, unless there is reasonable

cause for the delay. However, the maximum penalty we charge cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

THE GREATER PENSACOLA JUNIOR GOLF

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Nelson A. Brooke
District Director

Enclosure(s):
Addendum
Form 872-C

00032

FLORIDA
DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
08/28/07

85-8012624362C-9	05/07/2007	05/31/2012	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

GREATER PENSACOLA JUNIOR GOLF
ASSOCIATION INC
101 W MAIN ST
PENSACOLA FL 32502-5711

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA
DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

0000020 01/19/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012624362C-9	05/31/2017	05/31/2022	501(C)(3) ORGANIZATION

This certifies that

THE GREATER PENSACOLA JUNIOR GOLF
ASSOCIATION INC
3924 W NAVY BLVD
PENSACOLA FL 32507-1200

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

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5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

5 December, 2017

Escambia Board of County Commissioners
Attn: Stephan Hall, Budget Manager

Dear Stephan,

ECSO has withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To the best of our knowledge, there has been no activity whatsoever to develop a new EBOCC process for approval of these requests.

Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The Statute further provides that I have the discretion to determine which programs will received the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

David Morgan, Sheriff

CC: Jack Brown, County Administrator

COPY

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 4, 2017

PACE Center for Girls
Attn: (Laurie Rodgers)
Address: 1028 Underwood Avenue, Pensacola, FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated September 25, 2017.

Dear Laurie Rodgers
We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for crime prevention, drug abuse education, or drug prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $20,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding as approved by the Sheriff is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.
Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

COPY

FLORIDA
ACCREDITED

ESCAMBIA C
AP
STATE LAW E
MC

DONATION

#1484

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING ☐ EVENT ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☑ W-9 and ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: PACE Center for Girls DATE 09/25/2017

POINT OF CONTACT Laurie Rodgers PH# (850) 478-7060

EMAIL ADDRESS: laurie.rodgers@pacecenter.org ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (allow 2-3 weeks for processing) 01/05/2018 AMOUNT REQUESTED: $ 20,000

CHECK PAYABLE TO: PACE Center for Girls

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1028 Underwood Ave City Pensacola State FL Zipcode 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief LR (initial)

NAME OF CERTIFYING OFFICIAL: Laurie Rodgers

TITLE OF CERTIFYING OFFICIAL: Regional Executive Director

SIGNATURE (Digital): Laurie Rodgers

DATE: 09/25/2017

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		✓		
CHIEF		✓		
CFO		✓		AMOUNT APPROVED
SHERIFF		✓		#20,000.
CFO ASSISTANT				

Date processed 12/4/17

11/2015

ORIGINAL

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUTE 932.7055

DAVID MORGAN, SHERIFF

DATE 12/4/2017

ORGANIZATION/AGENCY NAME:

PACE Center for Girls

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Please review attached Justification of Funds letter.

SLET SPONSORSHIP

Date Received: 9/25/17

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

$15,000 08/25/16

☑ PREVIOUSLY APPROVED

ORGANIZATION/AGENCY NAME:

PACE Center for Girls

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☑ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office RSVP REQUIRED: ☑ YES ☐ NO

NUMBER OF TICKETS	Not a	RESPOND NO LATER THAN	01/05/2018
NUMBER OF TABLES	Unlimite	POINT OF CONTACT	Laurie Rodgers
NUMBER OF GUESTS	Unlim	PHONE NUMBER	(850) 478-7060
		E-MAIL	laurie.rodgers@pacecente

CONTACT INFORMATION

Questions concerning application or financial confirmations

JUDI FELTY 436-9949

EMAIL: SLETDonations@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations

ALLISON MORGAN 554-1385

EMAIL: almorgan@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo andstatement MUST appear on all printed material.When the SLET Sponsorship application has been approved you will be given the artwork(.png and .pdf formats) to be used on all printed material.

SUBMIT

Escambia
Santa Rosa
pace
believing in girls

September 22, 2017

Dear Sheriff Morgan and Grant Approval Committee,

With your continued support, we are helping young women make better decisions, harness their inner strength and grow academically and socially, creating the future women and mothers in our community. We thank you for your generous contributions that support our nationally recognized, gender-responsive program model that reduces recidivism and improves school success, employment and self-sufficiency amongst the girls we have the privilege to serve.

PACE Center for Girls serves girls at their points of greatest vulnerability. The common thread among all our girls is a history of trauma caused by sexual abuse, physical abuse, family instability, bullying, poverty and being told far too often that they are hopeless. By the numbers, of all the girls served at our facility from June 2017 through September 2017:

- 75% were failing one or more classes at time of enrollment and 48% had been suspended or expelled from school
- 38% reported drug/alcohol abuse and 24% had run away from home
- 54% had mental health disorders and a history of self-mutilation
- 23% reported suicidal ideation or had previously attempted suicide
- 27% had involvement with the Juvenile Justice System

PACE matters to the girls we serve; absent of a supportive environment, these statistics place them on a path toward personal failure and incarceration. Fortunately, we understand the relationship between victimization and delinquency. At PACE, girls receive academic instruction paired with individualized counseling, life skills training, career preparation, and goal-setting to create a learning environment where each girl is empowered and equipped to unleash her own unique potential.

More than 2,500 girls have been transformed by PACE Escambia – Santa Rosa since opening our doors in 1994. PACE's proof of success in found in our outcomes of the girls served at our facility:

- 97% improved academically overall
- 90% maintained an attendance rate of 89% of higher
- 100% participated in monthly community volunteer activities
- 88% of girls who were on probation at time of enrollment remained crime-free

We hope you will consider the impact that our program has on the young women in Escambia and Santa Rosa counties. We have been honored to recognize the Sheriff's Department as the presenting sponsor of our annual Believing in Girls Society Event for the past three years and would be grateful for your participation and support once again for our February 22, 2018 fundraiser. The funding we are requesting from the State Law Enforcement Trust Fund will support our operations at PACE, allowing each girl we serve the opportunity to heal, grow and create her brighter future.

Thank you for believing in girls,

Laurie Rodgers, MS
Executive Director
PACE Center for Girls Escambia – Santa Rosa

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248121964
Feb. 13, 2015 LTR 4168C 0
59-2414492 000000 00
00038527
BODC: TE

PACE CENTER FOR GIRLS INC
1 W ADAMS ST STE 301
JACKSONVILLE FL 32202-3644

013271

Employer Identification Number: 59-2414492
Person to Contact: Ms.Mitchell
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 04, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1985.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(ii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PACE Center for Girls, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ Not-for-profit

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
One West Adams Street, Suite 301

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32202

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 4 1 4 4 9 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/24/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

0000022 03/17/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012587760C-9	08/31/2016	08/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PACE CENTER FOR GIRLS INC
1 W ADAMS ST STE 301
JACKSONVILLE FL 32202-3644

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 12, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

COPY

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 12, 2017

Sacred Heart Foundation
Attn: Mallory Wilson
Address: PO Box 2700, Pensacola, FL 32513

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated November 28, 2017.

Dear Mallory Wilson,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for crime prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

COPY

FLORIDA

ACCREDITED

#626

SPONSORSHIP

ESCAMBIA

APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☒ PROMOTIONAL/ADVERTISING ☑ EVENT ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☑ W-9 and ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Sacred Heart Foundation DATE 11/28/2017

POINT OF CONTACT Mallory Wilson PH# (850) 416-4661

EMAIL ADDRESS: Mallory.Wilson@ascension.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (allow 2-3 weeks for processing) 12/13/2017 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: Sacred Heart Foundation

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street PO Box 2700 City Pensacola State FL Zipcode 32513

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (initial)

NAME OF CERTIFYING OFFICIAL William Wesley Payne

TITLE OF CERTIFYING OFFICIAL Mall Bell / SHF Board member

SIGNATURE (Digital)

DATE 11/28/17

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		☑	☐	
CHIEF		☑	☐	O.K.
CFO	(see add'l)	☑	☐	AMOUNT APPROVED 5,000
SHERIFF		☑	☐	Concur
CFO ASSISTANT		Date processed 12/12/17		

11/2015

ORIGINAL

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUTE 932.7055

DAVID MORGAN, SHERIFF

DATE 12/12/2017

ORGANIZATION/AGENCY NAME:

Sacred Heart Foundation

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

I am requesting funds for the 2018 Cordova Mall Ball benefitting The Studer Family Children's Hospital at Sacred Heart.

This annual party is held by the Krewe of Les Petits Enfants (the Order of the Small Children), where more than 2,500 people from across Northwest Florida come together for an evening of Mardi Gras magic to raise funds benefitting The Studer Family Children's Hospital at Sacred Heart.

Over the past 22 years, this event has helped The Studer Family Children's Hospital at Sacred Heart transform pediatric care by generating more than five million dollars to purchase specialized Pediatric equipment, renovate the rooftop healing garden, and so much more. We ask that you join us in our next endeavor, supporting the continued growth and advancement of our children's hospital as we work to care for more children from across Northwest Florida.

Over the next five years, proceeds from the Cordova Mall Ball will be used to purchase the Region's fastest pediatric CT Scanner. This state-of-the-art Pediatric equipment will improve pediatric care as patients will no longer need to be sedated as scans will be completed in less than two seconds.

SLET SPONSORSHIP

Date Received: 11/28/17

☑ 501C3	☐ Request Info
☐ Not for Profit	☐ Email
☑ W-9	☐ Phone
☑ Tax Certificate	☐ Other
☑ Justification	$ 3000.00 12/22/16

☑ PREVIOUSLY APPROVED

ORGANIZATION/AGENCY NAME:

Sacred Heart Foundation

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☑ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office RSVP REQUIRED: ☑ YES ☐ NO

NUMBER OF TICKETS	Other Type I	RESPOND NO LATER THAN	12/13/2017
NUMBER OF TABLES	1	POINT OF CONTACT	Mallory Wilson
NUMBER OF GUESTS	Other Type I	PHONE NUMBER	(850) 416-4661
		E-MAIL	Mallory.Wilson@ascension

CONTACT INFORMATION

Questions concerning application or financial confirmations

JUDI FELTY 436-9949

EMAIL: SLETDonations@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations

ALLISON MORGAN 554-1385

EMAIL: almorgan@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo andstatement MUST appear on all printed material.When the SLET Sponsorship application has been approved you will be given the artwork(.png and .pdf formats) to be used on all printed material.

SUBMIT

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sacred Heart Foundation, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ 501(c)(3)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5151 North 9th Ave.

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 9 – 2 4 3 6 5 9 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Susan Cornejo Date ▶ 5/16/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Internal Revenue Service

Date: April 12, 2004

Sacred Heart Foundation
5151 N 9th Avenue
Pensacola, FL 32504-8721

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Richard E. Owens 31-07974
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-2436597

Dear Sir or Madam:

This is in response to your request of April 12, 2004, regarding your organization's tax-exempt status.

In March 1946 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Sacred Heart Foundation
59-2436597

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.
For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

0000012 11/07/14

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012613954C-6	12/31/2014	12/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SACRED HEART FOUNDATION INC
5151 N 9TH AVE
PENSACOLA FL 32504-8721

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Silver Sponsor

SHERIFF DAVID MORGAN says,

"YOUR LIFE... YOUR COMMUNITY...

NO PLACE FOR DRUGS OR CRIME"

ESCAMBIA COUNTY SHERIFF'S OFFICE

Paid for by the Escambia County Sheriff's Office with State Law Enforcement Trust Fund Monies.

CORDOVA Mall Ball

Benefitting:

The Studer Family Children's Hospital at Sacred Heart

Silver

SHERIFF DAVID MORGAN says,

"YOUR LIFE... YOUR COMMUNITY...

NO PLACE FOR DRUGS OR CRIME"

ESCAMBIA COUNTY SHERIFF'S OFFICE

Paid for by the Escambia County Sheriff's Office with State Law Enforcement Trust Fund Monies.

Thank You to Our 2017 Cordova Mall Ball Sponsors!

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Wendy's

Prix D'Platinum Sponsors

WIND CREEK CASINO & HOTEL

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Caring for Our Community's Children

Since 1969, The Studer Family Children's Hospital at Sacred Heart has provided quality, compassionate care to children across the Gulf Coast, regardless of their parent's ability to pay.

Children's collaborates with University of Florida Health, Pediatrix Medical Group, University of Florida College of Medicine Pediatric Residency Program, Sacred Heart Medical Group and other pediatric practices to provide a wide variety of pediatric subspecialties that can be found nowhere else in Northwest Florida.

During fiscal year 2016 (July 2015-June 2016), The Studer Family Children's Hospital at Sacred Heart cared for:

- **741 children in our Pediatric Intensive Care Unit**
- **1,064 premature and critically ill infants in our Neonatal Intensive Care Unit**
- **5,597 children in our Medical/Surgical Units**
- **33,579 children in our Pediatric Emergency Department**

Our medical staff includes more than 120 board-certified physicians across 28 pediatric specialties.

Thank you for your support! You make a difference in the lives of sick and injured newborns, children and teens!

The Escambia County Sheriff's Office Welcomes You To The 2017 Mall Ball

CORDOVA Mall Ball

The Studer Family Children's Hospital at Sacred Heart

CORDOVA
Mall Ball
Les Petits Enfants
January 27, 2018
Benefitting The Studer Family Children's Hospital at Sacred Heart
www.CordovaMallBall.com | 850-416-4661
It's All About the Little Things
The Studer Family Children's Hospital at Sacred Heart
Sacred Heart Foundation

laissez le bon temps rouler

We're excited to be kicking off our largest fundraising event, Cordova Mall Ball, where more than 2,500 people from across Northwest Florida come together for an evening of Mardi Gras magic to raise funds benefitting The Studer Family Children's Hospital at Sacred Heart.

Every year, Cordova Mall closes early and transforms into a Ball in less than two hours. When the doors reopen, guests enjoys tastings from more than 25 restaurants who provide tapas sized portions of local favorites; a lively silent auction including vacation packages, jewelry, art and much more; dance the night away to the live entertainment in three wing as well as a three piece jazz band in the event's French Market, an area reminiscent of New Orleans' French Quarter.

Over the past 22 years, this event has helped The Studer Family Children's Hospital at Sacred Heart transform pediatric care by generating more than five million dollars to purchase specialized Pediatric equipment, renovate the rooftop healing garden, and so much more. We ask that you join us in our next endeavor, supporting the continued growth and advancement of our children's hospital as we work to care for more children from across Northwest Florida.

Over the next five years, proceeds from the Cordova Mall Ball will be used to purchase the Region's only pediatric CT Scanner. This state-of-the-art Pediatric equipment will improve pediatric care as patients will no longer need to be sedated as scans will be completed in less than two seconds.

It takes more than extraordinary skill, knowledge and equipment to help treat children. We need you - inspired and generous hearts – who want to help improve the quality of care available to children.

Enclosed please find the 2018 Cordova Mall Ball sponsorship package. Sacred Heart Foundation will be contacting you shortly to further discuss this potential partnership. For more information, please visit www.cordovamallball.com or call (850) 416-4660.

Thank you in advance for your time and consideration!

Sincerely,

Carol Carlan
Carol Carlan
President

Adrienne Maygarden
Adrienne Maygarden
Director

It's All About the Little Things

Sacred Heart Foundation | 2200 Airport Blvd, Pensacola, FL 32504 | 850.416.4661 | Foundation.Sacred-Heart.org

CORDOVA

Mall Ball

January 27, 2018

Benefitting

The Studer Family Children's Hospital at Sacred Heart

Event Overview

This annual party is held by the *Krewe of Les Petits Enfants*, the Order of the Small Children, to benefit the sick and injured children and infants at The Studer Family Children's Hospital at Sacred Heart in Pensacola. Cordova Mall transforms into a glittering party hall featuring live entertainment, tasty treats from area restaurants, a New Orleans-inspired French Market and a fantastic silent auction.

Entertainment

Put on your dancing shoes and groove to the music all night long. There are three stages to choose from that feature tunes from across decades and genres.

Restaurants

A taste of Mardi Gras to satisfy your New Orleans cravings. Sample cookies, cakes and confections. Then spice things up by trying tapas portions of savory fare. Your taste buds will surely dance the night away as you sample your way through the mall.

French Market

Revel in the New Orleans atmosphere by visiting the French Market highlighting jazz music from a trio of musicians. Guests can also indulge in traditional Hurricanes, have their fortunes told, faces painted as well as select one of a kind Mardi Gras masks. Commemorative merchandise is also available to include koozies, tumblers, pins and much more.

Silent Auction

Bidders will find a wide array of packages – from signed guitars to one-of-a-kind works of art and jewelry.

It's All About the Little Things

Sacred Heart Foundation | 2200 Airport Blvd, Pensacola, FL 32504 | 850.416.4661 | Foundation.Sacred-Heart.org

2018 Cordova Mall Ball Sponsor Levels

To better serve our community, over the next five years, the Cordova Mall Ball Committee has pledged to raise the remaining funds necessary to acquire a state-of-the-art Pediatric CT Scanner. This new addition to the Children's Hospital will be the first and only of its kind in our region allowing scans to be completed in less than two seconds and our patients to no longer be sedated.

For more information, please contact the Sacred Heart Foundation, Mallory Wilson – Mallory.Wilson@ascension.org, 850-416-4661.

**There may be additional amenities included within this package to include social media mentions, press releases, as well as public service announcement exposure.*

Inclusion in print advertising dependent on print deadlines.

Sponsor Levels:

PRESENTING – $25,000

Marketing
- 3 Logo Sponsor Banners
- Logo in Print and Web Ads
- TV and Radio Inclusion
- Logo and Link on Event Website
- Logo in Program
- Logo on Event Signage
- Logo in "Stories from the Heart"
- Logo in "Snips" Newsletter

Amenities
- 3 Tables of 8
- 48 Tokens

PLATINUM – $20,000

Marketing
- 1 Logo Sponsor Banner
- Logo in Print and Web Ads
- TV Inclusion
- Logo and Link on Event Website
- Logo in Program
- Logo on Event Signage
- Logo in "Stories from the Heart"
- Logo in "Snips" Newsletter

Amenities
- 2 Tables of 8
- 32 Tokens

DIAMOND – $15,000

Marketing
- 1 Logo Sponsor Banner
- Logo in Print and Web Ads
- Logo and Link on Event Website
- Logo in Program
- Logo on Event Signage
- Logo in "Stories from the Heart"
- Logo in "Snips" Newsletter

Amenities
- 2 Tables of 8
- 32 Tokens

GOLD – $10,000

Marketing
- 1 Logo Sponsor Banner
- Name and Link on Event Website
- Name in Program
- Name on Event Signage
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 1 Table of 8
- + 4 Additional Tickets
- 24 Tokens

SILVER – $5,000

Marketing
- 3 Compilation Sponsor Banners
- Name and Link on Event Website
- Name in Program
- Name on Event Signage
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 1 Table of 8
- +4 Additional Tickets
- 8 Tokens

PURPLE – $2,500

Marketing
- 3 Compilation Sponsor Banners
- Name on Event Website
- Name in Program
- Name on Event Signage
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 1 Table of 8

GREEN – $1,500

Marketing
- 3 Compilation Sponsor Banners
- Name on Event Website
- Name in Program
- Name on Event Signage
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 0.5 Table of 4

It's All About the Little Things

Sacred Heart Foundation | 2200 Airport Blvd, Pensacola, FL 32504 | 850.416.4661 | Foundation.Sacred-Heart.org

2018 Cordova Mall Ball Sponsor Levels

To better serve our community, over the next five years, the Cordova Mall Ball Committee has pledged to raise the remaining funds necessary to acquire a state-of-the-art Pediatric CT Scanner. This new addition to the Children's Hospital will be the first and only of its kind in our region allowing scans to be completed in less than two seconds and patients to no longer be sedated.

For more information, please contact the Sacred Heart Foundation, Mallory Wilson – Mallory.Wilson@ascension.org, 850-416-4661.

*There may be additional amenities included within this package to include social media mentions, press releases, as well as public service announcement exposure.

Inclusion in print advertising dependent on print deadlines.

In-Kind Levels:

PLATINUM — $25,000–$10,000

Marketing
- 1 Logo Sponsor Banner
- Logo in Print Ads
- Logo and Link on Event Website
- Logo in Program
- Logo on Event Signage
- Logo in "Stories from the Heart"
- Logo in "Snips" Newsletter

Amenities
- 2 Tables of 8
- 32 Tokens

SILVER — $9,999–$5,000

Marketing
- 3 Compilation Sponsor Banners
- Name and Link on Event Website
- Name in Program
- Name on Event Signage
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 1 Table of 8
- + 4 Additional Tickets
- 24 Tokens

PURPLE — $4,999–$2,500

Marketing
- 3 Compilation Sponsor Banners
- Name on Event Website
- Name in Program
- Name on Event Signage
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 1 Table of 8

Additional Sponsorship Opportunities:

FRENCH MARKET — $4,000 — exclusive

Marketing
- 1 Area Logo Sponsor Banner
- Name on Event Website
- Name in Program
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 1 Table of 8
- + 2 Additional Tickets
- 8 Tokens

STAGE SPONSOR — $4,000 — 3 available

Marketing
- 3 Area Logo Sponsor Banners
- Name on Event Website
- Name in Program
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 1 Table of 8
- +2 Additional Tickets
- 8 Tokens

DOOR/REGISTRATION — $3,000 — exclusive

Marketing
- 1 Area Logo Sponsor Banner
- Name on Event Website
- Name in Program
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 1 Table

SILENT AUCTION — $2,000 — exclusive

Marketing
- 1 Area Logo Sponsor Banner
- Name on Event Website
- Name in Program
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 1 Table of 8

COMMUNITY TABLES — $1,000 — 9 available

Marketing
- Table Specific Sponsor Signage
- Name on Event Website
- Name in Program
- Name in "Stories from the Heart"
- Name in "Snips" Newsletter

Amenities
- 0.5 Table of 4

It's All About the Little Things

Sacred Heart Foundation | 2200 Airport Blvd, Pensacola, FL 32504 | 850.416.4661 | Foundation.Sacred-Heart.org

Sponsorship Commitment Form

CORDOVA Mall Ball

☐ **Yes!** _____ **intends to sponsor the 2018 Cordova Mall Ball benefitting The Studer Family Children's Hospital at Sacred Heart.**

Sponsor Levels

☐ Presenting $25,000 ☐ Platinum $20,000 ☐ Diamond $15,000 ☐ Gold $10,000 ☐ Silver $5,000 ☐ Purple $2,500 ☐ Green $1,500

In-Kind Levels ☐ Platinum - $25,000-$10,000 ☐ Silver - $9,999-$5,000 ☐ Purple $4,999-$2,500

Additional Opportunities ☐ French Market - $4,000 ☐ Stage Sponsor - $4,000 ☐ Door/Registration - $3,000 ☐ Silent Auction - $2,000 ☐ Community Tables - $1,000

Payment Options

☐ Check made payable to: Sacred Heart Foundation ☐ Check #_____ ☐ Please invoice ☐ Credit Card

Submit to: _____

Card Number: _____ Exp Date: _____ CVS: _____

Donor Information

CONTACT PERSON: _____ CONTACT TITLE: _____

ORGANIZATION/OFFICIAL CORPORATE MARKETING NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CONTACT'S PHONE: _____ FAX: _____

CONTACT'S E-MAIL: _____

SIGNATURE: _____ DATE: _____ ☐ I'd like more information on additional ways to help Sacred Heart Foundation.

Please return to Mallory Wilson via email Mallory.Wilson@ascension.org.

Your sponsorship is tax deductible to the full extent of the law. Understand that no refund will be made in the event of cancellation or shortening of the event due to inclement weather or other unforeseen circumstances.

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE." REFER TO: CH1497

The Studer Family Children's Hospital at Sacred Heart | Sacred Heart Foundation

It's All About the Little Things

Sacred Heart Foundation | PO Box 2700, Pensacola, FL 32513-2700 | 850.416.4661 | Foundation.Sacred-Heart.org

About Children's

For more than **47 years**, The Studer Family Children's Hospital at Sacred Heart has been dedicated to caring for the children and families of Northwest Florida, Southern Alabama, Mississippi and Southwest Georgia.

Our **117-bed Children's Hospital** cares for more than **7,000 critically-ill and injured newborns and children** every year, from the extremely premature babies in our Neonatal Intensive Care Unit (NICU) to teens battling cancer in our nine-bed Oncology Unit to gravely injured children in our 10-bed Pediatric Intensive Care Unit (PICU).

Our Partners - Pediatrix and UF Health

Through our affiliation with **UF Health**, Sacred Heart is staying on the leading edge of children's healthcare, providing more subspecialty services to the children of Northwest Florida. Together, Sacred Heart and UF Health can provide specialized medical care to more critically ill children with faster response times and an expanded geographic reach.

Pediatrix Medical Group is a national medical group comprised of neonatal, maternal-fetal and pediatric medical and surgical physician subspecialists. The Children's Hospital partners with sub-specialty trained neonatologists at Pediatrix Medical Group to provide the region's only Level III Neonatal Intensive Care Unit.

Our Goal

The Studer Family Children's Hospital strives to meet the ever-expanding healthcare needs of our communities to provide care whenever and wherever our patients need us most. Our Children's Hospital boasts more than 120 fellowship-trained pediatric physicians, in 30 specialties ranging from Adolescent Medicine to Critical Care, Dentistry to Neurology and Palliative Care/Hospice to General & Thoracic Surgery.

Our ***"Why"*** is to ensure the families of the Gulf Coast will not have to travel as far as New Orleans, Atlanta, Gainesville or Jacksonville for specialized pediatric care.

Our Future

Our future includes a new **four-story Children's Hospital**, along with a major expansion to women's services. This expansion will allow the hospital to provide care for more children, increase access to specialized pediatric and maternity care and consolidate inpatient pediatric services in one convenient location.

Children's Hospital FY2016 Facts:

Neonatal Intensive Care Unit (NICU)

- **Discharges: 1,064**
- Days: 18,097
- Average Length of Stay: 18 days
- Average Daily Census: 49.58

Pediatric Intensive Care Unit (PICU)

- **Admissions: 741**
- Days: 2,171
- Average Daily Census: 5.95

Infant Toddler/School Age Adolescent (IT/SAA)

- **Discharges: 5,597**
- Days: 9,840
- Average Length of Stay: 3.6
- Average Daily Census: 26.96

ER Data - Peds ER

- ED Admits: 2,548
- **ED Total Visits: 33,579**
- Average Daily Visit: 92.6

Inpatient Age Spread

- **0-3: 75%**
- 4-11: 13%
- 12-17: 12%

Part of our plan to increase access to specialized pediatric care is to acquire a **state-of-the-art Pediatric CT Scanner**. This new addition to the Children's Hospital will be the first and only of its kind in our region. Not only will this help provide the best care for children along the Gulf Coast, Southern Georgia, Southern Alabama, and Mississippi, but it will also allow scans to be completed in less than two seconds and our patients to no longer need to be sedated.

- The CT Scanner will be decorated in an "under the sea" theme creating a child-friendly environment for our smallest patients.

CORDOVA Mall Ball

It's All About the Little Things

Sacred Heart Foundation | 2200 Airport Blvd, Pensacola, FL 32504 | 850.416.4661 | Foundation.Sacred-Heart.org

Why I Give

For Children Like Cassie Rae

Julie Wood's connection to Sacred Heart runs deep. She and her husband were both delivered by the same obstetrician at Sacred Heart, she worked as a medical assistant and technician at the hospital, and she received prenatal care there. Julie was induced at 39 weeks. After 29 hours in labor, Cassie Rae entered this world at The Studer Family Children's Hospital at Sacred Heart. "Cassie was positioned face-up, her heart rate was in the 60s and the umbilical cord was wrapped around her neck. ...she made grunting noises that signaled respiratory distress," Julie recalls. Cassie was having seizures caused by bleeding in the brain when she was in utero. After three days of treatment, the seizures finally stopped. "The most heartbreaking part of Cassie being in NICU was not being able to hold her as much as I wanted to," she says. "But Sacred Heart is a second home for me, so I had peace of mind knowing that she was in good hands."

A few months later, a CT scan revealed excess cerebrospinal fluid had collected in fluid-filled spaces in Cassie's brain. Shortly before turning three months, a shunt was placed to drain the fluid. Doctors prepared the family for worst case scenarios; she may never walk, have cognitive delays or have paralysis on her right side. But Cassie continues to defy the odds, Julie says.

Other Ways to Support Sacred Heart Foundation

Throughout the year, the Sacred Heart Foundation conducts a variety of fundraising events along the Gulf Coast to raise funds to support the many needs that arise in caring for patients of all ages in each of our system facilities. These events not only raise money, they also raise awareness of the many services at Sacred Heart Health System.

Radiothon

radiothon
CARING FOR KIDS ALONG THE GULF COAST

March 2018, Pensacola, FL

Listeners will hear heartwarming stories from young patients themselves and their parents as they are interviewed on the air about their experiences, along with their doctors, nurses and other healthcare professionals at The Studer Family Children's Hospital at Sacred Heart, your local Children's Miracle Network Hospital. Familiar personalities representing Cumulus radio stations will be on the air during the following times to encourage their listeners to pledge donations to the Children's Hospital.

Charity Golf Classic

Sacred Heart on the Emerald Coast Charity CLASSIC

April 2018, Destin, FL

A two-day event in the heart of beautiful Destin, Florida. Enjoy an evening featuring live music, heavy hor' doeuvres, as well as live and silent auctions at the Spring Bash. Play with a Pro for the Charity Golf Classic Tournament. This tournament features local pros competing against one another while paired with foursomes in a scramble format.

Everyday Hero 5K

The Studer Family Children's Hospital at Sacred Heart — Everyday Hero 5K

May 2018, Pensacola, FL

The Everyday Hero 5K is honoring doctors, nurses, parents, caregivers, service members, first responders and our patients who exemplify courage and determination in their own lives and for others. Join your friends, neighbors, colleagues, and community for a fun-filled day to raise awareness and funds for The Studer Family Children's Hospital at Sacred Heart, your local Children's Miracle Network Hospital.

Preemie Cup

REGATTA · SUP · FISHING
PREEMIE CUP
SILENT AUCTION

August 2018, Pensacola, FL

Preemie Cup, "A Day of Play on the Water", is our signature event benefitting the more than 1,000 babies treated each year in the NICU at The Studer Family Children's Hospital at Sacred Heart. Whether you fish, stand up paddle, or sail, Preemie Cup offers it all!

Committee's Why

"In honor of my two healthy children, I do what I can for those who aren't."
Vicki Adcox, Chairwoman

"I have 14 grandchildren and 11 great-grandchildren and one great-great. I commit to the Mall Ball because they are healthy and this is my way to pay back to my community."
Sue Martin, Founder

"All Children deserve the best!"
Diane Martinez, Committee Member

"Because this hospital has given me my greatest gifts - and every child is a gift!"
Ashley Salley, Committee Member

Children are not a distraction from more important work. They are THE MOST important work.
-John Trainer, MD

CORDOVA Mall Ball

It's All About the Little Things

Sacred Heart Foundation | 2200 Airport Blvd, Pensacola, FL 32504 | 850.416.4661 | Foundation.Sacred-Heart.org

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13385 **County Administrator's Report 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/04/2018
Issue: STATE LAW ENFORCEMENT TRUST FUNDS
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. Independence for the Blind of West Florida, Inc., in the amount of $2,500;

B. Northwest Florida Guardian ad Litem Foundation, Inc., in the amount of $5,000;

C. My Brothers and Sisters, in the amount of $5,000; and

D. Knowledge Ministries DBA Golden Elite, in the amount of $1,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations, Object Code 58201]

BACKGROUND:

Per F.S. 932.7055, certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):
Independence for the Blind of West Florida, Inc. - $2,500

Northwest Florida Guardian ad Litem Foundation Inc. - $5,000
My Brothers and Sisters - $5,000
Knowledge Ministries DBA Golden Elite - $1,000

BUDGETARY IMPACT:

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations, Object Code 58201]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Independence for the Blind of West Florida
Northwest Florida Guardian ad Litem Foundation
My Brothers and Sisters
Knowledge Ministries DBA Golden Elite

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 14, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

COPY

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 14, 2017

Independence for the Blind of West Florida, Inc.
Attn: Sally McConnell
3107 North Davis Highway, Pensacola, FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 7, 2017.

Dear Sally McConnell,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for drug prevention, drug education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2,500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

COPY

FLORIDA
ACCREDITED

ESCAMBIA

STATE LAW ENF

SPONSORSHIP

1001

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☒ PROMOTIONAL/ADVERTISING ☑ EVENT ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☑ W-9 and ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Independence for the Blind of West Florida, Inc. DATE 12/07/2017

POINT OF CONTACT Sally McConnell PH# (850) 570-4320

EMAIL ADDRESS: sally.mcconnell@ibwest.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/01/2018 AMOUNT REQUESTED: $ 2,500

CHECK PAYABLE TO: Independence for the Blind of West Florida, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3107 North Davis Highway City Pensacola State Flori Zipcode 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief SM (initial)

NAME OF CERTIFYING OFFICIAL
Ardye Graham

TITLE OF CERTIFYING OFFICIAL
President, Board of Directors

SIGNATURE (Digital)
Ardye Graham

DATE
12/11/17

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		☑	☐	
CHIEF		☑	☐	O.K.
CFO		☑	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055
CFO ASSISTANT		Date processed		DAVID MORGAN, SHERIFF

DATE 12/13/2017

ORIGINAL

ORGANIZATION/AGENCY NAME:

Independence for the Blind of West Florida, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Independence for the Blind will conduct our 16th Anniversary of the Eye Ball, March 3, 2018. The "Lens" sponsorship has several marketing opportunities that will reach our Blind and Visually Impaired students through our Teen Transition program and our VIP Children's Program. These programs meet monthly in 2017 - 2018 and for 2-3 weeks in the summer and would welcome a Drug prevention and or Drug education event, at either Independence for the Blind, or a field trip to the Escambia County Sheriff's offices.

Marketing of the "Your Life... Your Community...No place for Drugs or Crime" logo will be apart of Four (4) full page advertisements in Pensacola Magazine as an Eye Ball Sponsor. Direct messaging through our, "on sight", marquee sign for 60 days during 2017, running the "Your Life... Your Community... No Place for Drugs or Crime". Advertising in the Gala program (1/2 page) that is distributed to the Eye Ball Guests. Additional benefits for the Lens Sponsorship:

16th Annual Eye Ball, March 3, 2018 Gala Benefits
Priority Seating for table of eight (8) Guests (Reservations must be made including Names of Attendees by Friday February 23, 2018)
Sponsor of two (2) tickets for IB Clients
VIP Sponsor Reception: Thursday, February 1, 2018
LOGO on VIP Reception Invitation
Promotional Benefits:
LOGO Recognition in January—April Issue, Pensacola Magazine
LOGO on Facebook
Recognition in the February IB Newsletter
Electronic "Impact 100" signage for 60 days
Half Page 4-Color Recognition in the Gala Program

We will continue to be a proud promoter of Drug Prevention and Drug Education through our 2018 Eye Ball Gala and involving our Children and Teens in an active education program.

ORGANIZATION/AGENCY NAME:

Independence for the Blind of West Florida, Inc.

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☑ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office RSVP REQUIRED: ☐ YES ☐ NO

NUMBER OF TICKETS		RESPOND NO LATER THAN	01/15/2018
NUMBER OF TABLES	1	POINT OF CONTACT	Sally McConnell
NUMBER OF GUESTS	8	PHONE NUMBER	(850) 570-4320
		E-MAIL	sally.mcconnell@ibwest.or

CONTACT INFORMATION

Questions concerning application or financial confirmations
DAN CAPOZZOLO 436-9949
EMAIL: SLETDonations@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations
DAN CAPOZZOLO 436-9949
EMAIL: dlcapozzolo@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo and statement MUST appear on all printed material. When the SLET Sponsorship application has been approved you will be given the artwork(.png and .pdf formats) to be used on all printed material.

SLET SPONSORSHIP

Date Received: 12/11/17

☑ 501C3	☐ Request Info
☐ Not for Profit	☐ Email
☑ W-9	☐ Phone
☑ Tax Certificate	☐ Other
☑ Justification	$1000.00 2/23/17

☑ PREVIOUSLY APPROVED

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248364828
May 04, 2010 LTR 4168C E0
59-3297510 000000 00
00018344
BODC: TE

INDEPENDENCE FOR THE BLIND OF WEST
FLORIDA
3107 N DAVIS HWY
PENSACOLA FL 32503-3558

1080

Employer Identification Number: **-***7510
Person to Contact: Tonya Morris
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 23, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in November 1995.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

0248364828
May 04, 2010 LTR 4168C E0
59-3297510 000000 00
00018345

INDEPENDENCE FOR THE BLIND OF WEST
FLORIDA
3107 N DAVIS HWY
PENSACOLA FL 32503-3558

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Independence For The Blind Of West Florida Incorporated

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☑ Exempt payee

Address (number, street, and apt. or suite no.)
3107 North Davis Highway

City, state, and ZIP code
Pensacola, Florida 32503

List account number(s) here (optional)

Requester's name and address (optional)
Escambia County
Sheriff's Office

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
5	9	-	3	2	9	7	5	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Bach Kun Date ▶ 12/11/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

000105 12/28/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012650726C-2	02/28/2017	02/28/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

INDEPENDENCE FOR THE BLIND OF
WEST FLORIDA INC
3107 N DAVIS HWY
PENSACOLA FL 32503-3558

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 14, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

COPY

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 14, 2017

Northwest Florida Guardian ad Litem Foundation, Inc.
Attn: Charles E. Schuster
19 Iowa Drive NE, Fort Walton Beach, FL 32548

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 7, 2017.

Dear Charles Schuster,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for crime prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

COPY

FLORIDA
ACCREDITED

ESCAMBIA
A
STATE LAW ENFO

DONATION

#2357

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING ☐ EVENT ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☑ W-9 and ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Northwest Florida Guardian ad Litem Foundation, Inc DATE 12/07/2017

POINT OF CONTACT Charles E. Schuster PH# (850) 678-8576

EMAIL ADDRESS: ceschuster@valp.net ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 01/08/2018 AMOUNT REQUESTED: $ 5,000 ✓

CHECK PAYABLE TO: Northwest Florida Guardian ad Litem Foundation, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 19 Iowa Drive NE City Fort Walton Beach State FL Zipcode 32548

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (initial)

NAME OF CERTIFYING OFFICIAL
Charles E. Schuster

TITLE OF CERTIFYING OFFICIAL
President

SIGNATURE (Digital)
Charles E. Schuster Digitally signed by Charles E. Schuster Date: 2017.12.07 16:30:56 -06'00'

DATE
12/07/2017

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		✓		
CHIEF		✓		
CFO		✓		AMOUNT APPROVED $5,000.00
SHERIFF		✓		I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055
CFO ASSISTANT		Date processed		DAVID MORGAN, SHERIFF

12/13/2017
DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Northwest Florida Guardian ad Litem Foundation, Inc

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Northwest Florida Guardian ad Litem Foundation, Inc. Justification for Requesting Law Enforcement Funding for Direct Support.

These funds will be used in direct support of the 594 children and 260 volunteer advocates in the Guardian ad Litem Program in Escambia County. Escambia County has the largest number of children in the Guardian ad Litem program of any of the four counties in the First Judicial Circuit. The need for such support was recently reemphasized in a memo to all Circuit Directors by Alan Abramowitz, Executive Director, Florida Statewide Guardian ad Litem Program. (See attached memo.)

This support include: clothing, food, diapers, attendance at camps, participation in sporting events, scholastic field trips, after school activities, band instruments, and other special needs for the children. The children in this program have been emotionally, physically, or sexually abused, neglected, or abandoned, and have witnessed domestic violence and substance abuse first hand and often for extended periods of their young lives. Their value system has been significantly scarred and degraded. Without a concerted effort to meet their basic needs and to attain some reasonable degree of normalcy these children will very likely follow their parents and abuse their spouses and children as well as do drugs and alcohol and become future law breakers. By providing basic needs and those that reflect the life style of a normal law abiding young person that are not available through other sources, this program can significantly influence their value system at a time when it is in its most formative stage, preclude future criminal behavior, and be a positive force for future crime prevention.

The disbursements of these funds for the children-at-need are approved only after compliance with an established and supervised process. These needs are individually identified by the volunteer advocate on the case and forwarded electronically for review on a previously approved form. The request must identify the need, why it cannot be satisfied elsewhere, the amount needed, the first name and age of the child, and where the child is placed. The request is initially reviewed by the volunteer's Child Advocate Manager. If approved, the request is sent to the First Judicial Circuit Director of the Guardian ad Litem Program for approval and subsequent submission to the Children at Need Fund Committee that has approval authority for up to $200 per child. If the request exceeds that amount the request must be approved by the full Board of Directors of the Foundation. (See continuation sheet.)

Justification for SLET Funds
(Continuation sheet)

Once approved, a check is issued by the Foundation treasurer to the requestor. The requestor must provide a receipt within 30 days. Both the chairman of the committee and the treasurer monitor each funding request and the timely submission of receipts. All volunteers are encouraged to use sources such as Good Will, Thrift Stores, Craig's List, Sharing and Caring, and the Children's Advocacy Center, if possible, as a source for the most economical purchase.

These funds will also be used to recruit and educate new advocate volunteers and for the continued training and motivation of the volunteers through recognition and appreciation events.. The volunteers are absolutely essential to the success of the Guardian ad Litem program. Without them it would be impossible to provide advocates before the Court for the children. These volunteers receive no pay and are not reimbursed for the many miles they travel and the hundreds of hours they devote to every case. It is not unusual to log over 1,000 miles on a single case. Many of these cases are depressing where there is no really good solution but rather a choice of the lesser of several poor ones. After a time, it is not unusual for even an experienced and highly motivated volunteer to become discouraged and depressed. Volunteers need to be periodically recognized and re-motivated for their work. Their morale is essential for good retention. This is done through a once-a-year recognition luncheon and a once-a-year Christmas Office Open House. New volunteers require training and already certified volunteers need periodic exposure to the latest information from specialists in their field such as: Child Protective Investigators, Law Enforcement Officers, Mental Health Specialists, Domestic Violence Counselors, Case Workers, and Substance Abuse Counselors. Frequently, attendance at these training sessions requires an enrollment fee which is supplemented by the Foundation in light of all the volunteer is already contributing.

By supporting the needs of the children and the advocate volunteers in the Guardian ad Litem program in Escambia County the use of these funds will make a significant contribution to future crime prevention.

ORGANIZATION/AGENCY NAME:

Northwest Florida Guardian ad Litem Foundation, Inc

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☐ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office

RSVP REQUIRED: ☐ YES ☐ NO

NUMBER OF TICKETS		RESPOND NO LATER THAN	
NUMBER OF TABLES		POINT OF CONTACT	
NUMBER OF GUESTS		PHONE NUMBER	
		E-MAIL	

CONTACT INFORMATION

Questions concerning application or financial confirmations
DAN CAPOZZOLO 436-9949
EMAIL: SLETDonations@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations
DAN CAPOZZOLO 436-9949
EMAIL: dlcapozzolo@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo and statement MUST appear on all printed material. When the SLET Sponsorship application has been approved you will be given the artwork(.png and .pdf formats) to be used on all printed material.

SLET DONATION

Date Received: 12/8/17

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

$ 5000.00 8/31/17

☑ PREVIOUSLY APPROVED

Northwest Florida Guardian ad Litem Foundation, Inc.
19 Iowa Drive, Fort Walton Beach, FL 32548
nwfgalfoundation@gmail.com
www.nwfgal.org

December 8, 2017.

Escambia County Sheriff's Office
ATTN: Daniel Capozzolo
1700 W. Leonard St.
Pensacola, FL 32501

Dear Mr. Capozollo,

The attached funding application is submitted for your consideration along with the required copy of our 501(c)(3) approval, a completed IRS Form W-9, and our Certificate of Exemption. I have also included a copy of a relevant memo from the Executive Director of the Florida Statewide Guardian ad Litem Program, Mr. Alan Abramowitz.

Please let me know if you have any questions or if there is any additional information you might need. My e-mail address is ceschuster@valp.net.

Kindest regards

Charles E. Schuster

Charles E. Schuster (850-678-8576)
President
Northwest Florida Guardian ad Litem Foundation, Inc.

5 Attachments
1. ECSO Application for SLETF w/continuation sheet.
2. Approved 501(c)(3)
3. IRS Form W-9
4. Certificate of Exemption
5. Statement from Executive Director.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 19 2012

NORTHWEST FLORIDA GUARDIAN AD LITEM
FOUNDATION INC
C/O ELIZABETH K DAVIS, CPA
151 MARY ESTHER BLVD., STE. 301
MARY ESTHER, FL 32569

Employer Identification Number:
90-0743523
DLN:
201318060
Contact Person:
MIKE M KERR ID# 31611
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 1, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Northwest Florida Guardian ad Litem Foundation, Inc.

2 Business name/disregarded entity name, if different from above
Same

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ **501(c)(3) Non-profit Public Charity**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
19 Iowa Drive NE

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Walton Beach Beach, Florida 32548

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	0	–	0	7	4	3	5	2	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ Charles Schuster President | **Date** ▶ 12/7/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Atch 3

0000769 09/23/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8016049046C-3	11/29/2017	11/30/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NORTHWEST FLORIDA GUARDIAN AD LITEM
FOUNDATION INC
19 IOWA DR NE
FORT WALTON BEACH FL 32548-5074

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Circuit Directors and GAL supporters: 23 June 2014

Although the state provides funding for the Statewide Guardian ad Litem Program, the allocated funding historically has not been enough to fully cover all of the Program's needs and has not included at all children's normalcy projects and initiatives.

Therefore, while we are extremely grateful for increased legislative support, it is important to realize that the non-profits throughout the state that are the fundraising arms for their local Guardian ad Litem Programs need to continue to raise money to assure each circuit's Guardian ad Litem Program is able to serve all children in the care of the state and improve the quality of representation. The non-profits that support the GAL Program are critical to meeting the needs of children who have been abused, neglected and abandoned and to improving their outcomes.

The state's budget does not provide the full funding needed to pay for programs such as outreach to the community to recruit more volunteers, programs to retain our current volunteer base, or emergency needs of the children assigned to the program; moreover, the legislative allocation does not include funding for goods, services and programs purchased for the children to help bring normalcy to their lives. The role of the nonprofits is vital to assuring that all children in the dependency system have the assistance of the Guardian ad Litem Program. The dollars the non-profits raise will enhance their local program so the quality can be improved through training, enhanced support for the volunteers, and meeting children needs.

As Judge Lederman said recently when recognized at the National CASA Conference this year, "[f]or 20 years now I have watched Guardians save the lives of children. I have watched them teach children about dignity and humanity and the power of social responsibility." Thank you for your continued support because it directly impacts children's lives.

Respectfully,

Alan Abramowitz
Executive Director
Florida Statewide Guardian ad Litem Program
600 S. Calhoun Street
The Holland Building, Suite 274
Tallahassee, Florida 32399
Cell: 850.241.3232

Circuit Directors and GAL supporters: 23 June 2014

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The Holland Building, Suite 274
Tallahassee, Florida 32399
Cell: 850.241.3232

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 14, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

COPY

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 14, 2017

My Brothers and Sisters
Attn: Kimberly Cox
P.O. Box 4598, Pensacola, FL 32507

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 4, 2017.

Dear Kimberly Cox,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for crime prevention, drug prevention, drug education, safe neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

COPY

FLORIDA
ACCREDITED

#2757

ESCAMBIA C
AF
STATE LAW ENFO

SPONSORSHIP

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☒ CRIME PREVENTION ☒ DRUG PREVENTION ☒ DRUG EDUCATION ☒ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☒ PROMOTIONAL/ADVERTISING ☒ EVENT ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☒ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☒ W-9 and ☒ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: My Brothers and Sisters DATE 12-4-2017

POINT OF CONTACT Kimberly Cox PH# (850) 382-1485

EMAIL ADDRESS: kcox@mybrothersandsisters.org ☒ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (allow 2-3 weeks for processing) 1-10-2018 AMOUNT REQUESTED: 25,000

CHECK PAYABLE TO: My Brothers and Sisters

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street PO Box 4598 City Pensacola State FL Zip Code 32507

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief KRC (initial)

NAME OF CERTIFYING OFFICIAL Kimberly R. Cox

TITLE OF CERTIFYING OFFICIAL Executive Director

SIGNATURE (Digital) Kimberly R. Cox

DATE 12-4-2017

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		☑	☐	
CHIEF		☑	☐	ok
CFO		☑	☐	AMOUNT APPROVED
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055 $5,000.00
CFO ASSISTANT		Date processed		

DAVID MORGAN, SHERIFF

DATE 12/13/2017

12/2017

ORIGINAL

ORGANIZATION/AGENCY NAME:

My Brothers and Sisters

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) (c) - Such funds may be used only for school resource, Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

See attached

SLET SPONSORSHIP

Date Received: 12/4/17

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

$2000.00 7/14/16

☑ PREVIOUSLY APPROVED &

$500.00 2/25/16

$5000.00 2/10/17

ORGANIZATION/AGENCY NAME:

My Brothers and Sisters

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☒ GALA ☒ DINNER ☐ SPORT ☒ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office

RSVP REQUIRED: ☒ YES NO

NUMBER OF TICKETS 20

NUMBER OF TABLES

NUMBER OF GUESTS 20

RESPOND NO LATER THAN March 1, 2018

POINT OF CONTACT Kim Cox

PHONE NUMBER (850) 382-1485

E-MAIL Kcox@mybrothersandsisters.org

CONTACT INFORMATION

Questions concerning application or financial confirmations

DAN CAPOZZOLO 436-9949

EMAIL: dlcapozzolo@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations

DAN CAPOZZOLO 436-9949

EMAIL: dlcapozzolo@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo and statement MUST appear on all printed materials. When the SLET Sponsorship application has been approved you will be given the artwork (.png and .pdf formats) to be used on all printed material.

SUBMIT

Bridging The Gap One Family At A Time! My Brothers and Sisters is a non-profit organizations that strives to be a organization that helps build family relationships within our community. Our mission is to mend and nurture family relationships through entertainment, artistic expressions, and embracing cultural diversity. More than half of our board members are Law Enforcement officers and we see the need to do more in the community to prevent some of the things we deal with on a daily basis within this field. Most of the youth we deal with come from broken homes and don't realize that there is a life outside the box they are currently being exposed to. This we find is one of the problems with the cultural we are currently seeing right now. To help prevent many of them from repeating the cycle they are being exposed to we host many family friendly events to help encourage, inspire, and educate.

Our flagship program is called "Daddy & Daughter Date Night" where we promote healthy relationships and bonding. This event is a icon in the community and has been for the past 6 years. It is evening where fathers present their princess for a night of food, fun, and special bonding time. We were excited to have ECSO become a part for the last 2 years and love to see the Deputies attend with their daughters. This event is tentatively scheduled for April 7, 2018. Our budget for this event is 14,000. We plan to use 3,750 of the amount we are asking for to offset the cost to have this event.

Our second event is called "Mother & Son Night Out" were we encourage and educate mothers to be a part of their sons lives and definitely recognize the signs of them maybe becoming a product of whom they are exposed. We realize that most males are heavily influenced by their peers. Statistic show that many young males are easily influenced and end up using drugs, committing crime, or not applying themselves in their education based on their influence. We also encourage mothers to show their son what a healthy relationship should be and also offer assistance to those who need it. This event is tentatively set for July 21, 2018. Our budget is set for 12,000 which again we are using 3,750 to offset the cost of this community event.

Our third event is called "Writers Are Rulers" which is a youth event that helps inspire them to push themselves in the area of writing and reading. This event is a 2 day workshop that we do in the community that entails educating the youth on how to self publish their own books, how to become a entrepreneur, and why writing and reading is so important in todays times. This event is tentatively set to be held at the Brownsville Community Center and the budgeted amount is 3,750. Our fourth event is called "Reclaiming Our Youth". We implemented this event for spring break for the youth in an effort to allow them to not be engaging in crime, drugs, and to help keep our neighborhoods safe during this time. As during spring break is one of the times that juvenile crime goes up and deputies are receiving more calls related to juveniles. We plan to have a 2 day event downtown during spring break to help deter

this behavior. Our budget for the event is 64, 500 in which cover the guest speaker and artist. We are setting this donation amount for $10,000 to offset this cost of the "Reclaiming Our Youth 2018".

The last thing that we are requesting donation for is the 2nd annual Law Enforcement Ball that is held on at the Hilton Pensacola Beach. As we all know this job is very stressful and plays a big part on families. We like to inspire and encourage them to a night with a great atmosphere, good food, and special bonding time. This event is a night where we allow our unseen heroes to relax and enjoy a night with their colleagues. We are budgeting this event to be 12,000 in which 3,750 would be applied toward it. Our organization takes strive in promoting family fun events in our community and feel that during these times it is much needed to help keep healthy relationships. We are grateful to have your support! Thank You for your time and efforts.....

Our Mission

Our mission is to mend and nurture family relationships through entertainment, mentoring, artistic expression, and embracing cultural diversity.

Our Vision

My Brothers and Sisters strives to effectively strengthen family relationships and empower each individual family member, especially the youth, by utilizing mentoring and educational programs, various social events and the arts to promote strong family bonds. We are our Brother's and Sister's Keeper!

Our Promise

Our promise is to treat each family, regardless of social, ethnic, religious or economic background, with respect, compassion and integrity. Our sincere passion is to help our community.

My Brothers And Sisters

About Us

My Brothers And Sisters is a Not-For-Profit Community Outreach Program committed to empowering the youth of today to be the leaders of tomorrow. Our programs and activities incorporate various seminars, workshops, and employment initiatives as vehicles to promote positive self image, commitment to family, ethics and education that will enable them to be productive citizens in society. The targeted age group are youth 9 to 18 with emphasis placed on those in the Juvenile Justice System; however, our program also includes working with at-risk youth who have never entered, and want to stay out of, the system. Our goal is to deter the youth from being placed in transitional programs that would cause them to be sent away from home.

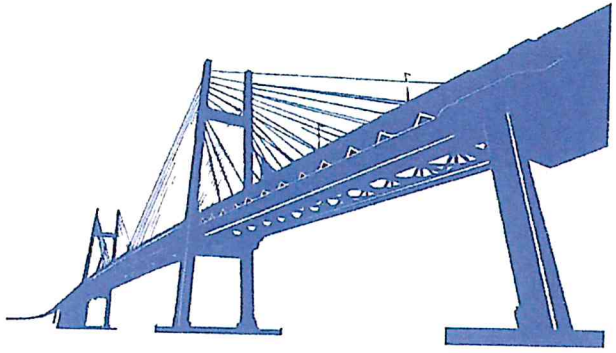
Each year we host family oriented events designed to bridge the divide between children and their parents. Our flagship event, Daddy & Daughter Date Night, was developed to strengthen the bond between fathers (or father-figures) and their daughters. Mother and Son Night Out was birthed from the revelation that mothers want that same type of positive bond with their sons. Our firm belief is that it takes a village to raise a child, and to that effect, we invite a variety of motivational speakers, community leaders and clergy to encourage, motivate and challenge each family member to foster positive relationships with each other.

My Brothers And Sisters also facilitates youth mentoring programs designed to teach social skills, self respect and respect for others. The ultimate goal is to have a facility that is able to house at-risk juveniles and provide mentoring and educational programs as an alternative to their introduction to the Juvenile Justice System.

My Brothers And Sisters

My Brothers And Sisters

BRIDGING THE GAP



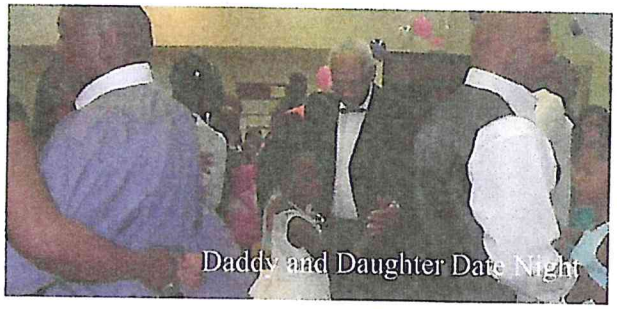
ONE FAMILY AT A TIME.....

551 E. Creighton Road
Pensacola, FL 32504

(850) 261-4918

www.mybrothersandsisters.org

Community Outreach Programs and Events


Daddy and Daughter Date Night

Daddy & Daughter Date Night brings fathers and their daughters out for an evening of food, fun, and most importantly, strengthening the special relationship between them. The annual event is a highlight in the lives of community fathers and father-figures, who enjoy the special time they are able to share with their daughters. Full of entertainment, Daddy & Daughter Date Night also enlists motivational speakers, community partners and leaders to motivate and educate fathers on the importance of their roles in the lives of their daughters.

"A mentor is someone who allows you to see hope inside yourself."
- Oprah Winfrey

Let's Talk Gurlz is a group that is designed to be an outlet for up and coming young ladies. As Certified Life Coaches, we deal with critical issues that many young ladies go through as they mature such as peer pressure, depression, drugs, sexuality, self esteem and bullying. Many of our clients come from broken homes, the Department of Juvenile Justice, and other agencies. By mentoring, chats, and various community events, we are determined to help them build a better life. We are always looking for donors/-sponsors to help support this program.

The My Brothers and Sisters Team

Devotion In Motion is a passion project dedicated to the spiritual growth and maturity of our youth while reinforcing positive relationships in a group setting. Participants learn to praise dance and while doing so, learn that they have not only physical and mental strength, but spiritual strength as well.

Mother & Son Night Out is an event celebrating the special relationship between mothers (or mother-figures) and their sons. The event highlights the role that mothers play in their son's development and focuses on the skills that young men need to know in order to treat women with respect and dignity. Mother & Son Night Out is also designed to show mothers how important their presence and support is in the lives of their sons. The event will be full of good food, good music, motivational speakers and entertainment provided various individual artists and groups from the Gulf Coast.

Mother and Son Night Out

Kimberly Cox

Exec. Director

Kimberly Cox has a sincere passion to help others, especially the youth. She experienced a great amount or problems growing up, many of which made her a stronger person and fueled her passion to help others. At the age of seven, her parents divorced. Her father served in the Armed Forces and was only able to spend very little time with her during her adolescent years. Her mother suffered from an addiction and was in and out of her life for many years. As a result, Kimberly became the "Mother-Figure" for her younger siblings. These experiences are what made her realize that parental and familial relationships are a necessity. They are needed more now than ever.

Kim Cox currently works as a Corrections Officer. As such, she has experienced first-hand the strain that is placed on families when a parent is absent from the home. Her organization, My Brothers And Sisters, is the culmination of her vision to serve as a mediator for the youth in her community. She informs others it is her GOD-given mission to aid at-risk juveniles so that they aren't sent off to juvenile detention facilities that never deal with the underlying issues these youth are facing. My Brothers And Sisters has many community outreach segments that allow adolescents to obtain counseling and mentoring as well as many fun-filled, family focused events in which they can take part. In 2012, Kim Stepped out on faith and hosted her first event an event, "Daddy's & Daughter's Date Night." This event allowed fathers spend a special evening with their daughters full of good food, fun and, most importantly, making the most of the time to strengthen the special bond between them.

Kim Cox was born and raised in Pensacola, Florida. She attended and graduated from Escambia High School in 1993. She continued her education by attending Pensacola Junior College (now Pensacola State College) where she earned her Associate of Science degree in Criminal Justice and Troy State University from which she earned a Bachelor of Arts degree in Psychology. Kim is married to her husband of 14 years. They share four children.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Dear Applicant :

DEPARTMENT OF THE TREASURY

Date :
MAR 0 2015

MY BROTHERS SISTERS
4986 PRIETO DRIVE
PENSACOLA, FL 32506-0000

Employer Identification Number :
47-2692963

26053463001195 Contact Person:
CUSTOBER SERVICE 31954 Contact
Telephone Number :
(877) 829-5500
Accounting Period Ending :
December 31
Public Charity Status :
509 (a) (2)
Form 990/990-BZ/990-N Required:

Effective Date of Exemption:
November 1, 2014
Contribution Deductibility:
Yes
Addendum Applies :
No

We're pleased to tell you we determined you ' re exempt from federal income tax under Internal Revenue Code (IRC) Section 501 (c) (3) . Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status- Please keep it for your records .

Organizations exempt under IRC Section 501 (c) (3) are further classified as either public charities or private foundations. we determined you're a public charity under the IRC Secti nn - at the top of this letter.

If we indicated at the cop of this letter that you' re required to file Form 990/990-EZ/990-N, see records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Posccard) . If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www. irs .gov/charities. Enter "4221 -PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501 (c) (3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements .

0000059 07/30/15

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8016789240C-4	07/27/2015	07/31/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

MY BROTHERS AND SISTERS INC
4986 PRIETO DR
PENSACOLA FL 32506-5381

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
My Brothers and Sisters

2 Business name/disregarded entity name, if different from above
My Brothers and Sisters, LLC

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 501-C3
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P O Box 4598

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, Florida 32506

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 7 - 2 6 9 2 9 6 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8-2-2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 14, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

COPY

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 14, 2017

Knowledge Ministries DBA Golden Elite
Attn: Michael Etheredge
P.O. Box 1171, Gonzalez, FL 32560

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated July 5, 2017.

Dear Michael Etheredge,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for drug prevention, drug education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

COPY

FLORIDA
ACCREDITED

ESCAMBIA COUN
APPLI(
STATE LAW ENFORCE

Donation

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING ☐ EVENT ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☑ W-9 and ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: KNOWLEDGE MINISTRIES DBA GOLDEN ELITE DATE 07/05/2017

POINT OF CONTACT MICHAEL ETHEREDGE PH# (850) 346-4132

EMAIL ADDRESS: goldeneliteclub@hotmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (allow 2-3 weeks for processing) 07/21/2017 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: Knowledge Ministries

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street PO BOX 1171 City GONZALEZ State FL Zipcode 32560

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief ME (initial)

NAME OF CERTIFYING OFFICIAL
MICHAEL ETHEREDGE

TITLE OF CERTIFYING OFFICIAL
FOUNDER AND BOARD MEMBER

SIGNATURE (Digital)

DATE
07/05/2017

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		☑	☐	
CHIEF		☑	☐	O.K.
CFO		☑	☐	AMOUNT APPROVED
SHERIFF		☑	☐	$1,000.00
CFO ASSISTANT		Date processed		

ORIGINAL

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUTE 932.7055

DAVID MORGAN, SHERIFF

DATE 12/13/2017

ORGANIZATION/AGENCY NAME:

KNOWLEDGE MINISTRIES DBA GOLDEN ELITE

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Our mission is to use track and field to educate youth, parents about the importance of positive results that come from leading a physically active, drug free lifestyle while living with integrity. To instill due respect for oneself, one character, and one conduct. Our program focuses on abstinence and the education to help reduce teenage pregancy , we teach class on bullying, reducing childhood obesity &diabetes. With the fund received we will be able to continue educating our athletes on bullying ,teenage pregnancy prevention by living a drug free lifestyle and being constructive citizens.

SLET SPONSORSHIP

Date Received: 12/5/17

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification

NEW

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

No Previous Donation

☐ PREVIOUSLY APPROVED

ORGANIZATION/AGENCY NAME:

KNOWLEDGE MINISTRIES DBA GOLDEN ELITE

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☐ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

DIRECT SUPPORT

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office RSVP REQUIRED: ☐ YES ☐ NO

N/A

NUMBER OF TICKETS

NUMBER OF TABLES

NUMBER OF GUESTS

RESPOND NO LATER THAN

POINT OF CONTACT

PHONE NUMBER

E-MAIL

CONTACT INFORMATION

Questions concerning application or financial confirmations

JUDI FELTY 436-9949

EMAIL: SLETDonations@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations

ALLISON MORGAN 554-1385

EMAIL: almorgan@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo andstatement MUST appear on all printed material.When the SLET Sponsorship application has been approved you will be given the artwork(.png and .pdf formats) to be used on all printed material.

SUBMIT

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 27 2017

KNOWLEDGE MINISTRIES INC
P O BOX 1171
GONZALEZ, FL 32560-7806

Employer Identification Number:
59-3271828
DLN:
26053500003027
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2014
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

KNOWLEDGE MINISTRIES INC

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Enclosure:
Addendum

KNOWLEDGE MINISTRIES INC

ADDENDUM

If you have been in existence for at least three years and you have not filed a Form 990 return or notice for three consecutive years, you may soon receive a letter (Notice CP120A) that we automatically revoked your exempt status, as required by law, for failure to file a return or notice for three consecutive years. This letter will serve to reinstate your exempt status, so you will not need to re-apply. However, you may need to file the appropriate delinquent Forms 990 for all years you have operated as a tax-exempt organization.

0000049 06/06/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017286414C-2	05/25/2017	05/31/2022	501(C)(3) ORGANIZATION

This certifies that

KNOWLEDGE MINISTRIES INC
7248 TANNEHILL DR
PENSACOLA FL 32526-5020

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Knowledge Ministries

2 Business name/disregarded entity name, if different from above
Golden Elite Track and Field

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO BOX 1171

Requester's name and address (optional)

6 City, state, and ZIP code
GONZALEZ FL 32560

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
5 9 - 3 2 7 1 8 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ Michael St... | **Date** ▶ 7/14/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

State of Florida

Department of State

I certify from the records of this office that GOLDEN ELITE TRACK & FIELD CLUB is a Fictitious Name registered with the Department of State on January 9, 2017.

The Registration Number of this Fictitious Name is G17000002949.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Tenth day of January, 2017

Ken Detzner

Secretary of State

Authentication ID: **100294099261-011017-G17000002949**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

Name of Certifying Official: MICHAEL ETHEREDGE

Title of Certifying Official: FOUNDER AND PRESIDENT

1. As required by Florida Law, Statute 932.7055 5(C), the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida Law, Statute 932.7055, provide accounting for these funds and shall provide such reports to the Pensacola Police.
3. I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds.

All representations in this application are true, to the best of my knowledge and belief.

Signature: M. Etheredge Date: 12/5/17

TICKETS/RESERVATIONS/TABLES/GUESTS

of Tickets: # of Tables: # of Guests: RSVP Required Date:

CONTACT INFORMATION

For Tickets, Reservations, Confirmations, or Questions, please contact:

Tara Spencer, (850) 435 – 1855, email: letf@cityofpensacola.com

FOR INTERNAL USE ONLY

Chief Signature: _____ Date: _____ ◯ Approve ◯ Disapprove

Legal Signature: _____ Date: _____ ◯ Approve ◯ Disapprove

Mail to:	Drop Off at:	Send Signed and Scanned Application to:
P O Box 1750	711 N. Hayne Street	letf@cityofpensacola.com
Pensacola, FL 32591-1750	Pensacola, FL 32501	

APPROVED LOGO AND STATEMENT

Pensacola Police Department will attach a PDF Copy of the Approved Statement and Logo.

APPLICATION FOR PENSACOLA POLICE DEPARTMENT

LAW ENFORCEMENT TRUST FUND MONIES

ALL INFORMATION IS REQUIRED

Agency Name: KNOWLEDGE MINISTRIES I Agency Address: PO BOX 1171 GONZALEZ FL 325

Point of Contact: MICHAEL ETHEREDGE Amount Requested: $ 5,000.00

Phone: (850) 346-4132 Email: goldeneliteclub@hotmail.com

Type of Agency: ○ School ○ Charity ◉ Other 501(c)3 Non profit

Check Payable To: GOLDEN ELITE Mailing Address: PO BOX 1171 GONZALEZ FL 325260

Usage: ○ Crime Prevention ○ Safe Neighborhood ○ Drug Abuse Education

○ School Resource Officer ◉ Drug Prevention ○ Drug Treatment

FUNDING JUSTIFICATION (REQUIRED)

PROVIDE CERTIFICATION THAT FUNDS WILL BE USED FOR AUTHORIZED PURPOSES ONLY.
(ATTACH ADDITIONAL DOCUMENTATION, AS NEEDED, TO SUPPORT JUSTIFICATION)
NOTE: BE SURE TO INCLUDE AND IDENTIFY ANY ANTICIPATED RECURRING PENSACOLA POLICE DEPARTMENT COSTS.

Golden Elite's mission is to use trrack and field to educate youth and parents about the importance of positive results that come from leading a physically active ,drug free lifestlyle while living with integrity. To instill due respect for oneself, ones character, and ones conduct. Our program teaches classes on bullying, drug free lifestyle, and abstience. Golden Elite also focuses on reducing childhood obesity , diabetes and heart disease prevention. With the funds recieved we will be able to continue to educate our athletes on the above topics and providing resources and being contructive citizens. Our website is www.goldenelite.club .

**** APPLICATION WILL NOT BE PROCESSED WITHOUT THIS INFORMATION.**

CERTIFICATION (REQUIRED)

I AGREE TO COMPLY WITH THE REQUIREMENTS AND TO USE THE APPROVED LOGO AND STATEMENT PROVIDED WITH THIS APPLICATION. Initial Here: ME

PO Box 1171
Gonzalez, FL 32560
goldeneliteclub@hotmail.com
(850)-637-2978 or (850)-346-4132

DATE: 07/07/2017

TO: JUDI FELTY
FAX: 436-9194

FROM: CHERYL ETHEREDGE

RE: SLET DONATION/SPONSORSHIP

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13393 **County Administrator's Report 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/04/2018
Issue: STATE LAW ENFORCEMENT TRUST FUND
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County, for Fiscal Year 2017/2018:

A. Big Brothers Big Sisters of Northwest Florida, in the amount of $20,000; and

B. Covenant Care, in the amount of $5,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations, Object Code 58201]

BACKGROUND:

Per F.S. 932.7055, certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):
Big Brothers Big Sisters of Northwest Florida. - $20,000
Covenant Care - $5,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Big Brothers Big Sisters of NWF

Covenant Care

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 15, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 15, 2017

Big Brothers Big Sisters of Northwest Florida
Attn: Courtney Cook
1149 Creighton Road Suite 1, Pensacola, FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 5, 2017.

Dear Courtney Cook,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for crime prevention, drug prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $20,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA

ACCREDITED

#196

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUTE 932.7055

DAVID MORGAN, SHERIFF

DATE 12/5/2017

APPLICATION FOR ESCAMBIA COUNTY SHERIFF'S OFFICE STATE LAW ENFORCEMENT TRUST FUND MONIES

REQUIRED INFORMATION

AGENCY NAME: Big Brothers Big Sisters of Northwest Florida DATE 10/5/17

PH# 850.433.5437 POINT OF CONTACT Courtney Cook

EMAIL ADDRESS: ccook@bbbsnwfl.org

☐ FIRST REQUEST DATE MONIES NEEDED 01/12/18 AMOUNT REQUESTED: $20,000

**AMOUNT APPROVED: $20,000

CHECK PAYABLE TO: Big Brothers Big Sisters of Northwest Florida

MAILING ADDRESS: 1149 Creighton Rd., Suite 1, Pensacola, FL 32504 ☐ NEW ADDRESS

MONIES WILL BE USED FOR:

☒ CRIME PREVENTION ☒ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

CERTIFICATION

The requesting individual signing the application certifies that the funds will be used for direct support or advertising to encourage one of the areas listed above DY **(initial)**

NAME OF CERTIFYING OFFICIAL Paula Shell

TITLE OF CERTIFYING OFFICIAL CEO

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority on behalf of the requesting agency:
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true, to the best of my knowledge and belief.

SIGNATURE Paula Shell DATE 10/6/17

STAFF USE ONLY

	SIGNATURE	APPROVE	DISAPPROVE	COMMENTS
CFO		☑	☐	**
LEGAL	D. Lee	☑	☐	Qualifies as crime prevention & safe neighborhoods
CHIEF		☑	☐	
SHERIFF	DA	☑	☐	$20,000 -
CFO ASSISTANT				Date Processed for Payment 12/15/17

AGENCY NAME: Big Brothers Big Sisters of Northwest Florida

DATE OF SUBMISSION: 10/6/17

REQUIRED INFORMATION **JUSTIFICATION FOR FUNDING**

PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

Per Florida State Statute Florida Statutes - Chapter 932.7055 - Such funds may be used only for school resource, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other law enforcement purposes

THIS APPLICATION WILL NOT BE PROCESSED WITHOUT THIS INFORMATION:
YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

See attached executive summary

SLET DONATION

Date Received: 12/14/17

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification
- ☑ PREVIOUSLY APPROVED
- ☐ Request Info
- ☐ Email
- ☐ Phone 10/20/16
- ☐ Other $20,000.00

APPROVED LOGO AND STATEMENT

THIS IS A REQUIREMENT OF THE ESCAMBIA COUNTY SHERIFF'S OFFICE FOR APPROVAL OF THE REQUESTED FUNDS

The organization/agency requesting the SLET funds will be provided the application, letter from Sheriff Morgan and the prepared statement and LOGO.

1. The prepared statement and logo **MUST** be placed on all printed material.

2. To complete our requirement for the disbursement of funds the organization/agency must provide a proof of your advertisement for our auditing records. When we receive the proof which confirms our requirement we will issue the check to your organization/agency.

3. In addition the organization/agency requesting a SLET Donation from the Escambia County Sheriff's Office **MUST** provide a copy of their 501c3.

4. If, this is a direct support with no advertising included, please describe below.

INTERNAL USE ONLY

CONTACT INFORMATION

APPLICATION OR FINANCIAL CONFIRMATIONS OR QUESTIONS	JUDI FELTY 436-9949 email: jfelty@escambiaso.com
TICKETS; RESERVATIONS; GUESTS/ATTENDEES; CONFIRMATIONS OR QUESTIONS	ANITA BROOKS-INGRAM 436-9512 email: aingram@escambiaso.com

TYPE OF EVENT

☒ GALA ☐ BANQUET ☐ DINNER ☐ SPORT ☐ LUNCHEON

☐ FUNDRAISER

TICKETS/RESERVATIONS/TABLES/GUESTS			
NUMBER OF TICKETS	12	RSVP REQUIRED:	12.6.17
NUMBER OF TABLES	1	NAME	Courtney Cook
NUMBER OF GUESTS	12	PHONE NUMBER	850.433.5437
		DATE	10/6/17
OTHER INFORMATION		OTHER INFORMATION	

Big Brothers Big Sisters
of Northwest Florida

Executive Summary 2016-2017

Big Brothers Big Sisters of Northwest Florida

Number of client/participants receiving each service: Our agency mentored 650 children in fiscal year 2016/2017.

Service Area: Escambia, Santa Rosa, Okaloosa, Walton, & Bay Counties
Escambia/Santa Rosa: 392
Okaloosa/Walton: 154
Bay: 104

Organization Mission Statement: To provide children facing adversity with strong and enduring, professionally supported one-to-one relationships that change their lives for the better, forever.

Organizational Vision Statement: That all children achieve success in life.

Current Programs / Projects

Community Based Mentoring
This one-to-one mentoring option allows you the opportunity to pick up your Little Brother or Little Sister at his or her home and spend time together in the community 2-4 times a month. Outings can range from working on homework, doing arts and crafts, taking a bike ride, or watching a movie.

School Based Mentoring
This one-to-one option allows volunteers to meet with their Little Brother or Little Sister one hour a week at a nearby school. Many volunteers visit on their way to work, during their lunch hour, or perhaps during a long break during the day.

BIG Duo: This option is the same as community based mentoring, except the duo shares the responsibility of mentoring. Big Duos can be most any combination of mature adults- spouses, roommates, co-workers, etc.

BIGS with Badges
This is a program designed specially to match children with mentors in our community that wear a badge including: police departments, sheriff departments, fire and EMS departments, corrections, state and federal departments.

Friends of Big Brothers Big Sisters: This option allows individuals to support the mission of Big Brothers Big Sisters by assisting with special events, special projects, and by serving as ambassadors for Big Brothers Big Sisters. There are many opportunities to share your talents.

School to Work: The School to Work program is aimed at juniors and senior high school students to help improve their chances of graduating and transitioning into the workplace or post-secondary education. This program allows students to shadow volunteer employee mentors in the workplace for just a few hours each month during the school year. This exposure to the workplace and encouragement from volunteer mentors makes a world of difference. Student self-esteem blossoms, grades improve, and most important the student graduate high school with a career plan.

Target Population

Big Brothers Big Sisters of Northwest Florida serves children between the ages of 6 and 18 from low income families and primarily from single parent homes. Big Brothers Big Sisters of Northwest Florida defines low and moderate-income levels by qualification for free/reduced lunch and/or the household income. Currently 93% of the children and families that we serve meet our definition of low to moderate-income levels.

Demographics on Population: The families served in our program have various needs and risk factors, including:

- Single-parent / guardian household
- Incarcerated parent or parents
- Grandparents raising grandchildren
- Foster families
- Military families with one or both parents deployed
- Lack of parental education or value toward education
- The head of household is a high school dropout
- Family income is below the poverty line
- Child is living with parents who do not have steady full-time employment

Big Brothers Big Sisters Goals

Our focus is on prevention and our goals and objectives include the reduction of truancy, suspensions, juvenile delinquency, teen pregnancy, and gang participation. Further goals include academic improvement, improved social skills, and better relationships. These goals and objectives are obtained through individualized match plan goals. Research confirms that Big Brothers Big Sisters is successful in helping our community's most vulnerable children beat the odds. Our strength lies in the fact that we do what we do extremely well. We know our program encourages values such as hard work and honesty. Through an independent study of Big Brothers Big Sisters, we know that when our Littles meet regularly with their Big they are:

- More confident of their performance in school
- Get along better with their family
- 1/3 less likely to hit someone
- 27% less likely to begin using alcohol
- 52% less likely to skip school
- 37% less likely to skip a class
- 46% less likely than their peers to start using illegal drugs

The most important component of our mentoring program is childhood education, and our unique brand of one-to-one mentoring makes a BIG impact with proven results. Match specialist assess the little's report cards to evaluate the effectiveness of the implemented goals. We strive to reach a national Big Brothers Big Sisters

Standard of maintaining or improving grades at least 80%. Last year, of the children Big Brothers Big Sisters of Northwest Florida served in our local community we had the following results:

- 85% maintained or improved in math
- 90% maintained or improved in reading
- 84% maintained or improved in science
- 89% maintained or improved in school attendance
- 99% have remained crime free

Big Brothers Big Sisters matching process and services are critical to breaking the cycles of poverty and poor life choices and we are a true advocate for educational success. It costs $30,000 - $60,000 a year when a youth is sent to a moderate to high level juvenile facility. For every 100 youth we keep out of the criminal justice system, it saves Escambia and Santa Rosa county taxpayers 3-6 million dollars per year. On average, it cost $1,000 to support a match for a year or $2.74 a day. The cost of match services include: orientation, background screening, assessment, matching, case management, travel, activities, volunteer recruitment, and match support.

Sustainability

We are committed to sustainability with any funding received. We always work to secure new community donors, expansion, and increase in dollars raised through events. Our Governing Board and staff leadership is supportive as we work to contribute to the community dashboard of outcomes and increasing our overall fundraising efforts along with continuing to improve the community's awareness of our programs and the impact we have on the community and on education. In doing so we are working to become less dependent on state and federal dollars.

Director Evaluation

Our CEO is evaluated annually by our Board of Directors. Performance elements of rating are based on the following: quality, quantity, job knowledge, job performance, problem solving, communication, initiative, cooperation, adaptability, planning & organization, leadership, management skills, judgement, innovation, dependability and customer service. A summary is created by the board with areas of improvement and plan of action for success.

The Impact

Wallace was a naval officer stationed at Naval Air Station Pensacola for two years. While in the area, Wallace decided to be become a BIG with us. He was matched with his Little brother, Andre. During the time they were matched, Wallace's focus with Andre was on life social skills. They worked on everything from tying a tie and how to eating at a fancy restaurant to how to deliver a proper handshake with a firm hand and eye contact when meeting new people. Wallace also instilled in Andre what it means to be a responsible man, the importance of education, and encouraged Andre that he could do anything as long as he worked hard. After their relationship ended, Andre never forgot what Wallace instilled in him. Andre was the first in his family to graduate from high school, the first to graduate from college, and the first to be accepted to law school where today he practices law in Atlanta, GA. Big Brothers Big Sisters is more than someone to help with homework, although we do that, Big Brothers Big Sisters is about changing lives- forever.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248367576
Mar. 09, 2017 LTR 4168C 0
59-2996893 000000 00
00018467
BODC: TE

BIG BROTHERS BIG SISTERS OF
NORTHWEST FLORIDA INC
1149 CREIGHTON RD STE 1
PENSACOLA FL 32504

029260

Employer ID Number: 59-2996893
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Feb. 28, 2017, regarding your tax-exempt status.

We issued you a determination letter in June 1990, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248367576
Mar. 09, 2017 LTR 4168C 0
59-2996893 000000 00
00018468

BIG BROTHERS BIG SISTERS OF
NORTHWEST FLORIDA INC
1149 CREIGHTON RD STE 1
PENSACOLA FL 32504

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012531036C-6	04/30/2015	04/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BIG BROTHERS BIG SISTERS OF NORTHWEST
FLORIDA INC
1149 CREIGHTON RD STE 1
PENSACOLA FL 32504-7071

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Big Brothers Big Sisters of Northwest Florida Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1149 Creighton Rd STE #1

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 9 – 2 9 9 6 8 9 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/17/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Dear Friend of Big Brothers Big Sisters,

I am very excited to announce the theme of this year's Big Brother Big Sisters fundraising event, "The Big Gala – Oh, the places you'll go". Oh, the places you'll go, Dr. Suess' well-known children's book, embodies the belief of Big Brothers Big Sisters that, inherent in every child is the ability to succeed and thrive in life. He says that best in the quote "You have brains in your head. You have feet in your shoes. You can steer yourself any direction you choose." Big Brothers Big Sisters helps nurture children facing adversity to realize their potential to do just that. This year's event will be held January 12, 2018 at the Hilton Pensacola Beach Gulf Front.

I am honored to serve as chair of the 2018 The Big Gala and I am hoping that you will join me by becoming a sponsor of this annual event supporting the important work that Big Brothers and Big Sisters is doing throughout Northwest Florida. There are over 200 children in Northwest Florida on the waiting list to be matched with a caring mentor but in order to match those children, we need the funding and the volunteers. It costs on average $1,000 to support one mentoring relationship for the course of one year.

As business and community leaders, we understand the impact a positive adult role model can have on a child's life and in turn impacting our community in a positive manner as well. Studies show Big Brothers Big Sisters programs have proven positive academic and behavioral outcomes for youth in areas linked to high school graduation, avoidance of juvenile delinquency and college readiness. Childhood mentoring makes a BIG positive impact on our community.

Make a BIG impact in a child's life and on our community by sponsoring the 2018 "The Big Gala – Oh, the places you'll go" and take pride in knowing, you will help them get there. Thank you for your consideration of support and all you do to provide opportunities for the children of Northwest Florida.

For more information, contact Courtney Cook at 850.433.KIDS (5437) or via email ccook@bbbsnwfl.org.

Sincerely,

Susan Davis

Susan Davis
2018 Honorary Chair
The Big Gala – Oh, the places you'll go

2018 SPONSORSHIP OPPORTUNITIES

THE BIG GALA

Oh, the places you'll go!

JANUARY 12, 2018
HILTON PENSACOLA BEACH
6 P.M. — MIDNIGHT

BENEFITING
BIG BROTHERS BIG SISTERS
OF NORTHWEST FLORIDA

ABOUT BIG BROTHERS BIG SISTERS OF NORTHWEST FLORIDA

Big Brothers Big Sisters of Northwest Florida has been the area's leader in one-to-one youth services for 28 years. We match caring, adult mentors with children ages 6 through 18 who come primarily from single-parent homes.

As a child, each one of us had someone there for us other than our parents—someone who broadened our horizons, pushed us to do better, and brought a little magic into our lives. A Big Brother or Big Sister does just that for the children who need it the most. Our service area includes: Escambia, Santa Rosa, Okaloosa, Walton and Bay Counties.

our mission

Our mission is to provide children facing adversity with strong and enduring, professionally supported one-to-one relationships that change their lives for the better, forever.

our vision

Our vision is that all children achieve success in life.

WHY SPONSOR THE BIG GALA?

Children in this community need your help! You can make an impact.

local impact

Money stays local. Every dollar stays in Northwest Florida to support the agency and matching services for children.

Last year, Big Brothers Big Sisters of Northwest Florida served 650 children through one-to-one mentoring. Our reports show that out of our Littles,

- 99% have remained crime free.
- 90% maintained or improved in reading.
- 89% maintained or improved in school attendance.
- 85% maintained or improved in math.
- 84% maintained or improved in science.

brand awareness

Big Brothers Big Sisters is one of the nation's best-recognized brands in more than 5,000 communities nationwide. A partnership with us can create meaningful opportunities for your customers, your employees and your local community. A sponsorship of The BIG Gala will be a meaningful way to partner with Big Brothers Big Sisters in an effort to serve more children. Your support will encourage others to volunteer their time and provide resources.

Big Brothers Big Sisters
of Northwest Florida

PRESENTING SPONSOR - $20,000

Supports twenty (20) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for twelve (12) at The BIG Gala
- Two (2) one-bedroom suites at the Hilton Pensacola Beach Gulf Front
- Dedicated server to ensure personal treatment for your guests
- Four (4) bottles of wine at your tables
- Invitations for six (6) to The BIG Gala sponsor party
- Event will be presented by "Your Company Name" on all media advertising.
- Logo inclusion on multiple media screens when ballroom doors open and during the dinner
- Logo printed on dinner menus at each place setting
- Logo on step and repeat backdrop at red carpet photos
- Top level recognition in all event marketing including invitations and thank you ads
- Top level recognition in event slideshow
- Table signage and continuous recognition at Gala by Master of Ceremonies
- Full-page color recognition piece in event program with premier placement (inside cover)
- Big Brothers Big Sisters engraved wine glasses for each of your guests

JEWELRY SPONSOR - $15,000 (ONLY ONE SOLD)

Supports fifteen (15) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for twelve (12) at The BIG Gala
- One (1) one-bedroom suite at the Hilton Pensacola Beach
- Logo on step and repeat backdrop at red carpet photos
- Dedicated server to ensure personal treatment for your guests
- Opportunity to bring jewelry display and signage
- Four (4) bottles of wine at your table
- Invitations for six (6) to The BIG Gala sponsor party
- Company logo on all media advertising
- Top level recognition in all event marketing including invitations and thank you ads
- Top level recognition in event slideshow
- Table signage and recognition at gala by Master of Ceremonies
- Full-page color recognition piece in event program with premier placement
- Big Brothers Big Sisters engraved wine glasses for each of your guests

ENTERTAINMENT SPONSOR - $15,000 (ONLY ONE SOLD)

Supports fifteen (15) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for twelve (12) at The BIG Gala
- One (1) one-bedroom suite at the Hilton Pensacola Beach Gulf Front
- Logo inclusion on multiple media screens during the entertainment
- Signage on stage with company logo
- Company representative may introduce entertainment.
- Dedicated server to ensure personal treatment for your guests
- Four (4) bottles of wine at your table
- Invitations for six (6) to The BIG Gala sponsor party
- Company logo on all media advertising
- Top level recognition in all event marketing including invitations and thank you ads
- Top level recognition in event slideshow
- Table signage and recognition at gala by Master of Ceremonies
- Full-page color recognition piece in event program with premier placement
- Big Brothers Big Sisters engraved wine glasses for each of your guests

WINE SPONSOR - $15,000 (ONLY ONE SOLD)

Supports fifteen (15) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for twelve (12) at The BIG Gala
- One (1) one-bedroom suite at the Hilton Pensacola Beach Gulf Front
- All wine will be tagged with company logo.
- Dedicated server to ensure personal treatment for your guests
- Four (4) bottles of wine at your table
- Invitations for six (6) to The BIG Gala sponsor party
- Company logo on all media advertising
- Top level recognition in all event marketing including invitations and thank you ads
- Top level recognition in event slideshow
- Table signage and recognition at gala by Master of Ceremonies
- Full-page color recognition piece in event program with premier placement
- Big Brothers Big Sisters engraved wine glasses for each of your guests

BAR SPONSOR - $12,500 (ONLY ONE SOLD)

Supports twelve (12) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for twelve (12) at The BIG Gala
- One (1) gulf front room at the Hilton Pensacola Beach Gulf Front
- Opportunity to have your company logo on the beverage napkins.
  Napkins will be provided by Big Brothers Big Sisters. There are three beverage stations.
- Logo included on bar signage
- Dedicated server to ensure personal treatment for your guests
- Four (4) bottles of wine at your table
- Invitations for four (4) to The BIG Gala sponsor party
- Premier recognition in all event marketing including invitations and thank you ads
- Premier recognition in promotional ads
- Premier recognition in event slideshow and table signage
- Full-page color recognition piece in event program with premier placement
- Big Brothers Big Sisters engraved wine glasses for each of your guests

SIGNATURE TABLE SPONSOR - $10,000 (MULTIPLE SOLD)

Supports ten (10) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for twelve (12) at The BIG Gala
- One (1) gulf front room at the Hilton Pensacola Beach Gulf Front
- Dedicated server to ensure personal treatment for your guests
- Four (4) bottles of wine at your table
- Invitations for six (6) to The BIG Gala sponsor party
- Company logo on all media advertising
- Top level recognition in all event marketing including invitations and thank you ads
- Top level recognition in event slideshow
- Table signage and recognition at gala by Master of Ceremonies
- Full-page color recognition piece in event program with premier placement
- Big Brothers Big Sisters engraved wine glasses for each of your guests

VALET SPONSOR - $7,500 (ONLY ONE SOLD)

Supports seven (7) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for ten (10) at The BIG Gala
- One (1) gulf front room at the Hilton Pensacola Beach Gulf Front
- Signage to be placed at entrance of the event
- Opportunity to leave gift in each car. Gift must be approved by Big Brothers Big Sisters.
- Dedicated server to ensure personal treatment for your guests
- Four (4) bottles of wine at your table
- Invitations for four (4) to The BIG Gala sponsor party
- Premier recognition in all event marketing including invitations and thank you ads
- Premier recognition in promotional ads
- Premier recognition in event slideshow and table signage
- Full-page color recognition piece in event program with premier placement
- Big Brothers Big Sisters engraved wine glasses for each of your guests

PARTY FAVOR SPONSOR - $7,500 (ONLY ONE SOLD)

Supports seven (7) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for ten (10) at The BIG Gala
- One (1) gulf front room at the Hilton Pensacola Beach Gulf Front
- Opportunity to leave a special take-away gift (approx. 400) for our guests capturing the theme of the evening. Your company's logo may be creatively displayed on the party favor packaging. Gift must be approved by Big Brothers Big Sisters. Company must supply gift.
- Dedicated server to ensure personal treatment for your guests
- Four (4) bottles of wine at your table
- Invitations for four (4) to The BIG Gala sponsor party
- Premier recognition in all event marketing including invitations and thank you ads
- Premier recognition in promotional ads
- Premier recognition in event slideshow and table signage
- Full-page color recognition piece in event program with premier placement
- Big Brothers Big Sisters engraved wine glasses for each of your guests

PREMIER TABLE SPONSOR - $5,000 (MULTIPLE SOLD)

Supports five (5) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for ten (10) at The BIG Gala
- One (1) gulf front room at the Hilton Pensacola Beach Gulf Front
- Dedicated server to ensure personal treatment for your guests
- Four (4) bottles of wine at your table
- Invitations for four (4) to The BIG Gala sponsor party
- Premier recognition in all event marketing including invitations and thank you ads
- Premier recognition in promotional ads
- Premier recognition in event slideshow and table signage
- Half-page color recognition piece in event program with premier placement

SIGNATURE DRINK SPONSOR - $4,000 (ONLY ONE SOLD)

Supports four (4) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for eight (8) at The BIG Gala
- Opportunity to name signature drink. Big Brothers Big Sisters must approve name.
- Company logo on specialty drink signage
- Three (3) bottles of wine at your table
- Invitations for two (2) to The BIG Gala sponsor party
- Recognition in all event marketing including thank you ads
- Recognition in promotional ads
- Recognition in event slideshow and table signage
- Half-page color recognition piece in event program with preferred placement

REGISTRATION SPONSOR - $3,000 (ONLY ONE SOLD)

Supports three (3) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for eight (8) at The BIG Gala
- Your donation will provide a smooth transition at the registration area. In return for your support, your logo will be included on registration signage.
- Three (3) bottles of wine at your table
- Invitations for two (2) to The BIG Gala sponsor party
- Recognition in all event marketing including thank you ads
- Recognition in promotional ads
- Recognition in event slideshow and table signage
- Half-page color recognition piece in event program with preferred placement

CORPORATE TABLE SPONSOR - $2,500 (MULTIPLE SOLD)

Supports two (2) children facing adversity with a caring, supportive mentor in their life for one year

- One (1) table for eight (8) at The BIG Gala
- Three (3) bottles of wine at your table
- Invitations for two (2) to The BIG Gala sponsor party
- Recognition in all event marketing including thank you ads
- Recognition in promotional ads
- Recognition in event slideshow and table signage
- Half-page color recognition piece in event program with preferred placement

FRIEND OF BIG BROTHERS BIG SISTERS
"GRAND SPONSOR" - $2,000 (MULTIPLE SOLD)

Supports two (2) children facing adversity with a caring, supportive mentor in their life for one year

- Two (2) tickets for The BIG Gala with signature level seating
- One (1) gulf front room at the Hilton Pensacola Beach Gulf Front
- One (1) bottle of wine at your table per Grand Sponsor
- Invitations for two (2) to The BIG Gala sponsor party
- Recognition in all event marketing including thank you ads
- Recognition in promotional ads
- Recognition in event slideshow and table signage
- Half-page color recognition piece in event program with preferred placement
- Big Brothers Big Sisters wine glasses for each of your guests

FRIEND OF BIG BROTHERS BIG SISTERS
"PATRON SPONSOR" - $1,000 (MULTIPLE SOLD)

Supports one (1) child facing adversity with a caring, supportive mentor in their life for one year

- Two (2) tickets for The BIG Gala
- Invitations for two (2) to The BIG Gala sponsor party
- Name listed in event program

Acknowledgment of sponsors in print materials are subject to print deadlines.

Big Brothers Big Sisters of Northwest Florida is a 501(C) 3 and meets all the requirements specified by the Florida Solicitation of Contribution Act. A copy of the official registration and financial information may be obtained from the Division of Services by calling (800) 435-7352. Registration does not imply endorsement, approval, or recommendation by the State. All proceeds go to support Big Brothers Big Sisters of Northwest Florida, registration #CH16741.

Big Brothers Big Sisters
of Northwest Florida

MARKETING@BBBSNWFL.ORG

T 850.433.5437
F 850.433.1288

BBBSNWFL.ORG

Big Brothers Big Sisters
of Northwest Florida

The BIG Gala

Friday, January 12th, 2018

6 p.m. – Midnight, Hilton Pensacola Beach Gulf Front

Benefiting Big Brothers Big Sisters of Northwest Florida

Sponsorship Pledge Form

I will sponsor The BIG Gala on Friday, January 12, 2018 at the Hilton Pensacola Beach.

_____Presenting Sponsor	$20,000
_____Jewelry Sponsor	$15,000
_____Entertainment Sponsor	$15,000
_____Wine Sponsor	$15,000
_____Bar Sponsor	$12,500
_____Signature Table Sponsor	$10,000
_____Valet Sponsor	$7,500
_____Party Favor Sponsor	$7,500
_____Premier Table Sponsor	$5,000
_____Signature Drink Sponsor	$4,000
_____Registration Sponsor	$3,000
_____Corporate Table Sponsor	$2,500
_____Friend of Big Brothers Big Sisters "Grand Sponsor"	$2,000
_____ Friend of Big Brothers Big Sisters "Patron Sponsor"	$1,000

I will: ___ Pay by Check ___ Pay by Credit Card (Please Call me) ___Send Invoice

---

Please fill out completely:

Company Name: _____

Contact Person & Position: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____

Official Name to Appear on Marketing Materials: _____

Signature: _____

Thank you for making a BIG difference in a child's life by supporting The BIG Gala.
It costs on average $1,000 to support one mentoring relationship for one year. Costs include extensive background screenings, volunteer trainings and professional case management, so that no child is left unsupported.

Big Brothers Big Sisters
of Northwest Florida

Return this form to Big Brothers Big Sisters of Northwest Florida via fax at 850.433.1288, email marketing@bbbsnwfl.org or by mail 1149 Creighton Rd, Suite 1, Pensacola, FL 32504.
For additional information, contact Courtney Cook, 850.433.5437 or ccook@bbbsnwfl.org.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 15, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 15, 2017

Covenant Care
Attn: Aaron West
5041 North 12th Avenue, Pensacola, FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 5, 2017.

Dear Aaron West,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for safe neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

DONATION

ESCAM

APPLICATION FOR

STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☒ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING ☐ EVENT ☒ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☒ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☒ W-9 and ☒ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Covenant Care DATE 12/5/2017

POINT OF CONTACT Aaron West PH# 850-202-5809

EMAIL ADDRESS: Aaron.West@choosecovenant.org ☒ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (allow 2-3 weeks for processing) 12/29/2017 AMOUNT REQUESTED: $10,000

CHECK PAYABLE TO: Covenant Care

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 5041 North 12th Avenue City Pensacola State FL Zip Code 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief AW (initial)

NAME OF CERTIFYING OFFICIAL: Aaron West

TITLE OF CERTIFYING OFFICIAL: Vice President

SIGNATURE (Digital): J. Gabbert

DATE: 12/5/2017

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL	W. Mott	☑	☐	
CHIEF	[signature]	☑	☐	D.K.
CFO	[signature]	☑	☐	AMOUNT APPROVED $5,000.00
SHERIFF	[signature]	☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055
CFO ASSISTANT	[signature]			

Date processed 12/15/17

[signature]
DAVID MORGAN, SHERIFF

DATE 12/15/17

ORGANIZATION/AGENCY NAME:

Covenant Care

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) (c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The Project Lifesaver program is administered by Covenant Care and provides tracking devices to individuals suffering from Alzheimer's and Dementia. This is a critical component of safety for Escambia County, FL residents and here is why:

Alzheimer's patients have a tendency to wander, become lost and are many times unable to communicate their names and where they live. This is an unfortunate behavior of the disease and causes stress, anxiety and danger for the individual, their family and communities.

Search crews (including ESCO Deputies) spend an average of eight hours looking for a lost dementia patient who is not equipped with a technological tracking or identification device. With Project Lifesaver, we have been able to reduce search times to less than one hour, saving thousands of dollars in manpower, fuel, equipment and time. Additionally, families and communities experience greater comfort.

Covenant Care hosts the Project Lifesaver program throughout Northwest Florida. We provide services and devices and maintain a secure database to track patients and maintain critical equipment. Your deputies complete the circle of services by conducting searches for lost individuals. We are thankful for their service.

Covenant Care receives NO STATE or FEDERAL funding to support the Project Lifesaver program. We rely solely on fundraising and community support to offer this program.

Funds requested from ESCO will be used to purchase PLS transmitters, batteries and wristbands and support costs associated with maintenance and operations.

SLET DONATION

Date Received: 12/12/17

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification

NEW

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

☐ PREVIOUSLY APPROVED

ORGANIZATION/AGENCY NAME:

Covenant Care

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☐ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office RSVP REQUIRED: ☐ YES NO

NUMBER OF TICKETS _____ RESPOND NO LATER THAN

NUMBER OF TABLES

POINT OF CONTACT

NUMBER OF GUESTS _____

PHONE NUMBER

E-MAIL

CONTACT INFORMATION

Questions concerning application or financial confirmations

DAN CAPOZZOLO 436-9949

EMAIL: dlcapozzolo@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations

DAN CAPOZZOLO 436-9949

EMAIL: dlcapozzolo@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo and statement MUST appear on all printed materials. When the SLET Sponsorship application has been approved you will be given the artwork (.png and .pdf formats) to be used on all printed material.

SUBMIT

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: NOV 0 5 2007

Person to Contact:
Barb Herald
ID #31-02637
Toll Free Telephone Number:
877-829-5500
Employer Identification Number:
59-3060139

COVENANT HOSPICE FOUNDATION INC
% M ANN GARDNER
5041 N 12TH AVE
PENSACOLA FL 32504

Dear Sir or Madam:

This is in response to your request of September 4, 2007, regarding your tax-exempt status. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter was issued in January 1992 that recognized you as exempt from Federal income tax, and reflect that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Cindy Westcott

Cindy Westcott
Manager, Exempt Organizations
Determinations

11/20/13

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8014954226C-8	12/31/2013	12/31/2018	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

COVENANT HOSPICE INC
5041 N 12TH AVE
PENSACOLA FL 32504-8916

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Covenant Hospice Foundation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5041 North 12th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - __ - ____

or

Employer identification number
59 - 3060139

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 02/28/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13402 **County Administrator's Report 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/04/2018
Issue: STATE LAW ENFORCEMENT TRUST FUNDS
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. American Heart Association, in the amount of $2,500; and

B. IHMC, in the amount of $12,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations, Object Code 58201]

BACKGROUND:

Per F.S. 932.7055, certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):
American Heart Association - $2,500
IHMC - $12,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

American Heart Association

IHMC

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 18, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 18, 2017

American Heart Association
Attn: Inger Alderfer
707 E. Cervantes Street, Suite B, Box 112, Pensacola, FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated November 15, 2017.

Dear Inger Alderfer,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for crime prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2,500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA CO
APF
STATE LAW ENFOR

DONATION

743

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTIONAL/ADVERTISING ☑ EVENT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☑ W-9 and ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: American Heart Association DATE 11/15/2017

POINT OF CONTACT Inger Alderfer PH# (267) 994-8696

EMAIL ADDRESS: inger.alderfer@heart.org ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (allow 2-3 weeks for processing) 12/15/2017 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: American Heart Association

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 707 E. Cervantes Street, Suite B, Box 112 City Pensacola State FL Zipcode 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief IBA (initial)

NAME OF CERTIFYING OFFICIAL Inger B. Alderfer

TITLE OF CERTIFYING OFFICIAL Senior Regional Director

SIGNATURE (Digital) Inger Alderfer Digitally signed by Inger Alderfer DN: cn=Inger Alderfer, o=American Heart Association, ou, email=gsanwfl@heart.org, c=US Date: 2017.11.15 15:05:08 -06'00'

DATE 11/15/2017

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		☑	☐	
CHIEF		☑	☐	
CFO		☑	☐	AMOUNT APPROVED
SHERIFF		☑	☐	$2,500.00
CFO ASSISTANT				

Date processed 12/18/17

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUTE 932.7055

DAVID MORGAN, SHERIFF 12/15/17

11/2015

ORGANIZATION/AGENCY NAME:

American Heart Association

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Dear Community Partner,

The American Heart Association Heart Ball is a nationwide event that celebrates our mission to build healthier lives free of cardiovascular diseases and stroke. For more than 18 years, the Northwest Florida Heart Ball as promoted the American Heart Association's mission on a local level, and thanks to our donors' support we've seen inspiring advances in heart and stroke related illnesses.

Diseases of the heart are the Number One killer in the United States, and while stroke has recently dropped to the Number Five killer in our country, it remains a leading cause of disability. Funds raised through the Heart Ball are directed towards lifesaving research, some of which occurs in our own backyard at Sacred Heart Hospital. They have recently begun participation in a national stroke study called MaRISS (Mild and Rapidly Improving Stroke Study) in conjunction with the American Heart Association and the University of Miami. Research funding has led to breakthroughs and treatment advances like artificial heart valves, heart transplants, and CPR techniques and guidelines.

We humbly ask for your help in making our fundraising event a success by becoming a sponsor. The Northwest Florida Heart Ball is on Friday, March 9, 2018 at the Museum of Commerce in historic downtown Pensacola. As a part of the ECSO's support of our event, the American Heart Association will provide recognition of this in the Heart Ball event program. We hope that you will come celebrate life and good health with us!

Sincerely Yours,

Inger Alderfer

SLET SPONSORSHIP

Date Received: 11/15/17

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

$ 7500.00 10/29/15

☑ PREVIOUSLY APPROVED

ORGANIZATION/AGENCY NAME:

American Heart Association

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☑ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office RSVP REQUIRED: ☑ YES ☐ NO

NUMBER OF TICKETS	8	RESPOND NO LATER THAN	02/16/2018
NUMBER OF TABLES	1	POINT OF CONTACT	Inger Alderfer
NUMBER OF GUESTS	8	PHONE NUMBER	(267) 994-8696
		E-MAIL	inger.alderfer@heart.org

CONTACT INFORMATION

Questions concerning application or financial confirmations

JUDI FELTY 436-9949

EMAIL: SLETDonations@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations

ALLISON MORGAN 554-1385

EMAIL: almorgan@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo andstatement MUST appear on all printed material.When the SLET Sponsorship application has been approved you will be given the artwork(.png and .pdf formats) to be used on all printed material.

SUBMIT

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248225078
Jan. 12, 2017 LTR 4168C 0
13-5613797 000000 00
00012610
BODC: TE

AMERICAN HEART ASSOCIATION INC
NATIONAL CENTER
% SUNDER JOSHI EVP CFO
7272 GREENVILLE AVE
DALLAS TX 75231-5129

106811

Employer ID Number: 13-5613797
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Jan. 03, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 1949, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248225078
Jan. 12, 2017 LTR 4168C 0
13-5613797 000000 00
00012611

AMERICAN HEART ASSOCIATION INC
NATIONAL CENTER
% SUNDER JOSHI EVP CFO
7272 GREENVILLE AVE
DALLAS TX 75231-5129

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

0000015 09/26/13

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012621870C-8	11/30/2013	11/30/2018	501(C)(3) ORGANIZATION

This certifies that

AMERICAN HEART ASSOCIATION INC
7272 GREENVILLE AVE
DALLAS TX 75231-5129

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
American Heart Association, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ 501(c)(3) exempt org

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 1
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
7272 Greenville Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Dallas, TX 75231

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
1 3 - 5 6 1 3 7 9 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 2/7/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 18, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 18, 2017

IHMC
Attn: Dr. Ursula M. Schwuttke
40 S. Alcaniz Street, Pensacola, FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 4, 2017.

Dear Dr. Ursula Schwuttke,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for crime prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $12,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

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SPONSORSHIP

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING ☐ EVENT ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 or ☐ NOT-FOR-PROFIT and ☑ W-9 and ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: IHMC DATE 12/4/~~2107~~ 2017

POINT OF CONTACT Dr. Ursula M. Schwuttke PH# 850-202-4462

EMAIL ADDRESS: uschwuttke@ihmc.us ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (allow 2-3 weeks for processing) January 15, 2018 AMOUNT REQUESTED: $12,000

CHECK PAYABLE TO: IHMC

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 40 S. Alcaniz St. City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (initial)

NAME OF CERTIFYING OFFICIAL
Ursula M. Schwuttke

TITLE OF CERTIFYING OFFICIAL
Director, Educational Outreach

SIGNATURE (Digital)
Ursula M Schwuttke
Digitally signed by Ursula Schwuttke
DN: cn=Ursula Schwuttke, o, ou, email=uschwuttke@ihmc.us, c=US
Date: 2017.12.04 10:13:47 -05'00'

DATE
12/4/2017

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		☑	☐	
CHIEF		☑	☐	O.K.
CFO		☑	☐	AMOUNT APPROVED
SHERIFF		☑	☐	$12,000.

CFO ASSISTANT Date processed 12/7/18

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUTE 932.7055

DAVID MORGAN, SHERIFF

DATE 12/13/2017

11/2017

ORGANIZATION/AGENCY NAME:

IHMC

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) (c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

see attached.

SLET SPONSORSHIP

Date Received: 12/5/17

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

$10,000

☐ PREVIOUSLY APPROVED

ORGANIZATION/AGENCY NAME:

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☐ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office RSVP REQUIRED: ☐ YES NO

NUMBER OF TICKETS _____ RESPOND NO LATER THAN

NUMBER OF TABLES POINT OF CONTACT

NUMBER OF GUESTS _____ PHONE NUMBER

E-MAIL

CONTACT INFORMATION

Questions concerning application or financial confirmations

DAN CAPOZZOLO 436-9949

EMAIL: dlcapozzolo@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations

DAN CAPOZZOLO 436-9949

EMAIL: dlcapozzolo@escambiaso.com

APPROVED LOGO AND STATEMENT

Please read Sheriff Morgan's letter about using the approved and dated logo which includes a statement as to identify where the monies are being distributed from. The approved logo and statement MUST appear on all printed materials. When the SLET Sponsorship application has been approved you will be given the artwork (.png and .pdf formats) to be used on all printed material.

SUBMIT

Justification for SLET Funds

IHMC is seeking continuing support for its Science Technology Engineering and Math (STEM) -based youth outreach. The current request is for direct support of 2018 Science Saturdays and Summer Robotics Camp. IHMC received support for these programs from the Escambia County Sheriff's Office SLET funds in 2017.

The objective of these free-of-charge events is to expose children to fun science. Children in grades 3-5 participate in hands-on science activities during Science Saturdays, which are offered once per month during the fall and spring, for a total of eight events per year. Each event accommodates 64 students in two identical back-to-back sessions and offers engaging hands-on activities. This Spring the Science Saturday topics will include Secret Codes (January 20), Reaction Time (February 17), 3-D Printing (March 17) and Roller Coasters (April 28).

Summer robotics camp for middle school students offers hands-on fun while learning about computer programming and robotics. Last summer, IHMC offered two one-week introductory camps as well as an intermediate camp. Twenty students attended each of the three camps. During camp, students work in pairs as they learn to build and program robots, to cooperate as part of a team, and to solve problems with perseverance. Campers also have the opportunity to eat lunch in small groups with research scientists and to tour the IHCM robotics lab.

These programs showcase the exciting educational opportunities and career paths offered by STEM, in order to encourage kids to stick with all kinds of science and math in elementary school, middle school and beyond. Exposure to these kinds of programs has been shown to significantly impact the typical loss of interest in STEM subjects (and in academics in general) as students progress into high school, especially among girls and disadvantaged minority students.

We recruit students for IHMC's outreach events through the local schools, Boys and Girls Club, and Community Action Program Committee – Pensacola. We conduct targeted outreach to Dixon School of the Arts and PACE School for Girls, both of which serve at risk students. These efforts take place in close collaboration with the principals of the schools.

IHMC is located in downtown Pensacola. Over 70% of the students in Escambia County qualify for free or reduced-cost lunch. Most of the schools do not have the resources to provide hands-on science experiences. IHMC is a world -renowned research facility in the heart of this community. It is a center of excellence of computer science and robotics research. (IHMC researchers placed second in 2014 and 2015 in the DARPA International Robotics Challenge!) IHMC is committed to offering youth access to its technology and to its research staff, and to providing a path of opportunities for students as they progress from elementary school to middle school, high school, and college. Both programs also offer volunteer opportunities for high school students - opportunities that lead to Bright Futures

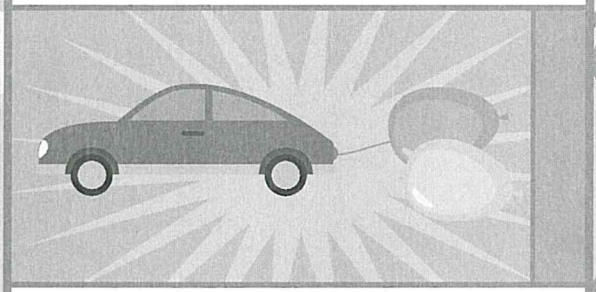
scholarships, internships, and future employment. We are proud to announce that this fall, one of the high school volunteers will be a young lady who is transitioning from PACE School for Girls to Washington High School.

The requested funds will help to cover program costs, materials and supplies, instructor fees, computer upgrades, etc. Upon request we would augment our current outreach offerings to include one or more tours of the IHMC robotics lab to the Pensacola Sherriff's Youth Ranch. These tours also may lead to general interest in STEM, and might serve as a means for recruiting students to Science Saturdays. We are requesting $12,000 in support of 2018 Science Saturdays and 2018 Summer Robotics Camp.

Science Saturdays

ihmc
FLORIDA INSTITUTE FOR HUMAN & MACHINE COGNITION

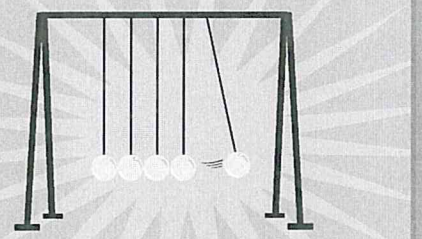
September 23



Balloon Cars

Presented by Dr. Chris Schmidt, IHMC

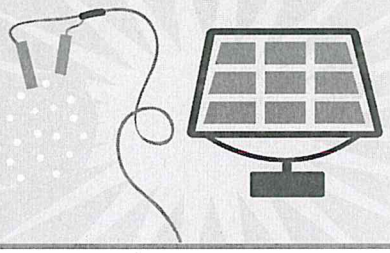
October 21



Pendulums

Presented by Dr. Pat Hayes, IHMC

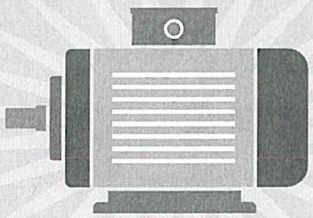
November 18



Lemon Batteries and Solar Cells

Presented by Dr. Ursula Schwuttke, IHMC

December 16



Electric Motors

Presented by Dr. Peter Neuhaus, IHMC

Science Saturdays are a science enrichment program for kids in grades 3, 4 and 5. Two sessions: 9 am and 11 am. They are held at IHMC, 40 S. Alcaniz St., Pensacola

Pre-registration is required and begins two weeks before the activity date.

Fall 2017

Sponsored by:

COX

SHERIFF DAVID MORGAN says, "YOUR LIFE... YOUR COMMUNITY... NO PLACE FOR DRUGS OR CRIME"
ESCAMBIA COUNTY SHERIFF'S OFFICE

Gulf Power

Please E-mail PensacolaScienceSat@ihmc.us or call 850-202-4462 to sign up.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248153327
Mar. 18, 2015 LTR 4168C 0
20-0760849 000000 00
00033646
BODC: TE

FLORIDA INSTITUTE FOR HUMAN AND
MACHINE COGNITION
% KENNETH M FORD
40 S ALCANIZ ST
PENSACOLA FL 32502

033580

Employer Identification Number: 20-0760849
Person to Contact: Ms. Espelage
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 10, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 2005.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248153327
Mar. 18, 2015 LTR 4168C 0
20-0760849 000000 00
00033647

FLORIDA INSTITUTE FOR HUMAN AND
MACHINE COGNITION
% KENNETH M FORD
40 S ALCANIZ ST
PENSACOLA FL 32502

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

0000039 01/17/15

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8013241652C-1	02/28/2015	02/29/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

FLORIDA INSTITUTE FOR HUMAN AND MACHINE
COGNITION INC
40 S ALCANIZ ST
PENSACOLA FL 32502-6008

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Florida Institute for Human and Machine Cognition, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☑ Other (see instructions) ▶ 501(C)(3)

Address (number, street, and apt. or suite no.)
40 South Alcaniz Street

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32502

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
2	0	-	0	7	6	0	8	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/2/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13411 **County Administrator's Report 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/04/2018
Issue: STATE LAW ENFORCEMENT TRUST FUND
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, Finance Division

That the Board approve the allocation of $15,000 of Law Enforcement Trust (LET) Funds to Pensacola Habitat for Humanity, per the requirements of F.S. 932.7055(5) (B) (C), for Outside Agency partners in Escambia County, for Fiscal Year 2017/2018.

Upon approval of this funding allocation, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organization, Object Code 58201]

BACKGROUND:

Per F.S. 932.7055, certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):
Pensacola Habitat for Humanity. - $15,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pensacola Habitat for Humanity

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 19, 2017

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 19, 2017

Pensacola Habitat for Humanity
Attn: Peggy Fowler
300 West Leonard Street, Pensacola, FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 1, 2017.

Dear Peggy Fowler,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for crime prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $15,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

[X] CRIME PREVENTION [ ] DRUG PREVENTION [ ] DRUG EDUCATION [X] SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

[ ] PROMOTIONAL/ADVERTISING [ ] EVENT [X] DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

[X] 501c3 or c4 or [ ] NOT-FOR-PROFIT and [X] W-9 and [X] CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Pensacola Habitat for Humanity DATE December 1, 2017

POINT OF CONTACT Peggy Fowler PH# 850-434-5456

EMAIL ADDRESS: pfowler@pensacolahabitat.org [X] INITIAL REQUEST [ ] PREVIOUS REQUEST

DATE FUNDS NEEDED (allow 2-3 weeks for processing) January 15, 2018 AMOUNT REQUESTED: $15,000.00

CHECK PAYABLE TO: Pensacola Habitat for Humanity - Camshire Meadows Playground

COMPLETE MAILING ADDRESS: [ ] NEW ADDRESS

Street 300 West Leonard Street City Pensacola State FL Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein;
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (initial)

NAME OF CERTIFYING OFFICIAL: Timothy H. Evans

TITLE OF CERTIFYING OFFICIAL: Executive Director

SIGNATURE (Digital): Timothy H. Evans

DATE: December 1, 2017

STAFFUSE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		[✓]	[ ]	
CHIEF		[✓]	[ ]	Suggest lower amount of $
CFO		[✓]	[ ]	AMOUNT APPROVED
SHERIFF		[✓]	[ ]	$15,000.
CFO ASSISTANT				

Date processed 12/19/17

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUTE 932.7055

DAVID MORGAN, SHERIFF 12/19/2017

1-2017

ORGANIZATION/AGENCY NAME:

Pensacola Habitat for Humanity

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) (c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Pensacola Habitat for Humanity is requesting funds from the SLET that will be used as part of the match to build a community playground at its Camshire Meadows Subdivision through the KaBOOM! non-profit organization (www.kaboom.org). There are no existing playgrounds or recreational facilities within the subdivision, nor are there any playgrounds within walking distance. The closest neighborhood park is over 2 miles away.

With 99 homes in the subdivision, there are over 180 children that don't have an appropriate outlet to play in or exercise. Subsequently, this makes it hard for the youth and adults to get together in a place safe from traffic in the subdivision streets and that provides critical exercise opportunities in a central, neutral environment. This situation is probably one of the main reasons why there have been numerous calls to the Escambia County Sheriff's Office for "juvenile-delinquent" type vandalism and mischievous activities in Camshire Meadows.

Since 2015, the Camshire Meadows HOA has been trying to develop its common open spaces with recreational and social gathering facilities to allow for safe, neutral gathering places for families and children to socialize and exercise. Pensacola Habitat for Humanity assisted the HOA in developing a conceptual plan for a central open space to include facilities such as a large playground structure, swing sets, a basketball court, picnic pavilions, benches, etc. (see attached site plan).

Camshire Meadows was recently featured on Channel 3 WEAR news for their efforts in raising money for the playground. Through a partnership with the KaBOOM/Dr. Pepper Snapple organization, Camshire Meadows is contributing $9,000 from the HOA fees to receive a $16,000 match of playground equipment. In addition to the $9,000 match, the neighborhood has to also raise funds or in kind services/materials for site preparation, safety surfacing and materials, and other miscellaneous costs associated with the construction of the playground (see attached budget).

With funding from the SLET that will allow the completion of some of these recreational improvements, the youth of Camshire Meadows will have access to healthy activities as an alternative to playing in the streets or participating in vandalism. The anticipated outcome of this project is a safer neighborhood, with less petty crime.

Based on research (A Review of the Social Impacts of Culture and Sport, Peter Taylor, Larissa Davies, Peter Wells, Jan Gilbertson and William Tayleur, March 2015), there is strong evidence that sports participation improves pro-social behavior and reduces crime and anti-social behavior, particularly for young men. This includes evidence of lower levels, for sports participants compared with non-participants, of recidivism, drunk driving, use of illegal drugs, crime and suspensions at school, property crime, shoplifting and juvenile crime.

Three possible effects of sports on criminal activity: counteract negative influences (i.e. displacement or motor charge models) such as boredom, natural aggression and demand for physical challenges; promote positive psycho-social attributes and skills (i.e. social learning model) such as social skills, locus of control, self-esteem, self-efficacy, self-confidence, self-discipline, pro-social behavior, teamwork; and/or promote anti-social attributes, such as aggression, violence and rule breaking.

ORGANIZATION/AGENCY NAME:

TYPE OF EVENT

☐ BANQUET ☐ LUNCHEON ☐ GALA ☐ DINNER ☐ SPORT ☐ PERFORMANCE

TICKETS/RESERVATIONS/TABLES/GUESTS

Available to Escambia County Sheriff's Office RSVP REQUIRED: ☐ YES NO

NUMBER OF TICKETS _____ RESPOND NO LATER THAN

NUMBER OF TABLES POINT OF CONTACT

NUMBER OF GUESTS _____ PHONE NUMBER

E-MAIL

CONTACT INFORMATION

Questions concerning application or financial confirmations

DAN CAPOZZOLO 436-9949

EMAIL: dlcapozzolo@escambiaso.com

Questions concerning RSVP's; Reservations; Guests/Attendees; Tickets or Confirmations

DAN CAPOZZOLO 436-9949

EMAIL: dlcapozzolo@escambiaso.com

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S

SLET SPONSORSHIP

Date Received: 12/4/17

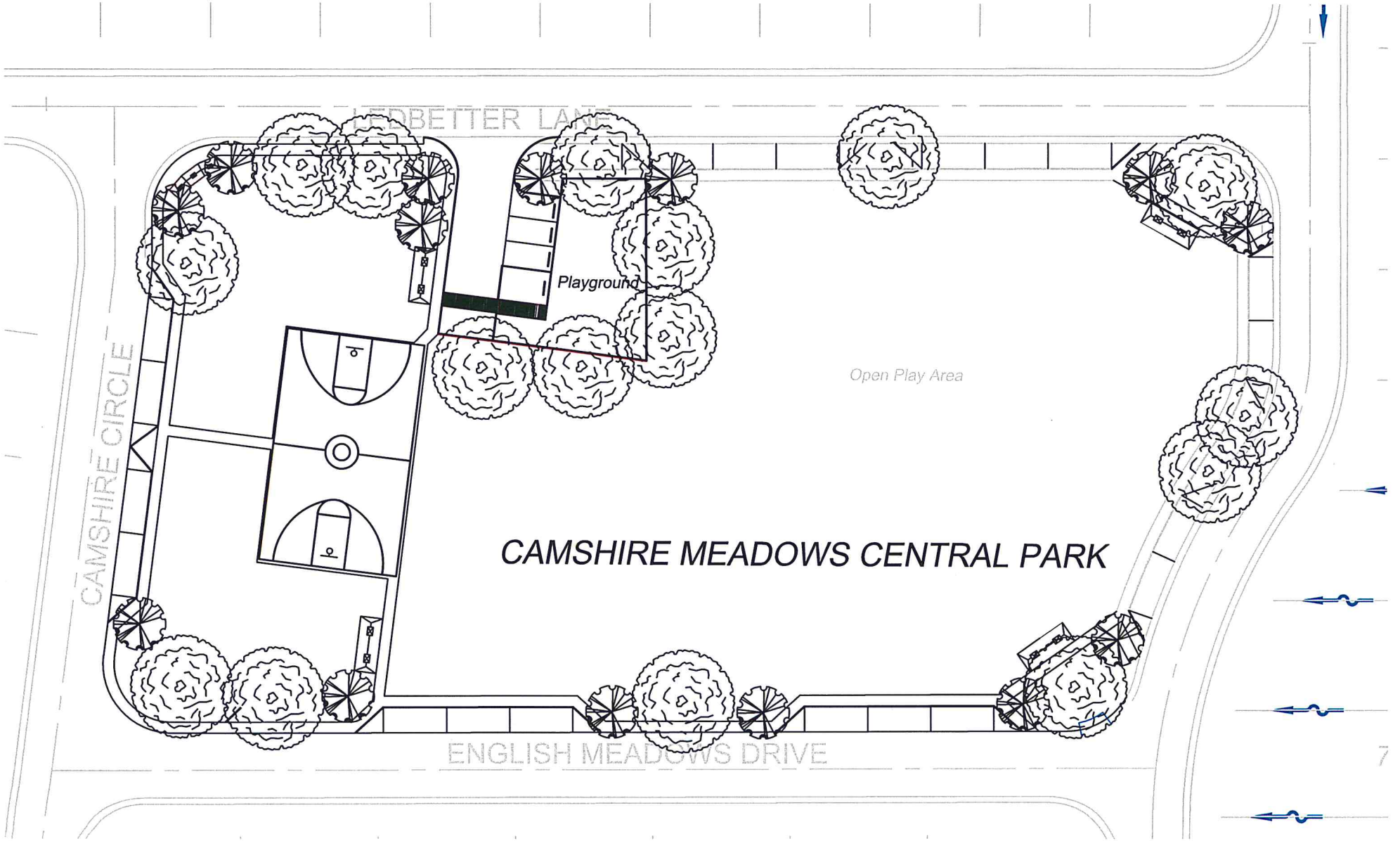
- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☑ Tax Certificate
- ☑ Justification

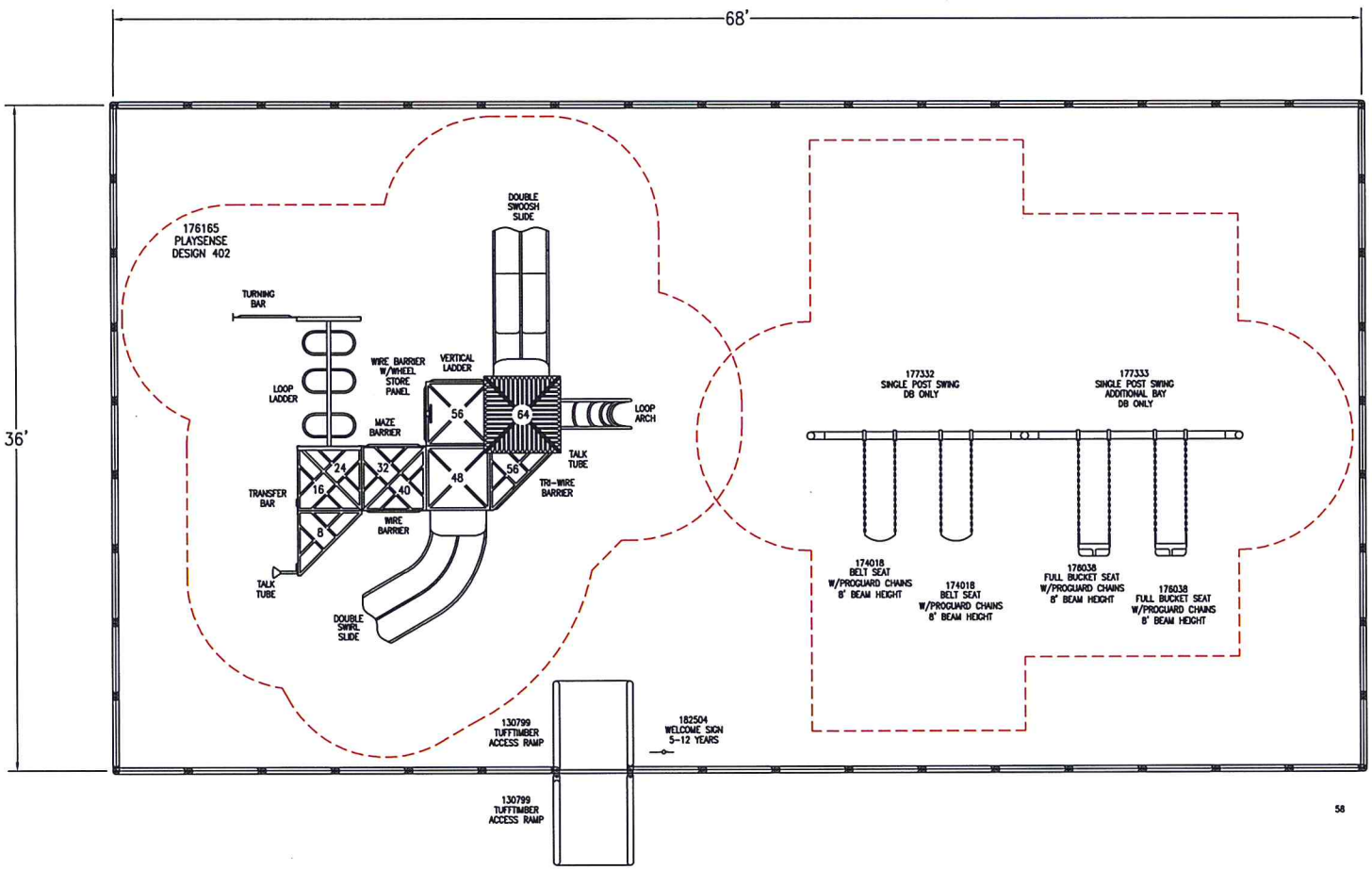
PFW

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

No Previous Donations

☐ PREVIOUSLY APPROVED


LEDBETTER LANE
CAMSHIRE CIRCLE
Playground
Open Play Area
CAMSHIRE MEADOWS CENTRAL PARK
ENGLISH MEADOWS DRIVE



TOTAL ELEVATED PLAY COMPONENTS	8		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

PlaySense©
(5-12 years)

Max Fall Height: 79 inches

landscape structures

IPEMA CERTIFIED

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)
2,448

DESIGNED BY:
JAG

COPYRIGHT: 03/24/17
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0038 FAX: 1-763-972-8081

Date	Previous Drawing #	Initials

SCALE: IN FEET
0' 1' 5' 10'

Pensacola
Habitat for Humanity

Rep Services, Inc.
Nathan Almon

SYSTEM TYPE:
PLAYSENSE

DRAWING #:
104466-1-1

ISO 14001:2004 CERTIFIED

ISO 9001:2008 Certified

Camshire Playground Project Expenses/Income

ESTIMATED EXPENSES		
Permitting fees	$2,100.00	Cash
Engineering Costs	$2,500.00	Cash
Play Equipment	$32,000.00	Cash
Safety Surfacing & Materials	$3,675.00	Cash
Installation Supervision	$1,200.00	Cash
Freight	$4,075.00	Cash
Site Leveling/ Grading	$250.00	Cash
Off-Street Parking (inc. ADA space)	$5,000.00	Cash
Promotional Flyers	$200.00	In-Kind
Miscellaneous Printing	$100.00	In-Kind
Build Day Meals/Water	$950.00	Cash
Tent/table/chair rental	$650.00	Cash
Safety Materials	$150.00	In-Kind
Dumpster/Recycling	$300.00	Cash
Bobcat & Operator	$500.00	
Augers (12" and 18")	$125.00	Cash
Concrete (3-5 pallets)	$750.00	Cash
Total Estimated Expenses	**$54,525.00**	
INCOME		
Kaboom Grant	$15,000.00	Cash
CSX Giving	$4,797.00	Cash
Pensacola Habitat for Humanity	$2,400.00	Cash/In-Kind
Camshire Meadows GoFundMe	$456.00	Cash
Camshire Meadows HOA Funds	$9,000.00	Cash
Navy Federal Dollars for Doers	$1,000.00	Cash
IP Foundation	$1,700.00	Cash
Pinnacle Cabinets	$200.00	Cash
Levin's Office	$2,500.00	Cash
Florida Blue	$600.00	Cash
Gene's Floor Covering	500.00	Cash
Sansing Foundation, Inc.	250.00	Cash
Joe Morris Funeral Home	100.00	Cash
Total Committed Income	**$38,503.00**	
Total Amount Needed	**$16,022.00**	

Note: Camshire Meadows HOA is continuing to fundraise, so feels sure that the $1,022 over and above the requested $15,000 will be possible to raise

As of November 30, 2017

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0424060534
Dec. 31, 2003 LTR 147C
59-2186044 000000 00 000
01571
BODC: TE

PENSACOLA HABITAT FOR HUMANITY INC
% BETTY H SALTER
1060 N GUILLEMARD ST
PENSACOLA FL 32501-3160603

Employer Identification Number: 59-2186044

Dear Taxpayer:

Thank you for the inquiry dated Nov. 21, 2003.

Our records indicate that Pensacola Habitat for Humanity Inc of Pensacola, FL is exempt under 501(c)(3) of the Internal Revenue Code, and in good standing with the Internal Revenue Service.

If you have any questions, please call us toll free at 1-877-829-5500 between the hours of 8:00 a.m. and 6:30 p.m., Eastern Time.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

Sincerely yours,

Nadine Wille

Nadine Wille
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter

0000038 02/21/14

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012671768C-7	03/31/2014	03/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PENSACOLA HABITAT FOR HUMANITY INC
300 W LEONARD ST
PENSACOLA FL 32501-1406

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pensacola Habitat for Humanity

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
300 West Leonard Street

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 1 8 6 0 4 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Peggy Fowler **Date ▶** 12/1/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13383 **County Administrator's Report 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/04/2018
Issue: Acquisition of Real Property Located at 5 Danbury Circle
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 5 Danbury Circle - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the purchase of real property located at 5 Danbury Circle (approximately 0.27 acres), from William C. Schrader:

A. Authorize the purchase of real property located 5 Danbury Circle (approximately 0.27 acres), from William C. Schrader, for the purchase price of $5,000;

B. Approve the Contract for Sale and Purchase for the acquisition of real property at 5 Danbury Circle (approximately 0.27 acres), from William C. Schrader; and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 210107, Project #13EN2382]

BACKGROUND:

In 2015, the National Fish and Wildlife Foundation (NFWF) officially awarded Escambia County over $1,000,000 in RESTORE funding for construction of five projects within the Bayou Chico Watershed. Funds were awarded through NFWF to improve water quality and enhance wildlife habitat. Projects are located in all three of the main freshwater tributaries to Bayou Chico, including a floodplain restoration/expansion project to be located along Jackson Creek, which will likely require acquisition of one or more properties. Meeting in regular session on July 23, 2015, the Board authorized staff to begin the process of obtaining necessary easements, parcels, and permits to complete the NFWF-funded restoration projects.

Natural Resources Management staff has since completed an evaluation of potential project sites located along the creek to prioritize properties according to the specified

restoration goals and grant-related metrics. Wesleyan Terrace 1st Addition was one of the recommended projects (item J in attachment - Jackson Creek Potential Projects)

Mr. Schrader's property is located at 5 Danbury Circle and is one of the parcels needed for the project. Meeting in regular session on August 17, 2017, the Board authorized staff to offer Mr. Schrader $5,000 to purchase his property.

BUDGETARY IMPACT:

Funds for this acquisition are available in Fund 352, LOST III, Cost Center 210107, Project #13EN2382]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase has been reviewed and approved by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

All work associated with this acquisition 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 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Schrader Contract
Map
BCC July 2015
BCC August 2017

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between William C. Schrader, a divorced and un-remarried man, whose address is 208 Greenridge Drive, Pensacola, Florida 32514 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2018.

2. PURCHASE PRICE; PAYMENT. The purchase price is Five Thousand Dollars ($5,000.00), payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain

binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. 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 the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:
William C. Schrader
208 Greenridge Drive
Pensacola, Florida 32514

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Jeff Bergosh, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty.
Date: Dec. 5, 2017

SELLER:

Yulanda Sparks
Witness
Yulanda Sparks
Print Name

Stacey S. Ward
Witness
Stacey S. Ward
Print Name

William C. Schrader
William C. Schrader

Date: 11-29-2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29 day of November, 2017, by **William C. Schrader.** He (__) is personally known to me, (✓) produced current Florida Drivers License as identification.

STACEY S. WARD
Notary Public - State of Florida
Commission #FF110637
My Commission Expires
April 7, 2018

(Notary Seal)

Stacey S. Ward
Signature of Notary Public

Stacey S. Ward
Printed Name of Notary Public

Exhibit "A"

Lot 29, Block "B", First Addition to Wesleyan Terrace, a subdivision of part of Section 37, Township 2 South, Range 30 West, as recorded in Plat Book 7, at Page 7, of the Public Records of Escambia County, Florida.

Jackson Creek Restoration

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 8/3/17 DISTRICT 2

Schrader Property

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

17. Taking the following action concerning the National Fish and Wildlife Foundation (NFWF) Project Funding Agreement for Bayou Chico Restoration Projects (Funding: this Grant will increase the Budget in Fund 118, Gulf Coast Restoration Fund, in the amount of $11,032,250; a matching contribution from Escambia County of $2,183,000.00 has been identified under a Florida Department of Environmental Protection 319 Grant [$750,000.00], which will be set up in Fund 110, Other Grants and Projects, and in Fund 352, Local Option Sales Tax III, Cost Center 210107, Transportation & Drainage, Project 08EN0272, Beach Haven [$1,433,000.00]):

A. Accepting and approving the National Fish and Wildlife Foundation Project Funding Agreement (NFWF Project ID #45910), in the amount of $11,032,250, for Bayou Chico Restoration Projects;

B. Authorizing the Chairman to sign the Project Funding Agreement and any subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board; and

C. Authorizing staff to begin the process of obtaining necessary easements, parcels, and permits to complete the Bayou Chico Restoration projects.

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Acquisition of Two Real Properties in Wesleyan Terrace

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, taking the following action to give further direction regarding the acquisition of two real properties located in Wesleyan Terrace 1st Addition Subdivision for the Jackson Creek Restoration Project (Funding Source: Fund 352, "LOST [Local Option Sales Tax] III," Cost Center 210107, Object Code 56101, Project #13EN2382):

A. Authorizing staff to make an offer to the following property owners; Market Value amounts and verbal counter offers are indicated below, and amending the [verbal counter-offer for] the Shrader property at 5 Danbury Circle [from $10,000] to $5,000:

Parcel ID and Description	Property Owner	Address	Parcel Size	Market Value	Verbal Counter-Offer
37-2S-30-3400-029-002 Platted, wedge-shaped lot, potential flood hazard	William C. Schrader	5 Danbury Circle	0.27 acre +/- 11,761 sf	$4,234	$5,000
37-2S-30-3400-017-002 **(COMP PARCEL)** Platted, wedge-shaped lot, potential flood hazard = $0.36/sf / 40% adjustment	Pepper Trust	7 Beth Circle	0.25 acre +/- 11,086 sf	$4,000	N/A
37-2S-30-3400-016-002 Platted, rectangle-shaped lot, no potential flood hazard	Alabama Baptist Children's Home and Family Ministries	8 Beth Circle	0.24 acre +/- 10,000 sf	$6,000	N/A
37-2S-30-3400-028-002 **(COMP PARCEL)** Platted, rectangle-shaped lot, no potential flood hazard =$0.60/sf / no adjustment	Pepper Trust	Danbury Circle (Blk)	0.24 acre +/- 10,000 sf	$6,000	N/A

(Continued on Page 28)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

B. Authorizing staff to draft the Contract for Sale and Purchase for the acquisition of real property located in Wesleyan Terrace 1st Addition Subdivision and bring the executed Contract back before the Board; and

C. Authorizing the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of these properties, without further action of the Board.

COMMISSIONER BERGOSH RELINQUISED THE CHAIR TO COMMISSIONER UNDERHILL

14. Issuance of a Purchase Order

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, approving to issue a Purchase Order, for a not-to-exceed amount of $241,325, to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction," to perform signal upgrades, as per the ITS/ATMS (Intelligent Traffic System/Automated Traffic Management System), as amended to include the additional intersections of Highway 95-A (Old Palafox) at Ten Mile Road and Highway 95-A (Old Palafox) at Kingsfield Road; the list of intersections (14 total), description of proposed upgrades, and costs are provided (Funding Source: Fund 352, "LOST [Local Option Sales Tax] III," Cost Center 201017, Object Code 56301, Project #11EN1028 - totaling $241,325).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13400 **County Administrator's Report 7.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/04/2018
Issue: Autism Coalition of Nevada/Autism Coalition of America (ACON)
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Autism Coalition of Nevada/Autism Coalition of America - Commissioner Robinson, District 4

That the Board approve the contribution of $2,000 of discretionary funds by Commissioner Grover Robinson to the 501c3 non-profit Autism Coalition of Nevada/Autism Coalition of America (ACON).

BACKGROUND:
Ms. Michelle Scott-Lewing is the President of ACON. Her 16-year old daughter Falynne, who is on the autism spectrum, has raised a very substantial amount for other charities throughout the United States through her shows. All of the performers are volunteers. In 2018, they are scheduled to perform for the American Cancer Society, the Children's Miracle Network, the Autism Coalition of America, the Journey of Hope and Autism Pensacola, Inc.

ACON is requesting financial assistance in bringing Falynne Lewing's fundraising performance for Autism Pensacola, Inc., to this area in 2018.

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:

N/A

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-13404 **County Administrator's Report 8.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/04/2018
Issue: Family Beach Fest
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Funding Request for Christian Surfers Pensacola Family Beach Fest - Commissioner Robinson, District 4

That the Board approve the contribution of $3,500 of discretionary funds by Commissioner Grover Robinson to the 501c3 non-profit Christian Surfers Pensacola.

BACKGROUND:

Christian Surfers Pensacola is hosting “Family Beach Fest” on Saturday, May 26, 2018, from 2:00 to 7:00 p.m. This will be a free event for the public that will include live music and will take place at the main pavilion on Pensacola Beach. There will be several food vendors participating as well. The goal is to honor God, family and our military. They will also be raising awareness for Five Two Backpack Ministry to help provide food for hungry school-age children in the Pensacola area. All churches and ministries in the area are invited to participate through financial donations and/or volunteer staff. All donations are tax deductible.

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:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will process the payment request.

Attachments

Family Beach Fest

Family Beach Fest

Christian Surfers Pensacola is hosting "Family Beach Fest" on Saturday, May 26th, 2018, from 2- to 7pm This will be a free event for the public and will take place at the main pavilion on Pensacola Beach. Our feature band will be Jon Forman of "Switchfoot", and there will also be three opening bands. Our goal is to honor God, family, and our military. We will also be raising awareness for Five Two Backpack Ministry to help provide food for hungry school-age children in the Pensacola area.

We are inviting all area churches and ministries to be part of this event through financial donations and/or volunteer staff. We are in need of business and corporate sponsors as well. All donations are tax deductible. Several local vendors will have the opportunity to set up food/promotional tents.

We are excited to help boost the economy of the Pensacola Beach businesses, as well as promote a family-friendly atmosphere on our beautiful beach! If you are interested in being part of this event, please contact me. My contact information is listed below.

Blessings,

Ben Martin
850.324.0316
Innerlightben@gmail.com
Christian Surfers Pensacola
CS Federal Tax ID # 77-0136158

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13395 **County Administrator's Report 9.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/04/2018
Issue: Design Criteria Professional Invoice and Draw Approval
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Invoice and Draw Schedule Approval for the DLR Group Working as the Design Criteria Professional for the Design/Build of the Escambia County Correctional Facility - Amy Lovoy, Assistant County Administrator

That the Board take the following action:

A. Review the provided invoice reconciliation and approve for payment the provided invoice from the DLR Group, as per the terms of PD 13-14.082;

B. Review and approve the provided draw schedule for the payment of tasks for Phase VI of PD 13-14.082, for a total of $925,100, per the terms of PD 13-14.082; and

C. Approve payment for Phase VII in equal installments the final two months prior to completion of the facility.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408]

BACKGROUND:

The DLR Group is the approved design criteria professionals for the design/build of the Escambia County Correctional Facility. Their contract consists of seven phases with multiple tasks for each phase. Invoices are submitted and paid based on a percent of completion for each phase based on the completed tasks. Escambia County has received an invoice from the DLR Group. Both Florida Statutes and the existing contract require the County to make payment within 45 days of receipt for any invoice that is correct and in keeping with the terms of the contract. County staff has review the current invoicing and is providing the attached analysis. The DLR Group has invoiced for the following:

- Phase V, Task 8 - Multi-Discipline Technical Reviews for Compliance - The DLR Group's technical analysis and summarizing Powerpoint Presentation has been presented to the Board and is included for reference.

- Phase V, Task 9 - Prepare Requests for Technical Clarification - The DLR group responded on behalf of the County to 98 questions posed by both design/build firms and composed a total of 76 questions to both firms proposing on the facility.
- Phase V, Task 10 - Detailed Review/Verification of Cost Proposal - (Included in the technical analysis)
- Phase V, Task 11 - RFP Proposal Review w/County Workshop - The DLR Group met with each available commissioner as well as administration to review both proposals. Dates for each meeting are provided in the backup.
- Phase V, Task 12 and Task 13 - Participate in Proposal Presentation Interviews/Assist in Interview Evaluation - Final review were conducted with the Board on August 8, 2017.
- Phase V, Task 14 - Assist County in Award/Issuance of NTP - The final contract was approved by the Board on December 14, 2017.
- Phase V, Task 15 - Document the Selection Process - The selection process was documented in the request for proposals document and is included as backup.
- Expenses Associated with Phase V

Additionally, phases VI and VII are on-going projects that includes tasks that will last the duration of the project and includes the hiring and installation of an on-site representative to serve as an owner's representative on the project. The DLR Group has retained Bay Design as a partner to perform tasks included in phase VI and VII. Since these tasks will last the duration of the project, an approved draw schedule is necessary for payment on these remaining tasks. A similar draw schedule was included in the initial contract; however changes are necessary due to the new timeline of the project.

BUDGETARY IMPACT:

This invoice remains within the approved scope and terms of the approved contract.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408]

LEGAL CONSIDERATIONS/SIGN-OFF:

Per Florida Statute 218.70 and the terms of the contract Escambia County has 45 days to remit payment for any correct invoice that is billed within accordance of the terms of the contract.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

DLR Tasks V through VII

DLR Invoice
DLR Group Invoice Analysis
DLR Technical Analysis
DLR Technical Powerpoint
Questions from DLR Group
DCR Questions Answered
DLR Documentation
DLR Phase VI Draw Schedule

Phase V: Design-Build Procurement

The purpose of Phase V is to assist the County in presenting the project requirements to the proposing DBEs and to provide technical assistance in the selection process and onboarding the successful team.

Phase V tasks include:

- V.1 RFQ Evaluation/Short List D-B Teams
- V.2 Issue RFP
- V.3 Pre-Proposal Meeting
- V.4 Requests for Clarifications Review
- V.5 Requests for Substitution Review/Response
- V.6 Supplemental Drawings & Addenda
- V.7 D-B Teams Submit Proposals
- V.8 Multi-Discipline Technical Reviews for Compliance
- V.9 Prepare Requests for Technical Clarifications
- V.10 Detailed Review/Verification of Cost Proposals
- V.11 RFP Proposal Review w/County Workshop
- V.12 Participate in Proposal Presentation Interviews
- V.13 Assist in Interview Evaluations
- V.14 Assist County in Award/ Issuance of NTP
- V.15 Document the Selection Process

Task V.1 RFQ Evaluation/Short List Three D-B Teams

The DLR Group/Bay Design Team will assist the County in evaluation of the RFQ submissions, and providing information and advice in the selection of the short list of a maximum of three firms to receive the Request for Proposals (RFP). The DCP Team will provide documentation of the process and results for the record.

Task V.2 Issue RFP

The DLR Group/Bay Design Team will assist the County in notification to the short-listed teams and in issuing the Request for Proposals (RFP), ensuring that a complete package is issued to each.

Task V.3 Pre-Proposal Meeting

After the RFP is issued, the DCP Team will be active participants in the Pre-Proposal Meeting with the short-listed DBE Teams. This will include a general presentation of the design approach, key issues, expectations for the DBE Proposals, and evaluation criteria. Generic questions will also be addressed and documented on the record.

Task V.4 Requests for Clarifications Review

Some technical issues may arise requiring more clarification. The DCP Team will carefully investigate each and provide technical guidance and answers as required.

Task V.5 Requests for Substitution Review/ Response

The DBE may make requests for substitutions, requiring a determination on acceptability. The DCP Team will carefully investigate each and provide technical guidance and answers as required.

Task V.6 Supplemental Drawings & Addenda

If an issue or question is identified that potentially impacts all DBE proposers, supplemental drawings and/or Addenda will be issued expeditiously as required.

Task V.7 D-B Teams Submit Proposals
The DCP Team will assist the County in receiving RFP responses, checking each package for general compliance with submission requirements.

Task V.8 Multi-Discipline Technical Review for Compliance
When the DBE Proposals are received, the various disciplines on the DCP Team will be engaged to ascertain whether or not each proposal conforms to the required criteria. If there are minor questions, clarifications will be solicited from the proposer(s) – in Task V.9.

Task V.9 Prepare Requests for Technical Clarification (of DBE Proposals)
During the technical review process by the DCP Team issues, missing/incomplete information, or lack of clarity in a DBE Proposal will be identified and follow-up requests for technical clarification will be drafted for the County to send to the effected DBE team.

Task V.10 Detailed Review/Verification of Cost Proposals
As a companion effort to Task V.09 above, this Task will delve into the price proposals for each team. Rider Levett Bucknell will lead this effort, with participation of DCP Team leaders providing their insight in terms of the feasibility of means and methods of construction and general costs by system.

Task V.11 RFP Proposal Review with County Workshop
A collective work session with stakeholders and the DCP Team leaders will be conducted to discuss the technical evaluations and findings with the designated Selection Committee. This workshop is important for Selection Committee members to understand how well each proposing team did in terms of technical compliance. This discussion will also include follow-up information gathered from the request for technical clarification above.

Task V.12 Participate in Proposal Presentation Interviews
The DLR Group/Bay Design team will provide experienced assistance and support to the Selection Committee in preparing for, conducting, and recording oral presentations by the respective DBE teams. It is assumed that the DCP Team will not be a voting member of the Selection Committee – but rather provide close in technical analysis and other review support.

Task V.13 Participate in Interview Evaluations
As a follow-up to V.12 above, the DLR Group/Bay Design team will provide assistance and support to the Selection Committee members for any questions they may have in terms of technical aspects of the project.

Task V.14 Assist County in Award/ Issuance of NTP
The DCP team will provide technical assistance in drafting a Notice of Award and issuing a Notice to Proceed to the successful DBE Team.

Task V.15 Document the Selection Process
The DLR Group/Bay Design Team will document the entire RFQ, RFP, and Selection Process for the record.

Fee Summary for Phase V: **$ 434,100** including expenses

Phase VI: Design-Build Delivery

The purpose of Phase VI is to provide continuing direct involvement in the Project representing the County's prime interest in getting the level of quality and quantities required in the Bridging Documents. During the Final Design Phase the DCP Team will provide technical assistance as required to promote a cost effective and appropriate final design solution that meets operational objectives. During the construction phase the DCP Team will continue to provide technical assistance and staff augmentation as required to carry the project forward successfully, resolving technical issues impartially.

Phase VI tasks include:

- VI.1 Attend Monthly AOC Meeting Reviews (24 meetings)
- VI.2 Periodic Review of Construction Document Development (2)
- VI.3 Provide Supplemental Information/Review Requests for Substitutions
- VI.4 Participate in Agency Reviews
- VI.5 Owner Direct Purchase Assistance
- VI.6 Review Pay Applications
- VI.7 Review Submittals
- VI.8 Field Observations - Full Time Field Representative [24 months]
- VI.9 RFI and Clarification Responses
- VI.10 Review Change Order Requests
- VI.11 Weekly Field Reports
- VI.12 Photography (by On-Site Rep.)
- VI.13 Punch List Reviews
- VI.14 Substantial Completion Review
- VI.15 Final Completion Review
- VI.16 Review Close-Out Documents

Task VI.1 Attend Monthly AOC Meeting Reviews (24 meetings)

The DLR Group/Bay Design team will participate in monthly meetings of the Architect/Owner/Contractor to provide an objective voice in maintaining the County's interests and interpretations of the design and construction requirements to be met.

Task VI.2 Periodic Review of Construction Document Development (2 Reviews)

As the selected DBE goes through the Final Design phase, the DCP Team will schedule periodic meetings to provide an on board review of the work as it progresses. This "hands on" approach will identify issues earlier than they would otherwise surface and allow the DCP Team to work in concert with the DBE to generate solutions as required.

Task VI.3 Provide Supplemental Information/Review Requests for Substitutions

The DCP Team will maintain a formal process of documenting Requests for Information (RFIs) and Substitutions (RFSs) that come in, the recommended response, and the rationale for taking that position. These will be handled expeditiously so as to not delay progress on the Project.

Task VI.4 Participate in Agency Reviews

The DCP Team will assist early scheduling and will participate in meetings with agencies having jurisdiction during to ensure clarity of what is required of the final design architect and when it needs to be submitted. As required, the DCP Team will also attend review meetings to assist interpretations of scope requirements.

Task VI.5 Owner Direct Purchase Assistance
For items that the County may purchase directly on the project, The DLR Group/Bay Design team will provide technical assistance for defining requirements and acquisition, using the forms and process already established by Escambia County.

Task VI.6 Review Pay Applications
The DLR Group/Bay Design project management team will participate in regular meetings, discussions, and monitor all activity on the project in order to accurately assess the percent completion of work during final design and construction. DBE applications for payment will be reviewed, with the DCP project manager's indication of the actual percent completion of work at that point.

Task VI.7 Submittal Reviews
The DCP Team will also review all formal submittals to the County on the Project, primarily to evaluate technical adequacy and make recommendations to the County in terms of acceptance or modification required.

Task VI.8 Field Observations - Full Time Field Representative [20 months construction]
Full time on site representation will be provided to facilitate the progress of the work and to expedite identification, resolution or issues as they arise.

Task VI.9 RFI and Clarification Responses
During the final Design Phase and in the later Construction Phase, the DCP Team will formally record, review, and make recommendations (with supporting reasons) to the County in terms of responses to supplemental Requests for Information (RFI's) and Requests for Clarifications. The DCP Team will continue to ensure that the operational intent and design & construction requirements are properly addressed in the Project.

Task VI.10 Review Change Order Requests
Requested change orders will be formally logged in, reviewed, and recommendations made to the County in terms of action. A key element here is review of proposed cost revisions for appropriateness.

Task VI.11 Weekly Field Reports
While the DBE will be responsible for documenting meeting minutes, the DCP Team will issue a weekly field report reporting our observations on progress and issues on the Project.

Task VI.12 Photography (by On-Site Representative)
Project progress and conditions will be recorded through on-going photography as the work progresses.

Task VI.13 Punch List Reviews
The DCP Team project management personnel will review the proposed Punch List for Project Completion to ensure that it is comprehensive and accurate.

Task VI.13 Substantial Completion Review
A major milestone is the contractor reaching the point of substantial completion. The DLR Group/Bay Design project management personnel will participate in documenting this level of completion.

Task VI.14 Final Completion Review

The DLR Group/Bay Design project management personnel will participate in documenting this level of completion through reviewing acceptable completion of punch list items, and whether or not all systems are up and running as specified.

Task VI.15 Review Close-Out Documents

DLR Group/Bay Design project management personnel will review the final close out documents to ensure that everything is covered and properly documented, including compilation of all user O&M manuals and warrantees.

Fee Summary for Phase VI: **$ 925,100** including expenses

Phase VII: Transition & Activation

The purpose of Phase VII is to assist the County's Department of Correction in transition planning and activation of the new facility. The anticipated scope for this phase is primarily providing technical advice and assistance, with the exception of hands on involvement in Security and Control System training.

[At the County's request, technical performance of transition planning (e.g. policy and procedure manuals) and/or commissioning services can be provided by the DLR Group/Bay Design team. These "full services" are not currently included in the Work Plan.]

Phase VII tasks include:

- VII.1 Assist Owner in Transition Activities
- VII.2 Assist Owner in Training of Security Systems
- VII.3 Assist Owner in Activation Planning
- VII.4 Assist Owner in Policy & Procedures - Operations
- VII.5 Testing/Commissioning Assistance – Security Systems

Task VII.1 Assist Owner in Transition Activities

The DCP Team will provide examples from their experience on prior projects in terms of the steps and resources needed for an effective Transition process. This Task will need to start relatively early, since the best practice is to have at least key members on the Department of Corrections transition team participate throughout the design criteria documents as well as final design & construction.

Task VII.2 Assist Owner in Training of Security Systems

As one of the most important elements in facility operation, the DLR Group/Bay Design team will be active participants with R&N Consultants in the explanation, demonstration, testing, and training of all communication, control, security, and life safety systems.

Task VII.3 Assist Owner in Activation Planning

The DCP Team will provide examples from their experience on prior projects in terms of the steps and resources needed for activation of the Project. The technical support here is to assist facility maintenance personnel to check all operating systems, devices, and equipment to see if they are all in proper operating order to meet their design requirements. Another aspect is to ensure that all User Manuals and Warrantees are provided by the DBE.

Task VII.4 Assist Owner in Policy & Procedures – Operations

The DCP Team will provide examples from their experience on prior projects in terms of the steps and resources needed for day to day operation of a contemporary secure facility. The technical support here is to assist facility executive and supervisory personnel in defining all operational Policies & Procedures. The DCP Team will provide sample documents, advice, and organizational assistance.

Task VII.5 Testing/Commissioning Assistance – Security Systems

Typically, Counties contract separately for MEP system and envelope commissioning services; and if necessary, for sustainable design credits for a LEED or Green Globe rating. Given the importance the design and operation of security and control systems, the DCP Team will provide on-site technical support in getting the security, control, communication, and life safety systems up and operating.

Fee Summary for Phase VII: **$ 125,700** including expenses

Invoice

DLR Group

listen.DESIGN.deliver
100 East Pine Street, Suite 404
Orlando, FL 32801-2761
407-648-1331 Fax 407-648-1433

Danya Clapp
Escambia County (FL)
221 Palafox Place, Suite 420
Pensacola, FL 32501

November 10, 2017
Project No: 36-15104-00
Invoice No: 0140389

Project 36-15104-00 Escambia County, FL 1476-Bed Corr Fac
Purchase Order No. 151531

Billing Period: October 1, 2017 to October 31, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Ph0: Orientation/Organization/ Management	210,270.00	100.00	210,270.00	210,270.00	0.00
PhI: Program Verification & Site Info	589,960.00	100.00	589,960.00	589,960.00	0.00
PhII: Program Finalization & Concept Des	646,900.00	100.00	646,900.00	646,900.00	0.00
PhIII: Bridging Docs/Draft Design-RFP	739,880.00	100.00	739,880.00	739,880.00	0.00
PhIV: Bridging Docs/Final Design-RFP	327,370.00	100.00	327,370.00	327,370.00	0.00
PhV: Design-Build Procurement-Team Selec	434,100.00	100.00	434,100.00	347,280.00	86,820.00
PhVI: Design-Build Delivery	925,100.00	0.00	0.00	0.00	0.00
PhVII: Transition & Activation	125,700.00	0.00	0.00	0.00	0.00
Total Fee	3,999,280.00		2,948,480.00	2,861,660.00	86,820.00
		Total Fee			**86,820.00**
				Total this Invoice	**$86,820.00**

Billings to Date

	Current	Prior	Total
Fee	86,820.00	2,861,660.00	2,948,480.00
Totals	**86,820.00**	**2,861,660.00**	**2,948,480.00**

We appreciate your confidence in us and thank you in advance for your payment.
Being environmentally friendly, we encourage payments via Wire Transfer.
Routing number: 104913912 Account Number: 7012238519

Timothy Gibson, AIA

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

DLR Group
Architecture Engineering Planning Interiors

100 East Pine Street, Suite 404
Orlando, FL 32801

November 9, 2017

Ms. Danya Clapp
Escambia County, Florida
Facilities Management Department
dlclapp@co.escambia.fl.us

Project Name: DCP for the New Escambia County 1476-Bed Correctional Facility (PD 13-14.082)
DLR Group Project No.: 36-15104-00

Re: Invoice #140389 Backup (Phase 5 Services)

Dear Ms. Clapp:

The following is a synopsis of work performed since the previous invoice and completed by October 31, 2017. The invoice represents an overall 100% completion of Phase 5 services as defined in Exhibit A of our contract.

Tasks Completed to 100% for Phase 5 during this billing phase:

V.8 Multi-Discipline Technical Reviews for Compliance
V.9 Prepare Requests for Technical Clarifications
V.10 Detailed Review/Verification of Cost Proposals
V.11 RFP Proposal Review w/ County Workshop
V.12 Participate in Proposal Presentation Interviews
V.13 Assist in Interview Evaluations
V.14 Assist County in Award / Issuance of NTP
V.15 Document the Selection Process

The chart below indicates percent completed per each subtask of Phase 5.

				October completion	
Phase 5 - Design-Build Procurement - Team Selection					
V.1	RFQ Evaluation / Short List D-B Teams	$	30,780	100%	$ -
V.2	Issue RFP - Phase 1	$	7,480	100%	$ -
V.3	Pre-Proposal Meeting	$	4,620	100%	$ -
V.4	Request for Clarifications Review	$	45,380	100%	$ -
V.5	Request for Substitution Review/Response	$	40,820	100%	$ -
V.6	Supplemental Drawings & Addendum	$	38,240	100%	$ -
V.7	D-B Teams Submit Proposals	$	3,220	100%	$ -
V.8	Multi-Discipline Technical Reviews for Compliance	$	144,290	100%	$ 57,716
V.9	Prepare Requests for Technical Clarifications	$	46,460	100%	$ 9,292
V.10	Detailed Review/Verification of Cost Proposals	$	23,180	100%	$ 4,636
V.11	RFP Proposal Review w/ County Workshop	$	15,100	100%	$ 3,020
V.12	Participate in Proposal Presentation Interviews	$	14,240	100%	$ 2,848
V.13	Assist in Interview Evaluations	$	3,260	100%	$ 652
V.14	Assist County in Award / Issuance of NTP	$	2,740	100%	$ 2,740
V.15	Document the Selection Process	$	1,800	100%	$ 1,800
		$	**421,600**		
		$	-		
	Expenses	**$**	**12,500**	100%	$ 3,500
		$	**434,100**		$ 86,204
					19.858%

Please note that there are some slight differences in the amounts indicated in this chart and our invoice due to rounding of percentages. The overall totals are consistent with our contract.

Please let me know if any additional clarification is required.

Sincerely,
DLR Group

Timothy A. Gibson, AIA
Principal

Encl: Invoice **140389**

cc. File

DLR Group Invoice Analysis							
Task per		**Total Approved**	**Total**	**Total Amount**	**Total**		
Contract	**Description**	**Task Amount**	**Previous Billed**	**Remaining per Contract**	**Billed**	**Due**	**Notes**
V.8	Multi-Discipline Technical Reviews for Compliance	144,290.00	86,221.00	58,069.00	57,716.00	57,716.00	Multi-Discplinary team met. Results compiled in technical review analysis provided to the Board and staff and attached for reference
V.9	Prepare Requests for Technical Clarification	46,460.00	37,151.00	9,309.00	9,292.00	9,292.00	Prepared clarifying questions for each proposer. List of questions included as backup.
V.10	Detailed Review/Verification of Cost Proposals	23,180.00	18,544.00	4,636.00	4,636.00	4,636.00	Review conducted and results presented to Board and staff. Attached for reference.
V.11	RFP Proposal Review w/County Workshop	15,100.00	12,080.00	3,020.00	3,020.00	3,020.00	The following are dates of reviews with individuals.
							Administration - 7/20/17
							District 4 - 7/28/17
							District 5 - 8/1/17
							District 3 - 8/1/17
							District 2 - 8/2/17
							District 1 - Scheduled 8/2/17. Did not need.
V.12	Participate in Proposal Presentation Interviews	14,240.00	11,392.00	2,848.00	2,848.00	2,848.00	Final interviews were conducted with the Board 8/8/17
V.13	Assist in Interview Evaluations	3,260.00	2,608.00	652.00	652.00	652.00	Final interviews were conducted with the Board 8/8/17
V.14	Assist County in Award/Issuance of NTP	2,730.00	-	2,730.00	2,740.00	2,730.00	Contract awarded on 12/14/17. Notice to proceed to be issued shortly.
V.15	Document the Selection Process	1,800.00	-	1,800.00	1,800.00	1,800.00	Documentation attached.
	Expenses	12,500.00	8,900.00	3,600.00	3,500.00	3,500.00	
	Total			86,664.00	86,204.00	86,194.00	

New Escambia County Jail Correctional Facility
Design Criteria Package

DBE Proposals – Technical Analysis

July 26, 2017

DLR Group + baydesign ARCHITECTURE

The New Escambia County Correctional Facility
DBE Submittal Technical Evaluation

Executive Summary:

This technical review was completed prior to disclosure, review or discussion of cost proposals in order to assure that it was primarily driven by technical and operational considerations relative to compliance with the Design Criteria documents as part of a transparent best value evaluation process.

The following information presented herein represents the Design Criteria Professional (DCP) team's technical evaluation of the two Design Build Entity (DBE) Stage Two submittals received on June 23, 2017. The two DBE teams are "Whitsell-Green/Caddell a Joint Venture" and "W.G Yates Sons Construction Company" were shortlisted in the first stage of the selection process along with a third DBE team that later withdrew from the competition.

This technical evaluation is based on DLR Group's national expertise with the Design-Build selection process and the extensive knowledge that DLR Group has in respect to the design and planning of correctional/detention facilities. Escambia County may utilize this information as presented or use it as a reference for performing their own individual technical analysis of the DBE submittals.

Both teams submitted the required technical proposal (including narratives and drawings) and a cost proposal, which was submitted to the county in a sealed envelope. The Design Criteria Professional (DCP) team reviewing this technical proposal did not have access or any knowledge of the overall cost proposals while performing their technical evaluation.

The technical review team consisted of the following twelve individuals:

Architecture / Planning	Andy Cupples, AIA	DLR Group
	Joe Haines, AIA	DLR Group
	Jeff Buck	DLR Group
	Tim Gibson, AIA	DLR Group
	Ashley Pollard, AIA	DLR Group
	Steve Jernigan, FAIA	Bay Design
Engineering	Rod Oathout, PE	DLR Group
	Troy Thompson, PE	DLR Group
	Richard Terry, PE	DLR Group
	Jason Rebol, PE	Rebol Battle
Specialty Consultants	Dennis Sebo	R&N (Electronic Security)
	Bill Maidment	Crabtree McGrath (Food Service)

The proposals were first reviewed by each person individually and then, later reviewed as a group to discuss individual findings to determine if there was general understanding of the detailed information contained within each submittal. Together, the DCP team then agreed upon technical scores for the individual categories identified it the RFP for each of the DBE submittals, During the review process, the DCP team identified a set of clarification questions for both of

the DBE teams. The purpose of the clarification questions was to ensure that each of the proposers were meeting the intent of the criteria documents or agree to comply with the intent of the criteria documents.

The following evaluation factors were included in the Design Criteria documents in section 2C, specification # 00 1119 Request for Proposals. The technical evaluation by the DCP team covered Items I. through V. which had a potential maximum value of 170 points. Items VI. and VII. are to be evaluated by the Board of County Commissioners on December 8, 2017 during the DBE interviews. These two categories have a maximum total of 150 points. When added together, the total maximum points each team could receive is 320 points.

EVALUATION FACTORS		Maximum Points
I.	Compliance with the Design Criteria Document (refer to section 302.A, 302.B.4-6)	**50**
II.	Proposed Design Approach (refer to section 302.B.1-3)	**40**
III.	Project Management Plan (refer to section 302.C)	**30**
IV.	Design/Construction Schedule (refer to section 302.D)	**30**
V.	Life-Cycle Costs over 30 Years (refer to section 302.B.9)	**20**
VI.	Best Value (Determined by BOCC)	**50**
VII.	Interviews with the Board of County Commissioners (Determined by the BOCC)	**100**
	Total Maximum	**320**

General Findings:

In general, both DBE submittals were found to be complete, with only some minor omissions and inconsistencies in the overall response of the proposal. It was apparent that both teams invested a significant amount of time preparing the documents for the submission and were found to be generally responsive to the overall Design Criteria.

However, both teams deviated from the conceptual floor plans in several areas in what appeared to be efforts to reduce the overall volume of space in the building, resulting in potential savings on construction costs. These types of deviations were expected and in some respects encouraged, as a method to either reduce overall construction costs, propose different operational intents, or improve on the overall delivery timeline.

In addition to the internal DCP team meeting, an additional meeting was held on July 20, 2017 with representatives of the Escambia County Corrections and Facilities Department to review our evaluation comments and to determine if there were additional and/or major difference of opinion compared to the DBE team evaluations. . The results of this meeting can be found in the attached meeting minutes.

The WG-Caddell proposed design solution relocates the medical services to the second floor while reducing the overall volume (floor-to-floor height) of each floor of the facility. The volume of the first floor housing is adjusted vertically to align with the new second floor height. Juvenile housing remains in its original location. Overall, no proposed operational changes were perceived to have occurred with the suggested floor plan modifications.

The Yates proposal contained an operational approach which relocated the Juvenile Detention housing from the third floor to the first floor. The assumption made by the Yates team was that the juveniles would be better served on the first level of the building to minimize movements within the facility This approach required the relocation of the Segregation unit and Classification housing unit to a new 4th floor. This approach would create a significant movement of inmates since these two housing units were no longer adjacent to Intake area. It is also believed that the creation of a 4th level for Segregation and Classification housing would create the need for additional staffing positions on the added floor. The creation of these additional correctional officer posts could cost the county millions of dollars over the lifespan of the facility. A more detailed analysis of the operational differences can be found later in this report.

It is the opinion of the DCP review team, that the WG-Caddell team's proposed architectural design is a superior solution, based on the operational intent and proposed staffing implications than the Yates team proposed design.

Both teams were asked to provide any "voluntary enhancements" to the project. None were found in either proposal. However, the Yates team did provide a list "Value Engineering" (VE) items. Although this information was not requested to be included in the submittals, we felt that some response was warranted since they suggested a number of items to reduce overall cost in the building. An analysis of their VE list is provided later in this report. We do not believe the vast majority of these VE items are appropriate for this facility or can be accepted from an operational standpoint. It is also important to note that most of the VE items can be applied to either proposal. Therefore, we recommend that this list not be considered as a factor in the overall selection of the DBE team.

The technical score calculated for each team is as follows:

Description	**WG-Caddell Team**	**Yates/Rosser/BTA Team**
Compliance with the DCP	39	32
Proposed Design Approach	31	22
Project Management Plan	20	20

Design/Construction Schedule	25	22
Life-Cycle Costs over 30 Years	15	10
Totals	130	106

Attached to this document you will find the following items:

1. Technical Evaluation Matrix
2. DBE Comparison Analysis
3. Operational Review of the Design Build Proposals
4. Architectural Character Analysis
5. Clarification Questions for the DBE teams
6. DBE Proposals - Structural Review
7. DBE Proposals - Mechanical, FP, Plumbing Review
8. DBE Design Review (Rebol Battle)
9. General Proposal Review (R&N Systems Design)
10. Food Service Proposal Review (Crabtree McGrath)
11. Yates Value Engineering List Evaluation
12. Meeting Minutes (July 20, 2017) with Corrections/Facilities

New Escambia County Correctional Facility - Technical Evaluation Matrix						
Eval. Factors	Proposal Contents	Scoring	Teams			
		Maximum Points	Whitsell-Green/Caddell Joint Venture	Points	Yates & Rosser/Bullock Tice Associates	Points
	3.01 General Proposal Submission					
	1. Document 00 4200 (Proposal Form)	required	p 26, sealed envelope	provided	p 6 - 31, sealed envelope	provided
	2. Proposal Security (Document 00 4316)	required	p 28	provided	p 33 - 35	provided
	3. Document 00 4330 (Subcontractors List)	required	p 32 - 41	provided	p 36 - 45	provided
	4. Document 00 4516	required	p 43 - 44	provided	p 47 - 48	provided
	5. Document 00 4520	required	p 46 - 48	provided	p 50 - 53	provided
	6. Letter from Surety	required	p 50 - 52	provided	p 55 - 60	provided
	7. Letter from Insurer	required	p 54	provided	p 62 - 81	provided
	8. Material Changes List	required	p 56	provided	p 82	provided
	3.02 Technical Proposal Submission					
I.	A. Proposed Staffing and Designated Contractors	50	p 60 - 62	39	p 84 - 85	32
	B. Proposed Design and Design Approach					
I.	B. 4 - 6					
	4a. Site Plan		C-100		C2.00 - C2.02, A1.1.01	
	4b. Conceptual Floor plans		AE101 - AE107, AE401 - AE428		A1.3.01 - A1.3.0.48	
	4c. Existing areas of renovation		not found		A-1	
	4d. Enlarged Cell Plans		AE430 - AE431		A4.02	
	4e. Enlarged Food Service Area		AE429		A4.01	
	4f. Building Elevations		AE201 - AE202		A2.01 - A2.02	
	4g. Building Sections		AE301 - AE303		A3.01 - A3.10	
	4h. Exterior Renderings		AE905 - AE906		Cover, A2.03	
	5. Technical Approach Plans for the ECCF		p 65 - 154		p 112 - 152	
	6. On- and Off-Site Civil Utilities Systems				p 153 - 174, 310 - 438	
	7. Conceptual Grading Plan		C-103		C3.00 - C3.02	
	B. Proposed Design and Design Approach	40	p 65 - 200	31	p 86 - 111	22
II.	B. 1 - General					
II.	B. 2 - Building Program Report		p 155 - 200		p 236 - 262	
II.	B. 3 - Additions to Criteria Specs					
V.	B. 9 - Life-Cycle Costs	20	p 201- 350	15	p 115 - 124, 264 - 308	10
III.	C. Draft Project Management Plan	30	p 352 - 387	20	p 176 - 201	20
IV.	D. Design/Construction Schedule	30	p 390 - 396	25	p 202 - 212	22
	E. Potential DBE-Provided Builder's Risk Insurance	required	p 398 - 399	provided	p 213 - 233	provided
	Technical Sub-Total	170		130		106
	BOCC Presentation and Questions					
VI.	Best Value	50		tbd		tbd
VII.	Interviews with the Board of County Commissioners	100		tbd		tbd
	Total Maximum Score	320		tbd		tbd

The New Escambia County Correctional Facility
DBE Comparison Analysis

Discipline	Whitsell-Green/Caddell Joint Venture	Yates & Rosser/Bullock Tice Associates	Comments
Civil/Site solution	Poor	Good	Yates provided detailed Civil design and landscape plan. WGI eliminated juvenile parking and lacked water quality requirements.
Architectural Program Compliance	Good	Good	Both team's programs were in full compliance.
Project Approach	Fair	Fair	Both teams had incorrect start dates in schedule. Use different software than noted in DCP for CA. WGI, lacking details about use of minority subcontractors. Neither were clear on steps taken after award and the time necessary to possibly revise the schemes.
Operational Intent	Good	Poor	Yates placement of Juvenile is deficient, vertical movement of high security is not desired and may result in increased staffing. Future expansion is impacted based on mechanical room location.
Architectural Image/ Civic Presence	Fair	Fair	Lacking in civic presence and addressing new urbanism goals. Yates scheme eliminated windows in intake, use of concrete and small windows resembles existing facility.
Existing Building Connection	Poor	Good	WG/Caddell missing the connection corridor in the drawings.
Structural systems	Fair	Fair	Caddell utilizes heavier precast concrete structure and did not provide framing drawings.
Mechanical Drawings	Good	Fair	Yates calculatons were off by 50% in loads, used wrong weather, code, financial info, etc.
Plumbing	Good	Good	No significant issues noted.
Fire Protection	Fair	Good	While accurate, WGI provided very little information compared to Yates.
Electrical	Good	Fair	Yates - No reference to lightning protection systems
Communications	Good	Good	No significant issues noted.
Sustainabillity	Good	Poor	WG/Caddell provided a LEED Checklist and very detailed approach to LEED. Yates had no sustainability information.
Food Service	Fair	Fair	Very brief, did not list food service equipment manufacturers.
Electronic Security	Good	Good	No significant issues noted.
Life Cycle Cost Analysis	Good	Poor	Yates calculatons were off by 50% in loads, used wrong weather, code, financial info, etc.
Detention hardware, glazing, doors & frames	Fair	Poor	A copy and paste from DCP documents. No original information provided.

Legend

Poor	Non-responsive to DCP
Fair	Meets DCP requirements
Good	Exceeds DCP requirements

Escambia County Correctional Facility
Evaluation of D/B Proposals – Factors impacting Scoring

Functional/Operational Responsiveness to Design Criteria

The Design Criteria called for a two level housing unit (Main level and mezzanine) on the ground floor which resulted in a 22'0" floor-to-floor height from the 1st level to the second floor. This resulted in "excess" volume above the intake and administrative components. In an effort to reduce construction costs and respond to budget limitations, both teams developed alternative blocking and stacking diagrams targeted at reducing the building volume. While both schemes realized the DBE's goal of reducing building volume, the two alternative approaches differ significantly in terms of their impact on functional and operational considerations.

WGI/Caddell Proposed Scheme

The WGI/Caddell scheme reduced volume by relocating the Medical outpatient and inpatient functions to a floor directly above Intake and Administration. Juvenile Housing is also move to the Second floor; As a result of this revision, staff services are relocated to the third floor. The rest of the block and stack/functional organization remains as initial planned. The scheme as proposed results in a significant reduction in building volume at Intake, Administration and all support services, which is slightly offset by an increased volume in the high security and reception housing units located adjacent Intake as envisioned in the Design Criteria documents.

Functional/Operational Impacts from the revised blocking and stacking/functional organization are summarized as follows:

- Outpatient, Inpatient and Medical Administration are no longer located on a housing floor as envisioned in the Design Criteria documents. Design Criteria was based on collocating Medical with two cell housing units and three dormitory units -one of the cell units was designated as acute Mental Health Housing with other housing units being used as chronic or step-up/step-down units, with medical support on the same floor. ***Relocation of Medical to a separate floor is not viewed as a significant functional and operational impact***, as the acute Mental Health unit has specific on-unit spaces for treatment staff and other units have Interview rooms and other spaces that can be used for treatment. Additionally, offices could be created on the main corridor if Mental Health wants to further decentralize staff to the floor.
- Initially, Juvenile housing was located on the third level, collocated with Female Housing, with all program circulation internalized; The proposed blocking and stacking/functional organization co-locates Juvenile Housing on the second floor with medical services and maintains internal circulation for programs; ***Functionally/Operationally the revised functional organization is viewed as a positive,*** since inmate access to this floor in Phase I will be limited and it provides more direct access to medical services for juvenile. Other aspects of the planning for juvenile housing intended to improve the physical and operational environment have been maintained – internal circulation to programs, windows in cells, clerestories etc.;
- Staff Services are relocated to the third floor; All other operational aspects maintained – direct Sallyport access to facility, separate staff elevators etc; Impact is staff may need to walk up an

additional flight of steps (10' difference from grade), or use elevator as originally intended; ***No significant impact on function or operations;***

All other aspects of the blocking and stacking/functional organization of the Design Criteria have been maintained including:

- Adjacency of High Security Housing and Reception Housing to Intake for reduced movement and staff response;
- Basic housing floor plate of five units - 2 cells and 3 dorms, 320 beds – per level in Phase 1 maintained for unit management and staffing efficiencies
- Staff/professional visitor elevators to all floors maintained along with attorney visiting on the floor accessed from elevator;
- Actual corridors or structure provided to accommodate extension of corridors for future expansion to the east;
- Maintains overall building height at 3 housing floors (6 levels)

The proposed block and stack/functional organization revisions proposed by the WGI/Cadell Team do not appear to have any functional, operational or staffing impacts in conflict with the Design Criteria and appear to be a beneficial improvement to the project.

Yates/Rosser/BTA Proposed Scheme

The Yates/Rosser/BTA Scheme (Yates) reduced volume by placing the Juvenile Housing on the first level under the housing stack. The argument is made that this is a better location for Juveniles to limit movement upon intake into the adult facility. While the proposed change does in fact result in a reduction in volume, and results in stacking of all cells and plumbing chases, it creates several program and operational compromises and may impact required staffing.

Functional/Operational Impacts from the revised blocking and stacking/functional organization are summarized as follows:

- A key impact of the reorganization is the relocation of High Security and Reception Housing to an upper floor. These components were located adjacent Intake/Transfer for several reasons:
    - To reduce movement of high security/high risk individual through the facility that may require two-on-one staffing;
    - To keep reception housing close to intake/release so that those that may be released within 48-72 hours can have limited processing;
    - To keep reception housing close to video arraignment courtroom to limit movement;

  Relocation of High Security and Reception Housing to an upper floor is believed to result in significant functional and operational compromises and may in fact result in increased staffing for internal movement (high security and reception video appearance/release);

- A key impact of the reorganization is the relocation of Juvenile Housing to being adjacent Intake. This relocation has a significant impact on operations and as importantly quality of environment as originally envisioned for the juvenile population.

- Contrary to the justification outlined in the proposal, this location places the juveniles in the main floor where there is the greatest amount of adult movement for Intake, transfer and release; The design Criteria Documents provided for a direct elevator connection from separate juvenile circulation to medical; In the proposed revised blocking and stacking/functional organization Juveniles will use the main floor and elevators to access the outpatient clinic when required; given the amount of traffic in this corridor for Intake, transfer, video appearance, release and moment of goods and services, significant effort will be required to clear the corridor and avoid contact with adult inmates;
- A key issue considered in developing the Design Criteria was an improved environment for juveniles – cells were to have windows, clerestories were to be provided for dayrooms and outdoor areas were to be partially open to the sky – these concepts were all related to providing an enhanced environment that reduced the institutional feel of the housing unit and promoted more positive behavior. The proposed restacking obviates all of these concepts and creates a more jail like environment, and in fact will tend to be more oppressive due to the reduced floor-floor height created by the overall blocking and stacking plan.

Relocation of Juvenile Housing as proposed is believed to result in significant functional and operational compromises related to movement and a reduced quality of environment from that envisioned in the Design Criteria.;

- The Design Criteria were based on three levels of housing – a main level with High Security and Reception adjacent to Intake/Transfer, and two levels of five housing units or 320 beds. A key impact of the revised Blocking and stacking/functional organization is to increase housing from three levels to four levels. By placing the juvenile housing on the lowest level the resulting stack maintains two levels of five housing or 320 beds, but results in two housing units totaling 128 beds being isolated on the fourth level. This has the potential to significantly increase staffing for the housing floors. The Design Criteria scheme assumed that emergency response and movement staff would be shared with Intake/Release and transport. With two units now isolated it is probable that higher staffing will be required for these units both for emergency response and internal movement. Note that there is not a corresponding reduction in Juvenile staffing, since the Juvenile unit is already staffed at a higher level due to PREA requirements. Additionally, this conceptually compromises the idea of creating two 320 bed management units + two special housing units near intake and a separate juvenile unit.

Revising the blocking and stacking/functional organization as proposed is believed to result in significant functional and operational compromises and will result in increased due to the isolation of two housing units on the fourth level with no adjacent support functions;

- The proposed block and stack/functional organization eliminates the staff elevators extending to the 3rd and 4th floors and the associated professional visiting areas. Design Criteria called for separate elevators for staff movement to each floor which also served a non contact visiting area for attorneys on each floor to allow for in-person visits when requested or mandated without allowing attorneys onto the housing floor as they do in the current jail. This was a key operational consideration.

Elimination of the staff elevators and professional visit areas on the 3rd and 4th floor represents significant operational compromises, potentially increases staffing for movement of inmates to other floors for attorney visiting or potentially allows attorneys access to the floor which may require additional screening as well as place attorneys in a position to view day-to-day operations or critical incidents and misinterpret same.;

- The proposed Block and Stack does not make any provisions for future expansion and in fact the mechanical room on the third floor is in direct conflict with a corridor location for expansion to the East.

The proposed block and stack/functional organization revisions proposed by the Yates Team appears to have <u>significant functional, operational and staffing</u> impacts which are in conflict with the Design Criteria and would result in increased long-term costs to Escambia County for staffing and operations.

Architectural Character Responsiveness to Design Criteria

The Design Criteria emphasized two key elements related to the character of the facility:

- Responsiveness to "New Urbanism' for the future retail development of parcels fronting on Fairfield Drive and Pace Boulevard; and
- Development of a non-institutional/non jail like character for the exterior of the building.

Both schemes preserved the basic planning diagram to accommodate new urbanism via placement of building pads, but neither developed or illustrated future development in any great detail. Regarding the architectural character, both will require further design development, but the basic construct presents varying levels of opportunity for improvement.

WGI/Caddell Proposed Scheme

The WGI/Caddell scheme basically reflected the site planning in the Design Criteria documents which would allow future retail development to be located on the street with parking in the rear, and maintained fencing to separate the retail/public realm from the more controlled area of the jail. No illustrations were provided for future development, but based on the scheme as presented. Site development could proceed as envisioned in the Master Plan diagram included in the Design Criteria documents.

WGI/Caddell proposed the use of a commercial metal panel system in conjunction with glazed curtain walls at public/non-secure areas for the exterior of the building. They also provided numerous large openings on the primary façade facing Pace Boulevard to relieve the institutional character inherent in the building typ. While illustrated in grey tones, product should be available in multiple standard colors potentially providing for a more aesthetic vision during design development. Also as illustrated, material allows for various joint patterns to provide exterior relief. Finally, the WGI/Caddell proposed scheme maintained the planters at the front of the building and importantly windows to the intake area which provide natural light in one of the busiest areas of the jail for staff and inmates alike.

The architectural character proposed by the WGI/Cadell Team in materials and detailing appears to meet the intent of the Design Criteria documents to develop a less institutional appearance supportive of downtown urban development and it is believed provides greater flexibility to the County to influence the appearance of the building going forward.

Yates/Rosser/BTA Proposed Scheme

As with the WGU/Caddell scheme, the Yates/Rosser/BTA Scheme (Yates) basically reflected the site planning in the Design Criteria documents which would allow future retail development to be located on the street with parking in the rear, and maintained fencing to separate the retail/public realm from the more controlled area of the jail. No illustrations were provided for future development, but based on the scheme as presented. Site development could proceed as envisioned in the Master Plan diagram included in the Design Criteria documents. It is noted, however, that the Yates proposal suggested that fencing be removed from the jail site as a cost saving measure which does not support a new urbanism approach to development in terms of separating retail parking located behind the retail pads from the operating jail site.

Yates based there exterior on what they believed was the primary context of the area – namely government buildings including the existing jail, Blanchard Judicial Building Sheriff's office etc. As a result, they selected a combination of precast concrete and window wall for the exterior. This decision by its nature, moves the building toward a more institutional character – more in line with the look and feel of the existing jail. The exterior is finished in a light sand blast finish with reveals to reduce the mass of the building and provide an additional level of detail.

The building is rendered again in grey tones. There is no information in the proposal regarding the quality of the precast finish (architectural vs. structural) and whether or not the proposals have allowed for additives in the concrete mixture to adjust the color from anything other than a standard grey concrete color. Development to include either or both of these considerations to mitigate the architectural character of the building as presented could result in additional costs.

The Yates proposal also eliminates at grade planters proposed in the Design Criteria and significantly eliminates all windows into the intake area which was viewed as a desirable feature both in terms of aesthetics and quality of environment. Finally, again as a cost reduction item, Yates suggested removing the reveals from the precast which would negate any effort to reduce the massiveness of the exterior.

The architectural character proposed by the Yates Team in materials and detailing appears to fall short of meeting the intent of the Design Criteria documents to develop a less institutional appearance supportive of downtown urban development and it is believed provides limited flexibility to the County to influence the appearance of the building going forward.

Whitsell-Green/Caddell Joint Venture

General:

- After contract award, please describe the process and time allowed to work with County Stakeholders and Design Criteria Professional to review and refine, if necessary, your design solution to meet owner's operational requirements.
- Page 358 outlines the use of Procore for the administration of submittals, RFIs, etc. during construction. Newforma was listed as the preferred system for this project, please tell us how this differs and what advantages it provides to the county. Are you willing to change to the Newforma software?
- If the answer to the previous question is negative, will you provide training and licenses for Escambia County to utilize the Procore software and other digital tools you use for project management?
- Page 375 summarizes safety training for employees and subcontractors. Will you provide safety orientation for Owner representatives and Escambia County Corrections representatives?
- Please provide a detailed subcontracting plan to utilize minority, women-owned, or disadvantaged business enterprises?
- Please provide any suggested Value Engineering (VE) items and estimated cost reduction concepts for the overall project?
- What is your approach to mitigating any unforeseen delays in material delivery or labor in within your proposed schedule?
- If the County elects to place an Owner Controlled Insurance Program in effect as indicated in the solicitation will the resulting bid deducts for contracted services be retained by the County?
- Does the Insurance cost indicated in your proposal constitute the DBEs insurance cost for the entire life of the project?
- Discuss your approach to developing the connection to the existing jail (physical and security systems) while maintaining continuous operations of all functions including but not limited to food, laundry, maintenance, vehicular service, etc. within the existing jail.
- Per specification section 00 7340, the owner has the right to implement an ODP program. If the ODP is implemented, what are the projected savings you would anticipate?

Architecture / Programming:

- Explain how your design solution addresses concepts of "new urbanism" as it relates to future commercial development along Pace Blvd. and Fairfield Drive?
- On Page 114, sound and vibration control is explained but no mention of appropriate STC ratings for walls. Please confirm that requested STC ratings for partitions will be incorporated into the final design documents.
- Proposed cells are constructed using pre-manufactured modular steel cells. Manufacturer is not identified nor is subcontractor supplying the product. Please provide information and verify that cell walls may serve as secure perimeter as indicated in drawings.
- Inmate Cell Construction: Page 109 indicates cell construction to be 7-gauge steel panel over steel framing. Page 85 states that detention wall panels are grout filled. What is the proposed construction of the modular cell walls beyond the steel panel, insulation, grout,

or other material? Page 85 states that modular cell walls are "powder-coat" finish. Is this proposed for both cell fronts and interior sides? Polyurea coating is more typical for interior finish of steel surface. Please provide additional information regarding proposed modular cell construction.

- Does the modular cell steel wall meet *ASTM F2322-03 "Standard Test Methods for Physical Assault on Vertical Fixed Barrier for Detention and Correctional Facilities*"?
- Please provide information for the connecting corridor and existing areas of renovation within the existing jail.
- Your proposed design shows the exterior of the building to be Aluminum Composite Panels with a gray color. Will the county be allowed to select from the manufacturer's standard colors at no additional proposed cost?

Civil / Site Planning:

- Site planning is required to maintain parking spaces for the adjacent Juvenile Facility as illustrated in the Design Criteria Documents. Additional provisions related to water quality (LIDS) etc. are required. Please confirm that you can accommodate required revisions with your proposed storm water retention approach to comply with the DCP requirements.

Engineering:

Mechanical/Plumbing

- Assuming most areas will be served with AHUs that have economizers. Explain load control for chilled water system during sporadic low temperatures.
- Are the conclusions identified in the life cycle cost analysis included in the proposal for mechanical and plumbing systems?
- Explain strategy for serving housing units with one VAV air handling unit specifically addressing the significantly different ventilation requirements. Provide example of the outside air ventilation calculation.
- Describe design intent for adding future equipment (chillers, boilers, water heaters, pumps, etc.) in the mechanical room?
- On page 199, there is a reference to providing humidification equipment. Provide an example of spaces/areas expected to be equipped with humidification equipment.
- Can the electrical switchgear be installed in a separate room rather than the mechanical room as proposed?
- What is the proposed strategy for water treatment system serving cooling towers?
- What is the proposed domestic hot water heater capacity?
- Confirm that a natural gas monitoring system is provided?
- Is a refrigerant monitoring system planned?
- Describe additional details for upgrading LP gas system to service project.
- What is the calculated EUI for the proposed design?
- Please confirm that final design, including all MEPS and electronic security systems, will accommodate planned future expansion as identified in the master plan.

Electrical

- A separate utility transformer and service is indicated for the fire pump. Please confirm that this is required.

Structural

- Proposal indicates Seismic Design Category (SDC) A for the site. Using the coefficients from the USGS and the Site Class per the preliminary geotechnical report, we determined SDC B was the likely rating. Please confirm SDC A is correct.

Security Electronics/Hardware:

- Pages 110-111 show laminated polycarbonate security glazing that differs from the requirements identified in the DCP. Verify that, if desired by the county, DBE will provide ½" tempered glazing per the DCP with an appropriate cost credit.
- Need more details for the relocation and the integration of the existing locking control and intercom systems controls from the central control in the existing jail to the new central control.

Food Service:

- The food service specification *DC E11 BSD-Food Service Equipment Criteria* calls for certain manufacturers of equipment or an approved equivalent. Since your proposal does not list any specific equipment manufacturers for food service equipment, please confirm that you will utilize the specified manufacture as your basis of design?

Note: All page references pertain to the page number of the PDF copy of the DBE response.

Yates & Rosser/Bullock Tice Associates

General:

- After contract award, please describe the process and time allowed to work with County Stakeholders and Design Criteria Professional to review and refine, if necessary, your design solution to meet owner's operational requirements.
- Page 191, your record document plan describes using "Viewpoint" software for submittal and RFI review. Newforma was listed as the preferred system for this project, please tell us how this differs and what advantages it provides to the county. Are you willing to change to the Newforma software?
- If the answer to the previous question is negative, will you provide training and licenses for Escambia County to utilize the Viewpoint software and other digital tools you use for project management?
- Page 190 discusses safety training for employees and subcontractors. Will you provide safety orientation for Owner representatives and Escambia County Corrections representatives?
- Page 204, project schedule. Your start date is shown as August 1. Please be aware that your proposal is valid for 90 days from submittal (June 23) or such extension as agreed to which should be reflected in your schedule. Please provide revised schedule to reflect this contract requirement?
- What is your approach to mitigating any unforeseen delays in material delivery or labor in within your proposed schedule?
- If the County elects to place an Owner Controlled Insurance Program in effect as indicated in the solicitation will the resulting bid deducts for contracted services be retained by the County?
- Does the Insurance cost indicated in your proposal constitute the DBEs insurance cost for the entire life of the project?
- Discuss your approach to developing the connection to the existing jail (physical and security systems) while maintaining continuous operations of all functions including but not limited to food, laundry, maintenance, vehicular service, etc. within the existing jail.
- Per specification section 00 7340, the owner has the right to implement an ODP program. If the ODP is implemented, what are the projected savings you would anticipate?

Architecture / Programming:

- Explain how your design solution addresses concepts of "new urbanism" as it relates to future commercial development along Pace Blvd. and Fairfield Drive?
- No discussion of STC ratings for walls found nor vibration/noise control. Please confirm that requested STC ratings for partitions will be incorporated into the final design documents.
- Page 196, your BIM Execution plan does not mention the anticipated Level of Development (LOD) for the model. Please provide the anticipated LOD for the BIM model at different project stages.
- Proposed cells are constructed using grout filled metal panels for cell construction. Manufacturer is not identified nor is subcontractor supplying the product. Please provide

additional information and verify that panels may serve as secure perimeter as indicated in drawings.
- Your proposed exterior finish is an exposed pre-cast concrete panel. What is the proposed finish or texture of the panels? Is this architectural grade or structural grade? Is there any intended coating system applied to the panel and if so, will the county be allowed to select from the manufacturer of standard colors at no additional proposed cost?

Civil / Site Planning:

- Site planning is required to maintain parking spaces for the adjacent Juvenile Facility as illustrated in the Design Criteria Documents. Please confirm that you can accommodate relocation of this parking to comply with the DCP within the limits of your proposal.

Engineering:

Mechanical/Plumbing:
- Please confirm that final design including all MEPS and electronic security systems will accommodate future expansion as identified in the master plan.
- Page 131, you propose to incorporate the plumbing controls into the HVAC controls. How will this work specifically?
- What are the pipeline materials planned for chilled water, heating hot water, cooling tower water, and condensate?
- Are the conclusions identified in the life cycle cost analysis included in the proposal for mechanical and plumbing systems?
- What are the life cycle cost and energy performance results if calculations are based on weather local to Pensacola, calculations are based on ASHRAE 90.1-2010, and the financial matrix in the RFP are utilized?
- Describe design intent for adding future equipment (chillers, boilers, water heaters, pumps, etc.) in the mechanical room?
- What is the design intent for replacing chillers?
- How does the design change if roof penetrations are not permitted as suggested in the RFP?
- What is the proposed domestic hot water heater capacity?
- Confirm that a natural gas monitoring system is provided?
- Is a refrigerant monitoring system planned?
- Describe additional detail on plan for upgrading LP gas system to service project.

Electrical:
- No reference to any Lightning protection systems was included in your submission. How will this be addressed and is it included in your cost proposal?
- Page 127 of the proposal indicated alternate 1 include “No electrical”. Alternate 1 includes full generator back-up of the facility. Provide information related to estimated service sizes and generator sizes related to alternates.
- One-Line Diagram provided includes one utility transformer. Has transformer size and quantity of secondary conductors been discussed with Gulf Power? One utility transformer is preferred, but two may be required.

Structural:
- Shored deck at Mechanical Mezzanines? Concrete filled HSS beams at Mech. Mezzanines? Please elaborate on your proposed design.

- Shored composite deck construction is proposed, please elaborate on this design solution?

Security Electronics/Hardware:

- Need detail/description for the design intent for the relocation and the integration of the existing locking control and intercom systems controls from the existing central control to the new central control.
- Note about Control Workstations having individual UPS units; Each control workstation location should have UPS power from the UPS unit installed in the local security electronics room. This is not the desired design. Future issues for the facility to repair or replace these types of units.
- Need further design intent and details as to the future monitoring of the existing fire alarm systems in the existing central control as it relates to the new central control.
- Please provide detailed information related to all detention systems; door hardware (controlled and keyed), door and frame and glazing. The door/frame/hardware schedule was provided but no details explaining what the intent is for each system.

Food Service:

- The food service specification *DC E11 BSD-Food Service Equipment Criteria* calls for certain manufacturers of equipment or an approved equivalent. Since your proposal does not list any specific equipment manufacturers for food service equipment, please confirm that you will utilize the specified manufacture as your basis of design?

Sustainability:

- Please provide a draft of your LEEDv4 checklist score and describe how your integrated design approach will achieve a LEED Silver rating for this project.

Note: All page references pertain to the page number of the PDF copy of the DBE response.

DBE Proposals - Structural Review

Description	WGI / Caddell Submission	Remarks	Yates / Rosser / BTA	Remarks
Proposed engineer	LBYD - Birmingham, AL		Rosser - Atlanta, GA	
Design Criteria	per RFP except per remark	confirm Seizmic Criteria SDC A?	per RFP	
Plans	None - only narrative description		Yes - Concept/SD Level	
Foundations	Auger-cast piles		Footings on rammed aggregate piers (geopiers)	
Superstructure	Areas A & C: Precast double tees, columns and walls. Areas B & D: Structural steel composite beams and columns.	Does not specifically mention fire ratings in Areas B & D.	Structural Steel with composite deck	Shored deck at Mech. Mezzanines? Concrete filled HSS beams at Mech. Mezzanines?
Lateral load resisting system	Yes		Yes	
General Comments	limited justice portfolio		large justice portfolio	Why are the Mech Mezzanines 2'-10" higher than the 2nd tier cell elevations?
	no key plan to identify Areas….			Why shored composite deck construction?

DBE Proposals - Mechanical, FP, Plumbing Review

Description	WGI / Caddell Submission	Yates / Rosser / BTA	Remarks
Proposed engineer	GRW	Rosser	
AHUs	VAV AHUs; FCUs; CRACs, MAUs	per RFP	
Chilled water			
Base	3 @ 286-tons; total load 572-tons	3 @ 400-tons; total load 800-tons	DLR Group calculated 585 tons
Alternate #2	3 @ 620-tons; total load 1192-tons	3 @ 800-tons; total load 1600-tons	DLR Group calculated 1205 tons
Boilers			
Base	4 @ 2587-MBH; total load 7840-MBH	5 @ 1440-MBH; total load 5500-MBH	DLR Group calculated 3786 MBH
Alternate #2	4 @ 7006-MBH; total load 21230-MBH	10 @ 1440-MBH; total load 12700-MBH	DLR Group calculated 10986 MBH
HW/CW piping			
3" and smaller	Type L copper		
larger than 4"	welded sch 40 CS; grooved in accessible areas		
Cooling tower	grooved sch 40 CS		
Condensate	Type L copper or PVC		
Smoke Control	integral with HVAC equipment	stand alone	
Plumbing - water	copper tube with cast copper, wrought copper, or bronze fittings and soldered joints or PEX for 1"	copper or CPVC	
Plumbing - sanitary	cast iron or PVC	Cast iron	
Plumbing - storm	gutter downspout	PVC	
Natural gas	sch 40 carbon steel	sch 40 carbon steel	
Water heater capacity		one for laundry and two for building	DLR Group calculated 3x 2500 gallon tanks with 4x 2000 MBH DHW heaters
		laundry 600 gallons	
		11250 gallons for building	
Water softener	provide if necessary	analysis suggests not necessary	
interceptors	grease and lint not mentioned.	grease and lint not mentioned.	
Solar Dom HW	not planned.	question	
Domestic water connection	6", booster pump provided	6", booster pump provided	
Fire water connections	8", fire pump provided	fire pump provided	
Energy	34% better based on ASHRAE 90.1-2010	30.7% better based on ASHRAE 90.1-2007	

		99kBTU/sf/yr	
Sustainability	Provided detailed approach	Silent on subject.	
Alternate #2	Confirmed with requirements of RFP. Expressed a concern with lack of condensing in the boilers.	per RFP	
Alternate #3	Confirmed with requirements of RFP	per RFP	

Mr. Timothy A. Gibson
DLR Group
100 East Pine Street, Suite 404
Orlando, FL 32801-2761

RE: Escambia County Jail Facility
Re: DBE Design Review
RBA Project No.: 2015.053

Dear Tim:

Rebol-Battle & Associates (RBA) has completed our review of the Design Build Entities (DBE) proposals and offers the following comments for each submitters civil and site portion of the proposal.

Review Comments Below for DBE Whitesell-Green:

1. Proposed stormwater pond is 30' deep with 2:1 side slopes. DBE proposes to use Landlok or ArmorFlex Turf Reinforcement Mat for slope stabilization. With 2:1 side slopes on a 30' deep pond long term maintenance may become an issue. From maintenance and safety aspects, the maximum side slope the County accepts for ponds is 3:1. It is unknown if this geotextile will work in combination with the heavy mowing equipment (7,200 lb 4wd mower) the County would use for maintenance.
2. The pond volume mentioned in narrative is consistent with required volume for the 500 year storm event.
3. It would be expected that this configuration will improve drainage conditions and reduce flooding potential in the immediate vicinity of the jail.
4. Due to the configuration of the pond, <u>all</u> Juvenile Justice parking spaces have been eliminated. These parking spaces are required to serve the Juvenile Justice facility.
5. Base bid proposed does not include any LID components. In their opinion, LID designs will only increase the cost of the project without providing significant impact on the stormwater design.
6. Design <u>does not</u> appear to accommodate the low area prone to flooding at Juvenile Justice. Due to proposed grading, we have a concern that the flooding may worsen at this location.
7. The conveyance system appears to provide less inlets and pipe than what may be necessary for the conveyance requirements of this project.
8. The overall site layout is constant with the RFP documents but offers very little in the way of alternate designs or options.
9. No connections to the facilities drainage system are indicated.
10. Fire hydrant coverage does not appear to be addressed.

Review Comments Below for DBE Yates & Sons:

1. Primary pond uses vertical side walls and 3:1 slopes and is 18 feet deep and is consistent with the RFP documents.
2. Extensive documentation and calculations were included with the submittal. The information provided reinforces the design methodology and selection of improvements. The DBE reviewed the drainage in multiple scenarios and reviewed the overall impact to the Longhollow Basin. While these improvements will not solve the issues to the 3,100-acre basin, they will improve drainage conditions and reduce flooding potential in the immediate vicinity of the jail.
3. Pond volume mentioned in narrative is consistent with RFP document calculations.
4. Drainage design appears to accommodate the low area prone to flooding at Juvenile Justice.
5. Base bid LID elements include rain gardens at 3 locations to address treatment volume and underground retention system. Pervious pavement is provided as an alternate.
6. Design proposal says contractor may use the pumps already owned by the county during construction to prepare the site and adjacent properties as part of the extreme event management plan during construction.
7. Pond was shifted to the east property line which moves the Juvenile Justice parking west further away from the building. This was done to put the pond in the lowest elevation in the area. The 125 spaces remaining for use of by Juvenile Justice are not located as conveniently to the facility.
8. Underground system will help alleviate groundwater mounding which will help ensure the ponds will empty and does add another LID aspect to the project.
9. Utility design does not include sewage separation station.
10. Fire hydrant coverage does not appear to be addressed.

Sincerely,

REBOL-BATTLE & ASSOCIATES, LLC

Jason Rebol

New Escambia County Correctional Facility July 13, 2017
Pensacola, Florida

DBE Proposal review for Security Electronics and Detention Systems.

General Proposal Review Comments

DBE Team: WGI/Caddell

Communications
- 6.1. General Comments; No Exceptions.
- 6.2. Communication Network; No Exceptions.
- 6.3. Optic Fiber; No Exceptions.
- 6.4. Cable Television (MATV); No Exceptions.

Security Electronics
- Locking Control System; No Exceptions.
- Watch Tour; No Exceptions.
- Staff Duress; No Exceptions.
- Volunteer Personal Alarm; No Exceptions.
- Utility Control from TCS; No Exceptions.
- Touchscreen Controls; No Exceptions.
- Event Recording System; No Exceptions.
- Intercom System; No Exceptions.
- Closed Circuit IP Video; No Exceptions.
- Card Access; No Exceptions.
- Survivability; No Exceptions.
- Elevator Control; No Exceptions.
- Existing Central Control controls Relocation; No Exceptions. No details provided in proposal.
- Responsibility Matrix; No Exceptions.
- Communications Networks; No Exceptions.
- Power (UPS); No Exceptions. nothing offered
- Quality Control; No Exceptions.
- Factory Demonstration; No Exceptions.

Fire Alarm System
- Sections A and B; No Exceptions.

Security Detention
- 1.1. General Detention; No Exceptions.
- 1.2. Detention Hollow Metal; No Exceptions.
- Steel Cell; (Modular Steel Cell and Steel Wall Panel Cell); No Exceptions.

- 1.3. Detention Hardware; No Exceptions.
- 1.3. Security Glass; No Exceptions. Nothing offered referring to the tempered glass. All security glazing offered in design.

There is very little information provided in the proposal. Mostly just “No exceptions to the RFQ” or “All requirements of the RFQ will be met or exceeded”.

Please advise if there are any questions about the above review.

Dennis Sebo
R&N Systems Design
901.275.0839

R&N SYSTEMS DESIGN L.L.C.

New Escambia County Correctional Facility July 13, 2017
Pensacola, Florida

DBE Proposal review for Security Electronics and Detention Systems.

General Proposal Review Comments

DBE Team; Yates & Sons

Division 27 Design Narrative

A. Structured Cabling System (SCS) Infrastructure (DC D51); No Exceptions.
B. Telephone System DC D54; No Exceptions.
C. Cable Television (CATV) DC D55; No Exceptions.
D. Raceway and Raceway/Wiring Systems; No Exceptions.
E. Life Safety System (DC D56):
   - Fire Alarm System; No Exceptions.
   - No information was provided as it relates to the relocation or additional monitoring of existing Fire Alarm system that is being monitored in the existing Master Control.
   - Need to provide design intent for monitoring of the existing fire alarm systems in the new Master Control.
F. Testing of Copper and Fiber cabling; No Exceptions.
G. Training and Closeout; No Exceptions.
H. Intercom and Public Address System (DC D52, DC D53)
   - Public Address System; No Exceptions.
   - Intercom System; No exceptions.
   - Nurse Call System; No exceptions.
I. Existing Master Control Controls Relocation;
   - No information has been provided for the relocation of the existing intercom controls in the current Master Control room.

Division 28 Design Narrative

Electronic Security and Life Safety

A. Security Electronics and Detection (DC D57)

- Electronic Security General
  - Security Networks; No Exceptions.
  - Master Control Workstations; No Exceptions.
  - ACR Control Workstations; No Exceptions.
  - Acute Care Unit Control Workstations; No Exceptions.
  - Infirmary Nurse Workstations; No Exceptions.
  - Cell and Dormitory Dayroom Workstations; No Exceptions.
  - Intake Transportation, Maintenance; No Exceptions.
  - Locations to be determined; No Exceptions.

  - Event Recording Computer (ERC); No detail information on the software or hardware that is being provided.
  - Programmable Logic Controller (PLC); No Exceptions.
- Master Control; No Exceptions.
- Main Security Electronics Room; No Exceptions.
- Local Control; No Exceptions.
- Local Security Electronics Rooms; No Exceptions.
- Locking Control and Security Monitoring; No Exceptions.
- Utility Control from TCS; No Exceptions.
- Watch Tour System; No Exceptions.
- Card Access Control System; No Exceptions.
- Passive Duress System; No mention of video camera call-up for duress stations with camera coverage. This is a critical function that needs to be addressed in the description.
- Active Duress System; No mention of video camera call-up for duress stations with camera coverage. This is a critical function that needs to be addressed in the description.
- IP-CCTV System (DC D57); No exceptions.
- Elevator Control; No exceptions.

B. Relocation of the existing master control room controls:
   - No information has been provided as it relates to the relocation or addition of the existing locking and intercom control system to the new PLC/HMI system
   - No information has been provided as it relates to the relocation or addition of the existing lighting controls to the new PLC/HMI system.
   - No information has been provided as it relates to the existing elevator controls remaining in the current master control.

C. Uninterruptable Power Supply (UPS) System (DC D51);
   - Note about Workstations having individual UPS units; Each control workstation location should have UPS power from the UPS unit installed in the local security electronics room. This is not the desired design. Future issues for the facility to repair or replace these types of units.
   - Note about locks and locking devices will not be powered from the UPS system; If detention locks are powered by 24VDC, then the low voltage power supplies should be powered/fed from the UPS system. **Review the LSC to verify if code required.**

D. Surge Protection System (SPD);
   - The description provided does not note if the SPD devices will be monitored from the security PLC system. Each SPD device should be monitored from the PLC/HMI system and each alarm should be logged on the ERC.

E. Testing; No exceptions.
F. Training and Closeout; No exceptions.
G. Security Detention System
- No information was provided in the written proposal.

- There is a detention door/frame/hardware schedule provided in the architectural drawings, A9.02-A9.05. Cannot find any information as it relates to the description of a hardware set (i.e. SH1) or glazing type (i.e. SG1).
- No manufacturers of the detention hardware, glazing or hollow metal was provided.
- No information provided as to the gauge of the detention doors or frames.

Please advise if there are any questions about the above review.

Dennis Sebo
R&N Systems Design
901.275.0839

Crabtree McGrath Associates, Inc.

July 3, 2017

Foodservice Proposal Review

Proposals for the New Escambia County Correctional Facility

Tim,

Yates and Sons

I've reviewed the proposal and drawings from Yates and Sons. Overall I found the foodservice portion of the written proposal to be very brief; there is no equipment budget and no list of equipment manufacturers to compare with the specifications.

- The drawings appear to be a copy of original documents with updated item call out tags.
    - The base plan appears to have been updated with some changes which resulted in some equipment that does not line up with the walls.
    - I noticed that two column rows have been added which span the width the kitchen and conflict with equipment in several areas, but not so much that it requires a major change to the plans.
    - The equipment schedule was pasted in and is partially obscured by the title block.
- Page 245 provides a comparison between the Required room Program Areas and another column labeled Room Area; the numbers in the Room Area column vary slightly from both the required program areas column and what can be measured on the CAD plans. It's unclear to me how the Room Area numbers were generated; I expected them to match the CAD plan.

- They have listed Camacho Associates, Inc. of Atlanta, GA as the foodservice consultant.

Whitsell-Green/Caddell

This written proposal was also brief; there is no equipment budget and no list of equipment manufacturers to compare with the specifications. However, they did include a comments section on page 111 which does offer two valid points. First, they suggest the addition of power for a future blast chiller. The client refused this piece of equipment in the planning process but I believe that it would be a good idea to have a circuit available for the future. A (20 amps - 208/1) wall mounted j-box near item 20 in the (12.07) Cold Food Prep area. Secondly, they found an error with item 58, the CAD block is smaller than the size indicated on the schedule. They suggest that the exhaust hood need to be 24" longer but I think that it can be done with 12" or by taking some of the space for the future item 51.

- They have listed Romano Gatland of Lindenhurst, NY as the foodservice consultant.

Bill Maidment

The New Escambia County Correctional Facility
W.G. Yates Construction

Proposed Value Engineering items

Item #	Description	Value	Accept?	Pending Savings	Comments
1	Use vertical hydraulic door in lieu of bi-fold hydraulic	$ (194,733)	N		Horizontal Bi-Fold doors are preferred due to higher opening/closing speeds, secure construction of door assembly, and extremely high operational usage. Roll up vertical doors are less secure and require more maintenance over time. Note that roll-up or coiling doors may be considered for the Secure Vehicle Transfer Sally Port, given they do not undergo the severe daily use experienced with the Main Sallyport. Potential savings could be 50% of proposed value.
2	Change hydraulic bi-fold doors at vehicular sallyport to high speed roll-up doors.	$ (196,760)	N		Horizontal Bi-Fold doors are preferred due to higher opening/closing speeds, secure construction of door assembly, and extremely high operational usage. Roll up vertical doors are less secure and require more maintenance over time. Note that roll-up or coiling doors may be considered for the Secure Vehicle Transfer Sally Port, given they do not undergo the severe daily use experienced with the Main Sallyport. Potential savings could be 50% of proposed value.
3	Use hydraulic elevators for 3 3,500 lbs. rated passenger elevators in lieu of MRL. Balance of elevators will remain MRL.	$ (32,392)	N		Not acceptable, due to lesser quality and dependability.
4	Reduce the amount of window wall at public entrance.	$ (44,100)	N		Not acceptable for public image and preferred daylighting into this space.
5	Eliminate the exterior architectural element at the public entrance.	$ (140,000)	N		Not acceptable for maintaining a strong public image and well defined public entrance.
6	Eliminate architectural reveals in precast panels.	$ (57,000)	N		Not acceptable. Architectural finish and detailing are important features to the overall building elevation
7	Eliminate fencing around employee parking area and storm retention pond.	$ (356,334)	N		Not recommended. Fencing separation is highly recommended as a means to limit public access to employee parking areas. This fencing also provides a clear separation between correction staff usage and public access areas.
8	Replace parking area west of the retention pond with grass area.	$ (160,805)	N		The existing paved parking area is required for the Juvenile Justice Center.
9	Reduce the amount of landscaping by 50% and replace with hydroseeding.	$ (180,000)	N		Landscaping is required for visual barrier from future public parking areas. County may entertain alternate design solution, based upon more detailed information.
10	Delete the requirement for a 1.0 PERM rating for the precast concrete in accordance with DC C2.	$ (53,000)	N		Limiting water penetration is a requirement of the design criteria and demonstrated best practices for long range durability and maintainability.
11	Eliminate powder coat finish and use plastic laminate on cabinetry.	$ (10,000)	N		Not sure what Powder coat is being eliminated. More detail is required in order to effectively evaluate suggestion.
12	Delete security ceilings in circulation areas with ceiling height above 12'.	$ (854,675)	N		This suggestion may be accepted, but item 17 is preferred, if any change is made in criteria documents.
13	Delete skirts at lower bunks.	$ (87,551)	Y	$ (87,551)	Will defer decision to County security staff.
14	Provide food service equipment for current project in lieu of including for Phase II.	$ (150,000)	N		Not acceptable. Specified equipment is required to feed inmates in the existing jail after the old kitchen is shutdown.
15	Remove the roof elements from the vehicular sallyport and create an open air space in lieu of enclosed.	$ (180,000)	N		Not acceptable. Enclosed space is preferred in order to provide shelter from sun, rain, and other storm events.
16	Eliminate the Inmate Transfer vehicle Sallyport, modify the intake vehicle sallyport and move the penthouse that was previously located on the roof to a location adjacent to the building on the ground.	$ (269,199)	N		Not acceptable, as this suggestion does not meet the specific operational and security requirements for the facility.
17	Change security ceilings in circulation areas to ACT where ceilings are above 12'.	$ (734,675)	Y	$ (734,675)	Possible consideration and will discuss with county security staff.
18	Utilize insulation in security metal wall panels in lieu grout fill.	$ (460,000)	N		Not sure if use of insulation allows the panels to maintain acoustic and attack resistance requirements. Cannot be substituted in any wall panels that are part of security perimeters. Will need specification and testing criteria to evaluate.

The New Escambia County Correctional Facility
W.G. Yates Construction

Proposed Value Engineering items

19	Delete the roof element for the compact vehicle sallyport as discussed in VE 24.	$ (138,000)	N		Not acceptable. Enclosed space is preferred in order to provide shelter from sun, rain, and other storm events.
20	Eliminate sub-dayrooms at single cell housing units.	$ (113,866)	N		Not acceptable. Physical barrier is required for corrections department operations and security.
21	Eliminate sub-dayrooms at single cell housing units.	$ (113,866)	N		Not acceptable. Physical barrier is required for corrections department operations and security.
22	Use 30 days of video storage in lieu of 60 days.	$ (52,210)	N		60 days is required at a minimum, per from Escambia Corrections requirements.
23	10% reduction in CCTV cameras.	$ (72,715)	N		Unable to evaluate due to limited information on suggestion and no final design solution.
24	Reduce the redundancy on the boilers from 4 boilers @ 33% to three boilers @ 50%.	$ (28,000)	Y	$ (28,000)	An approach that uses three 50% capacity boilers provides the redundancy intended by the RFP and slightly more
25	Reduce the redundancy on the chillers from 3 chillers @ 50% go to 2 chillers @ 75%.	$ (58,000)	N		The three, 50% capacity chillers provide the redundancy desired. Two, 75% could leave the facility venerable in the event of a failure. It is the opinion of the Design Criteria Professional that the three, 50% design criteria will be more energy efficient because the smaller individual equipment will be capable of more accurately matching the cooling load of the facility.
26	Delete the redundant supply air fans going to a single centrifugal supply fan.	$ (20,000)	N		Deleting one of the supply fans will not provide the redundancy desired and could leave areas of the building venerable in the event of a failure.
27	Delete the air side economizer sections from all air handlers	$ (14,100)	N		This project falls under the Florida Building Code (FBC), 5th Edition (2014) Energy Conservation. Design Criteria Professional believes that economizers are required by this code. The economizer are also necessary to achieve the energy conservation goals prescribed in the RFP.
28	Delete the energy wheel from the multizone units.	$ (40,000)	N		This project falls under the Florida Building Code (FBC), 5th Edition (2014) Energy Conservation. We Believe that energy recovery devices are required by this code. The energy recovery devices are also necessary to achieve the energy conservation goals prescribed in the RFP.
29	Allow the exhaust system and the smoke control system to share the same ducts.	$ (108,000)	Y	$ (108,000)	Possible consideration to be determined during final design confirmation.
30	Add the work required to be performed during Phase I to stack the Phase II housing on top of the Phase I housing should the county desire to go to a high rise solution.	$ 3,200,000	N		Escambia Corrections does not desire a high-rise configuration.
		$ (1,719,981)		**$ (958,226)**	

Meeting Minutes

DLR Group
Architecture Engineering Planning Interiors

100 East Pine Street
Suite 404
Orlando, FL 32801

o: 407/648-1331
f: 407/648-1433

Meeting Date	July 20, 2017
To	Bob Dye
From	Tim Gibson
Location	Escambia County Facilities Management Dept. 100 E. Blount Street, Pensacola, FL 32501
Project	Escambia County Jail DCP
Project No.	36-15104-00
Attendees	Major Scott Nash (Escambia County Corrections) Corinne Miller (Escambia County Jail) Bob Dye (Escambia County Facilities) George Bush (Escambia County Facilities) Adam Thompson (Escambia County Facilities) Tamyra Jarvis (Escambia County Corrections) Whitney Lucas (Escambia County Corrections) Andy Cupples (DLR Group) Tim Gibson (DLR Group)
Purpose	Corrections Working Group – DBE Response Review
Action Items	

Tim Gibson

1. Sign-in Sheet distributed to attendees.
2. Review of Agenda.
3. Reviewed evaluation factors and scoring
    a. 170 points technical
    b. 150 points commission
4. Reviewed the 2 proposals technical scoring in general and how DLR Group process worked. How did the two DBE teams compare?
    a. Proposal evaluation form – DLR Group did not review cost proposals.
5. Reviewed the 2 DBE scores out of 170 points.
6. Discussed next steps.

Andy Cupples – PowerPoint

1. Reviewed Design Criteria Package – Site Plan, Floor Plans, why original design decisions were made.

Caddell

2. Caddell Site Plan – Reviewed concerns.
3. Caddell 1st Floor – no major comments.
4. Caddell 2nd Floor – Juvenile to 2nd Floor, moved medical to west, OK/Acceptable.
5. Caddell - 3rd Floor – Staff Services moved to 3rd Floor – acceptable.
   Expansion is taken into account for Phase 2.

6. Reviewed Caddell's Functional/Operations Impact. No major negative impacts noted.
7. Corrections Agreed with DLR Group evaluation.

Yates
4 Floors of Housing VS. 3 – more staffing.

1. Site Review – New Urbanism. Other concerns – better stormwater analysis and traffic, L.I.D., landscaping, etc.
2. 1st Floor – Moved juvenile to 1st – that is a concern. Does reduce volume.
3. 2nd Floor – Acute Mental Health (see slide).
4. 3rd Floor – (See slide for concerns)
   - Elevators don't extend to 3rd floor?
   - No provision for expansion to the South.
5. 4th Floor – 2 housing units.
   - Same components as 3rd floor.
6. Summary – significant impact functional, operational and staffing impact. Can't expand.

* Corrections concurs with DLR Group evaluation.

7. Reviewed Yates' "VE" items – agreed to ignore in comparing DBE since would apply to either if accepted.
8. General DBE Comparison (Green/Yellow/Red)
   - Reviewed – Discussed Arch. "imagery."
   - Reviewed each category.
   - Will ask Caddell for any "VE" items.

Director Jarvis said she was concerned about Yates' design. Major Nash agreed with Director Jarvis, concern over inmate movement and staffing. Concern over long-term operational expenses.

Reviewed DLR Group submittal clarifications for the DBE (see DLR Group questionnaire).

- Reviewed each item for each DBE
- Minor edits made in conjunction with Facilities and Corrections.

Reviewed Alternates

1. #1 Priority – Full back-up power. YES
2. #3 Priority – HW/CW/Heat HW at Existing Jail – good for future maintenance.
3. #2 Priority – Inmate Plumbing Control
4. Manual Slider Doors VS. Swing (Unit price)
5. Fully operable doors – Unit cost.
6. #5 Priority – Detention Glazing Change – scratch-proof.
7. Cisco video switch (owner preference).
8. Axis cameras.

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9. Exacq Vision VMS – expansion system.
10. N/A.
11. Pervious concrete paving.
12. Sewage grinder.
13. Building demolition.
14. Priority #4 – 2nd bunk for cells 1A and 1B.

End of Meeting Minutes

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Escambia County Jail

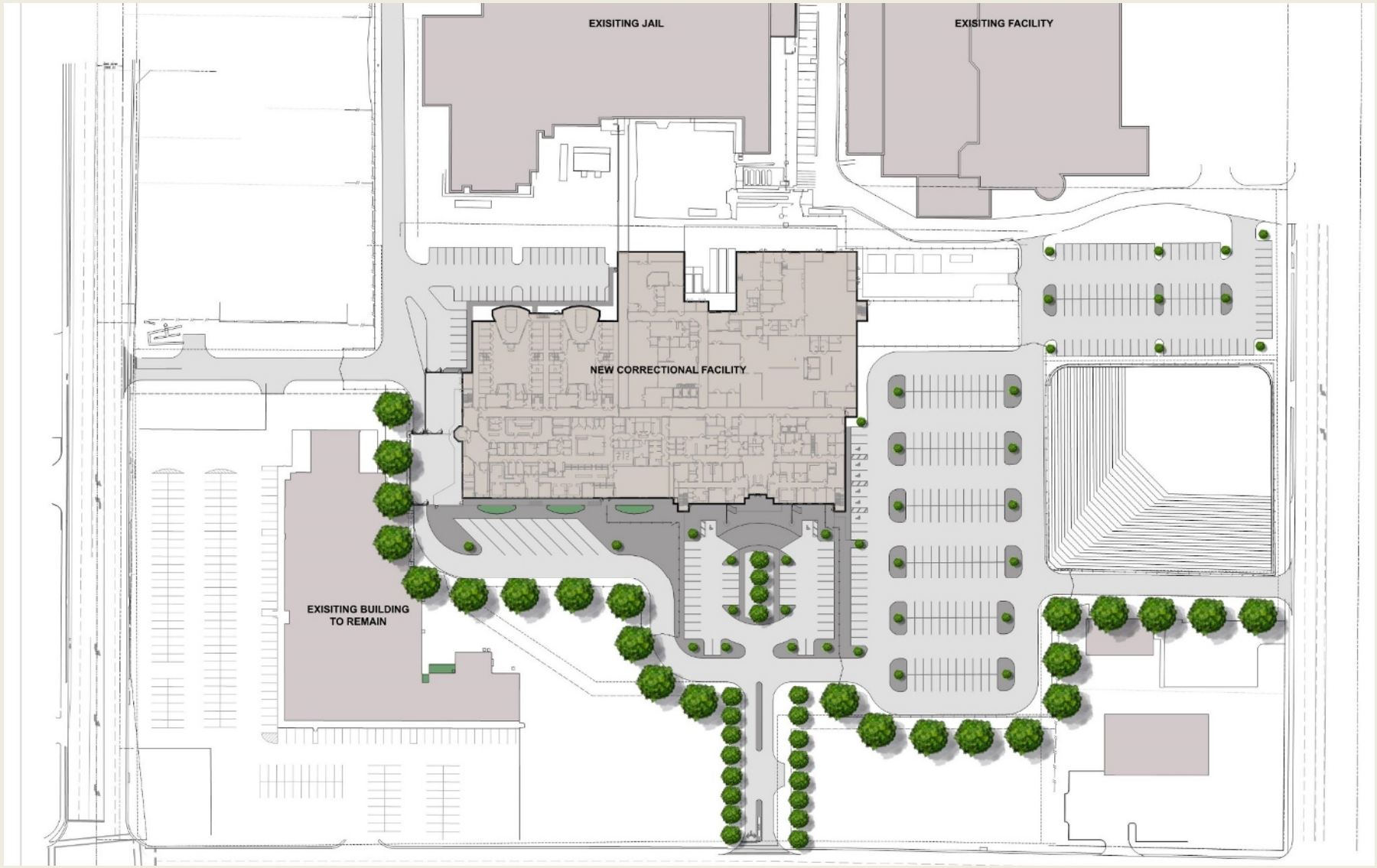
Functional Evaluation of Proposal

Department of Corrections Review
July 20, 2017

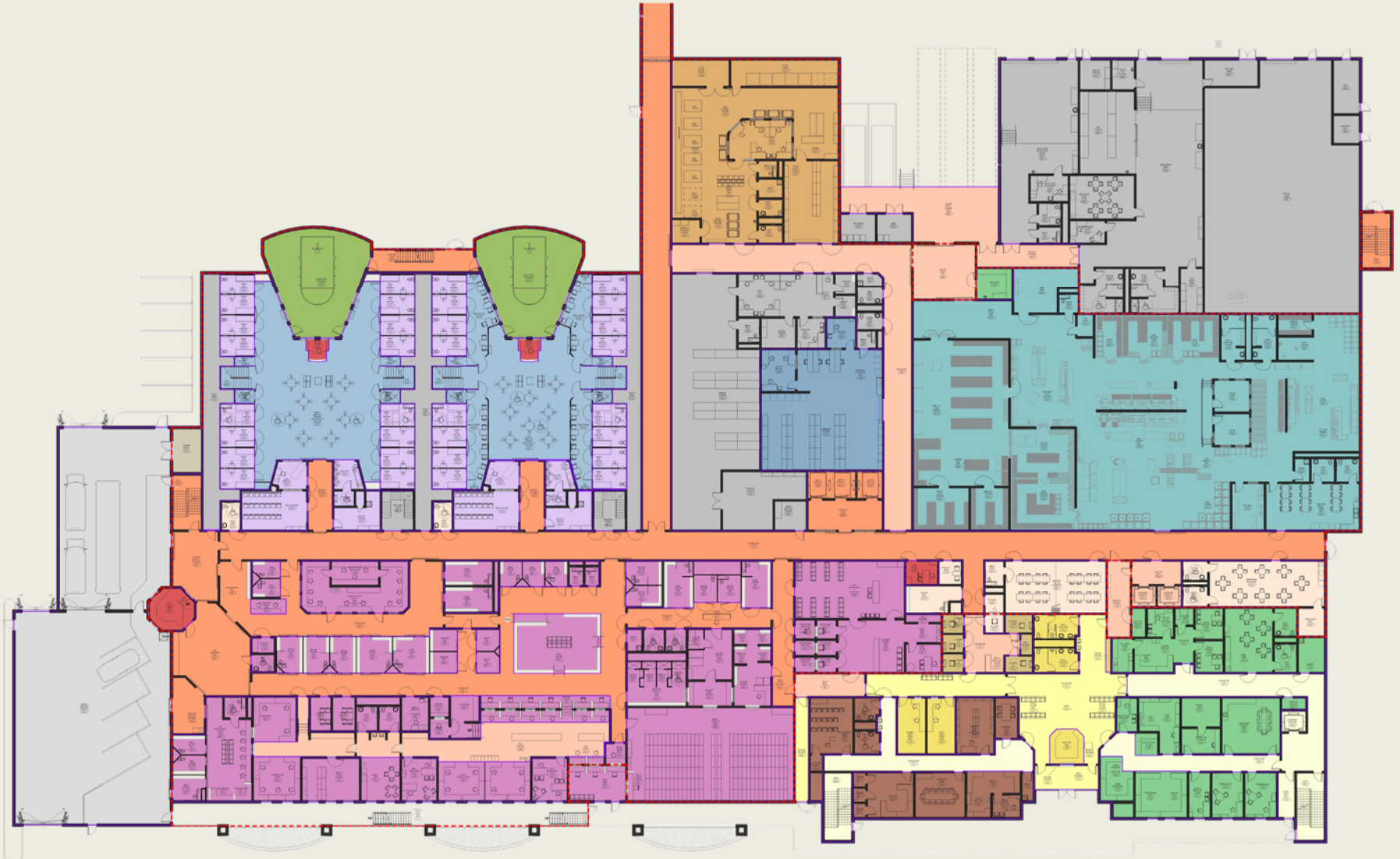
DLR Group

baydesign ARCHITECTURE

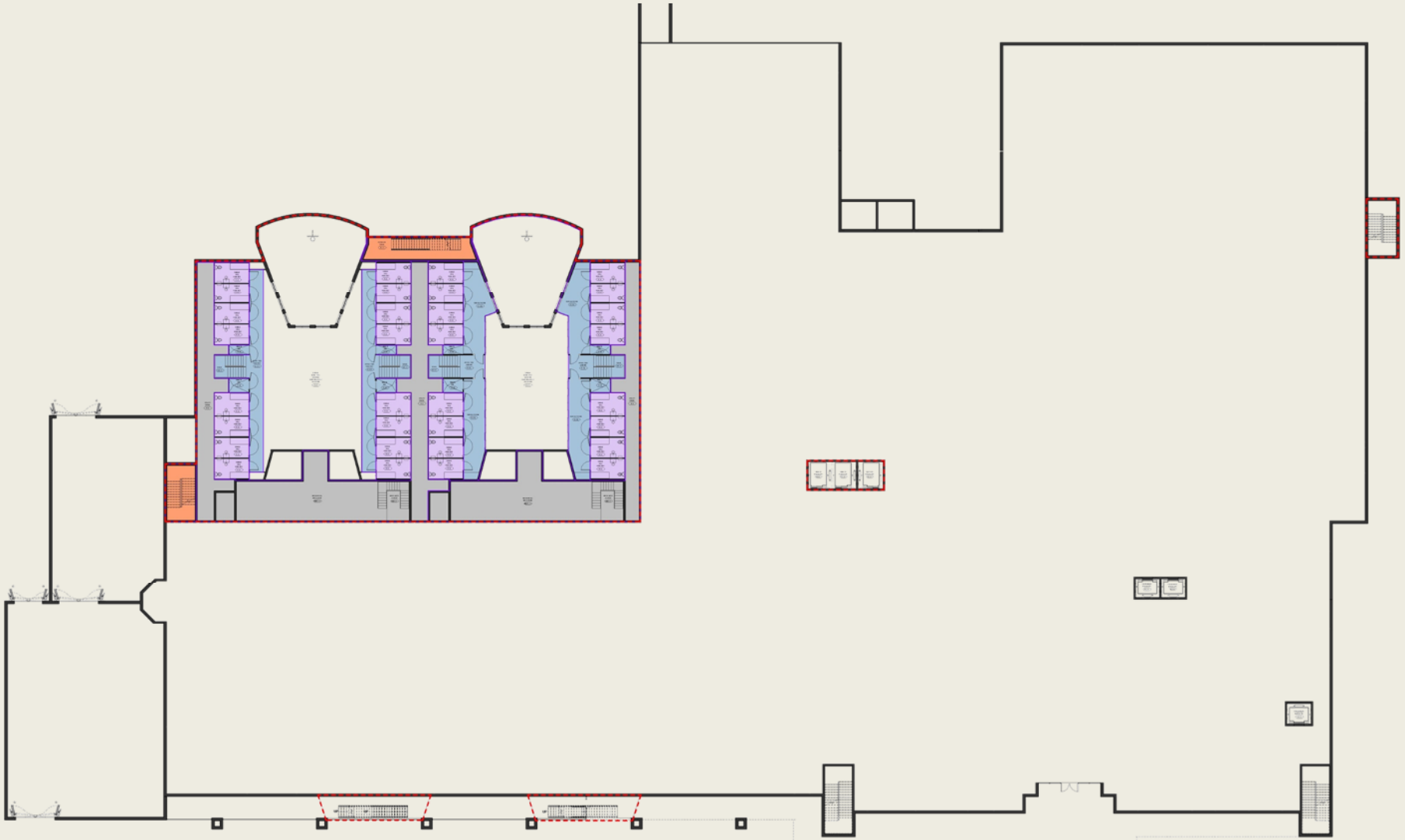
Site Concept Design – *Site Program*



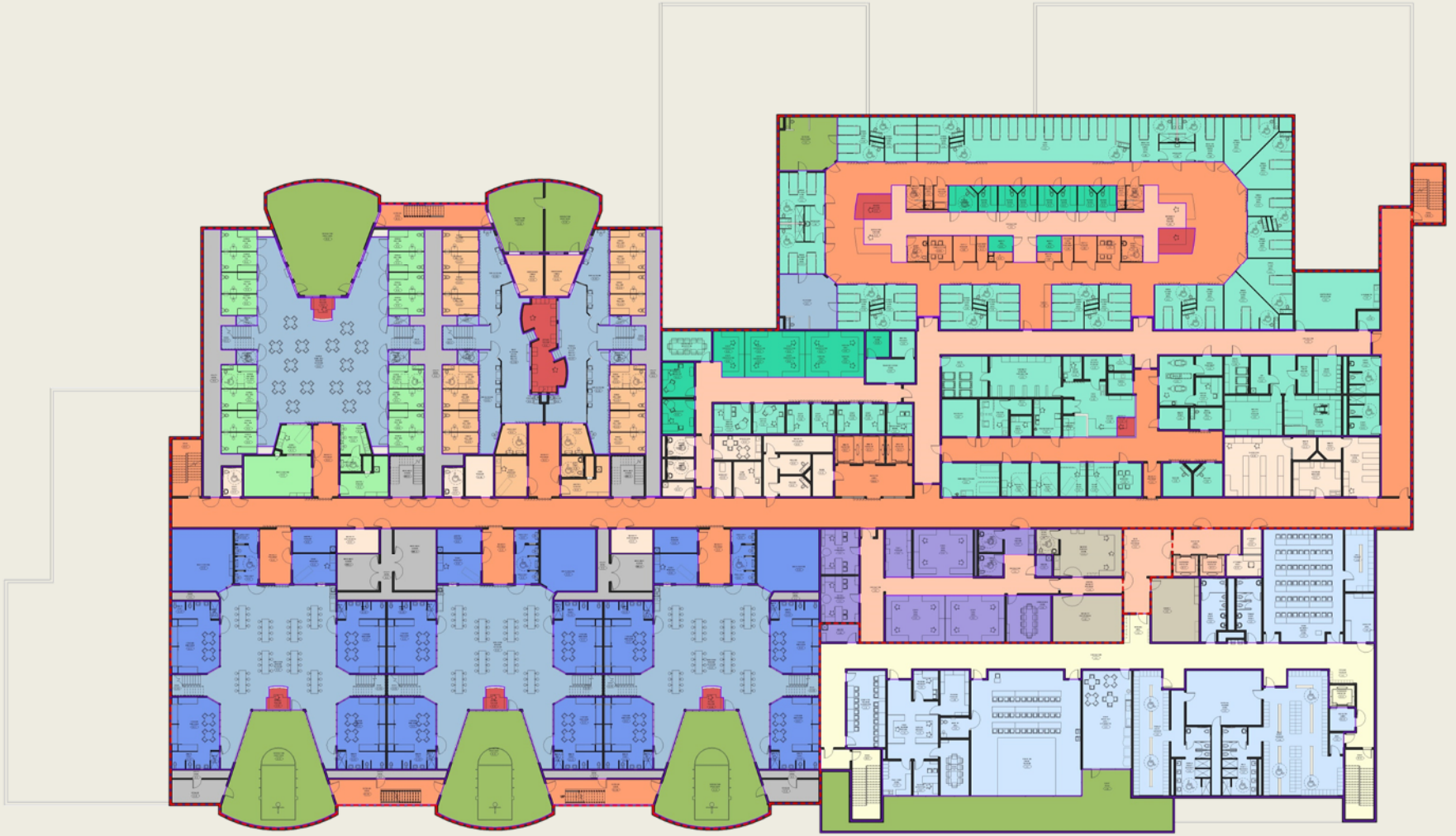
First Floor – Design Criteria



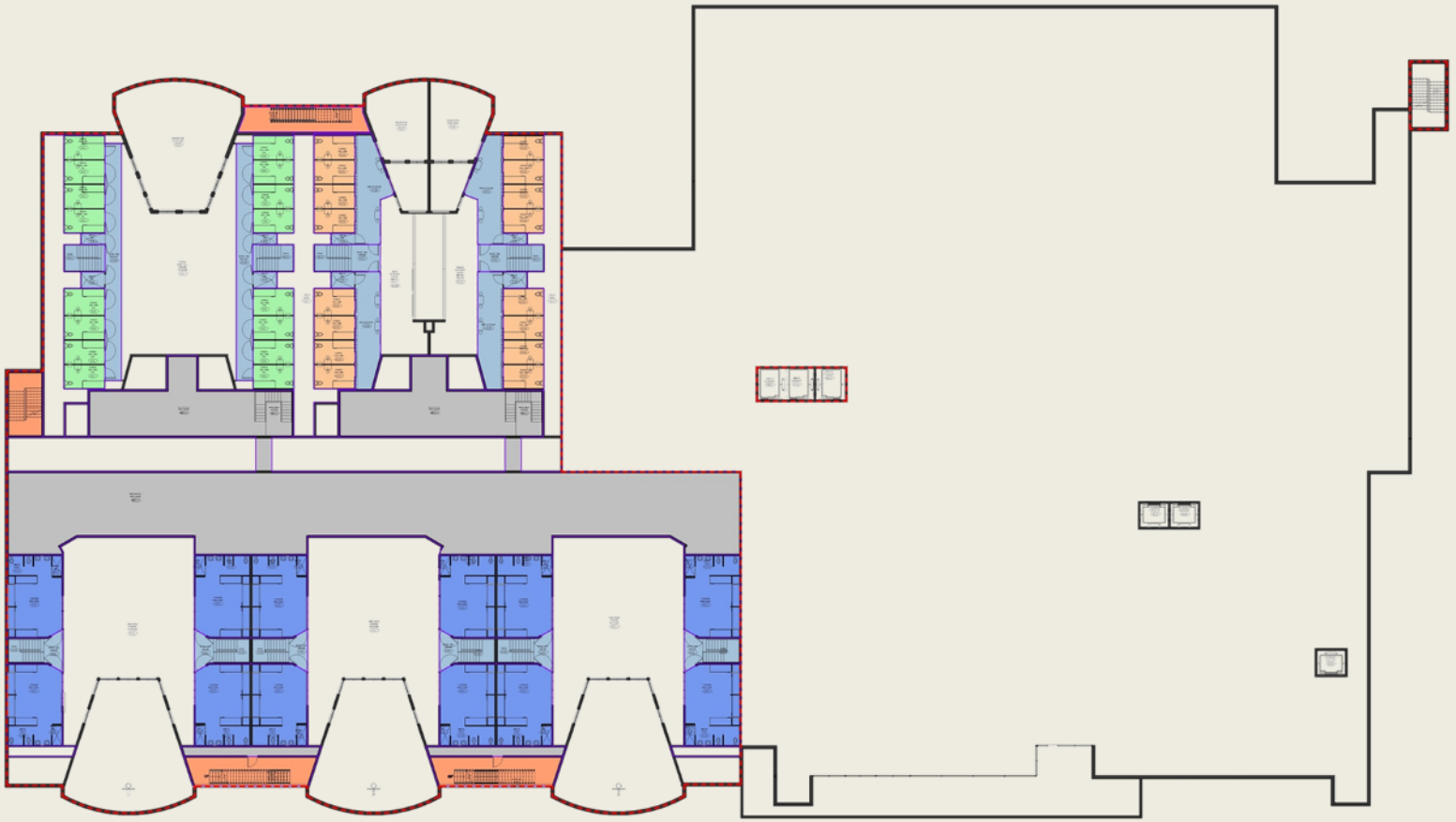
First Floor Mezzanine – Design Criteria



Second Floor – Design Criteria



Second Floor Mezzanine – Design Criteria



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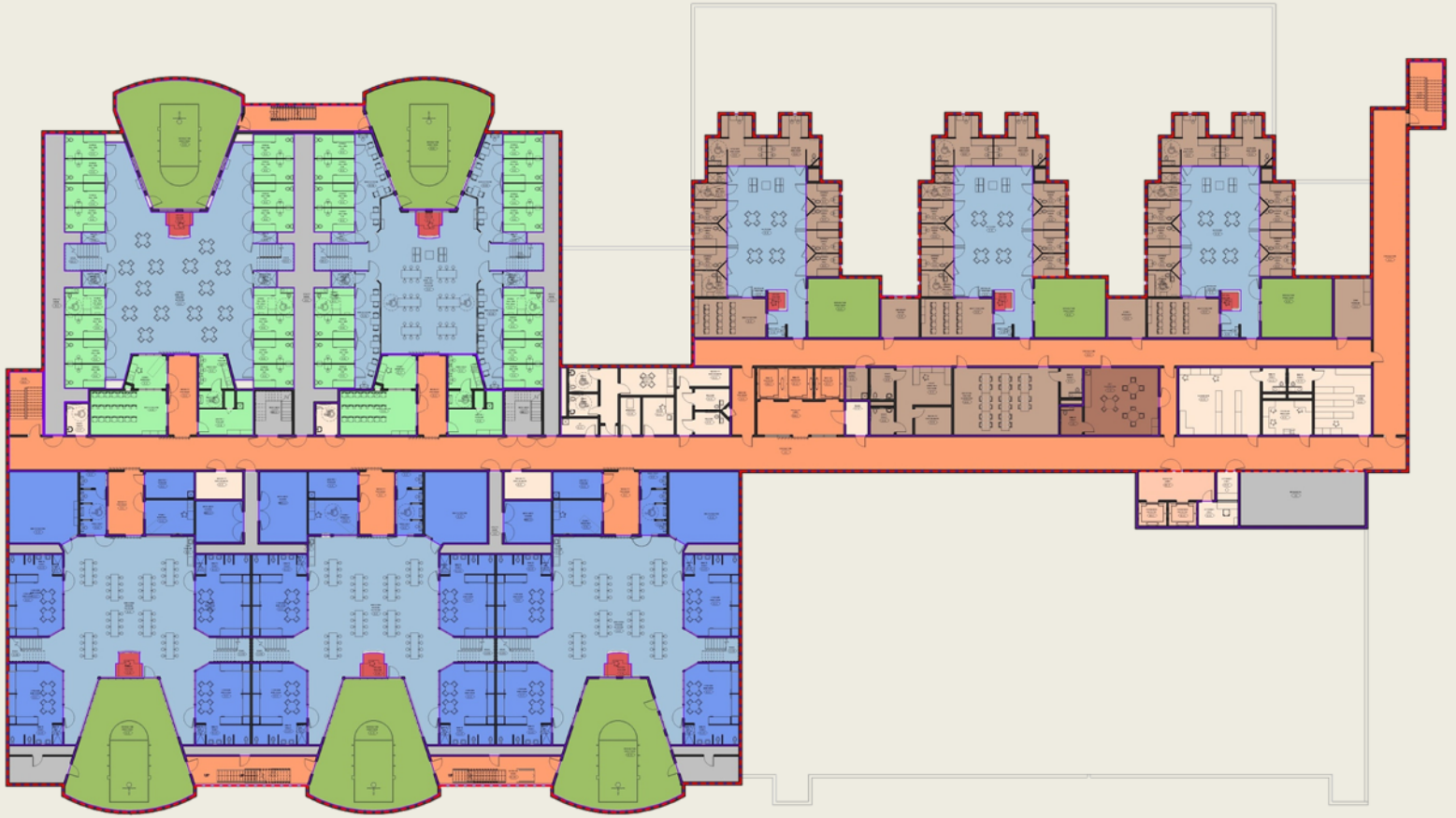

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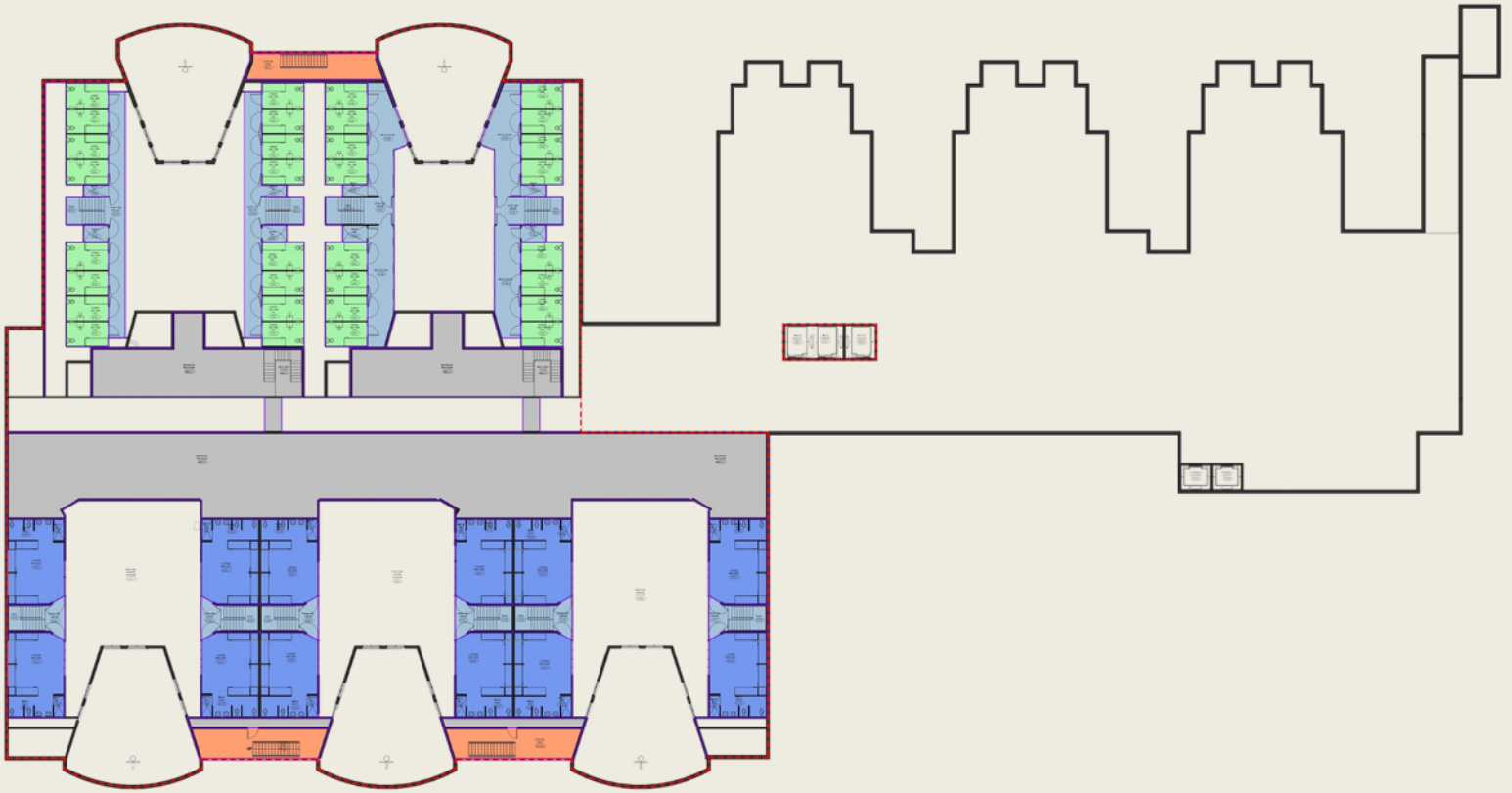
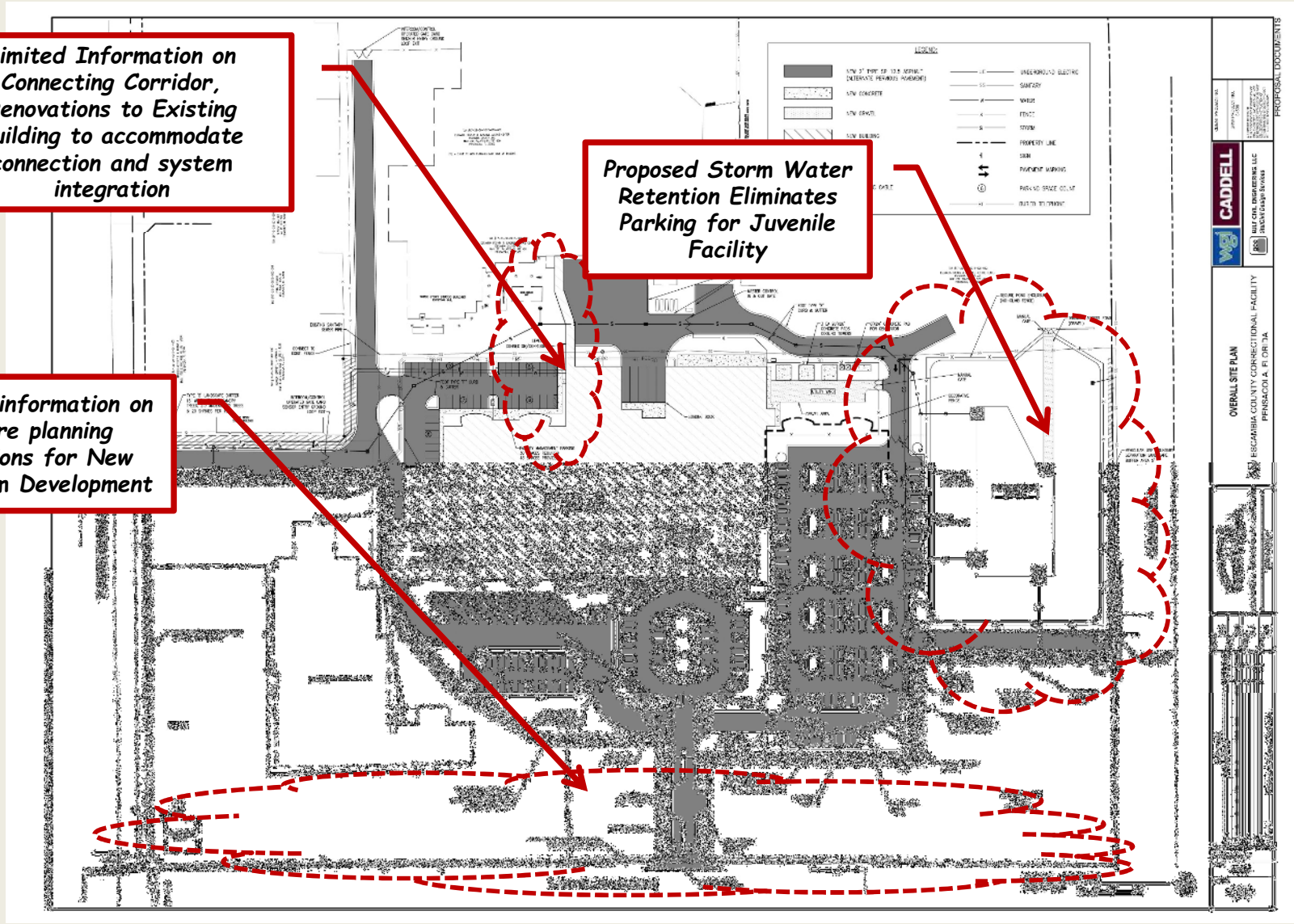


CA1

Site Concept - Caddell



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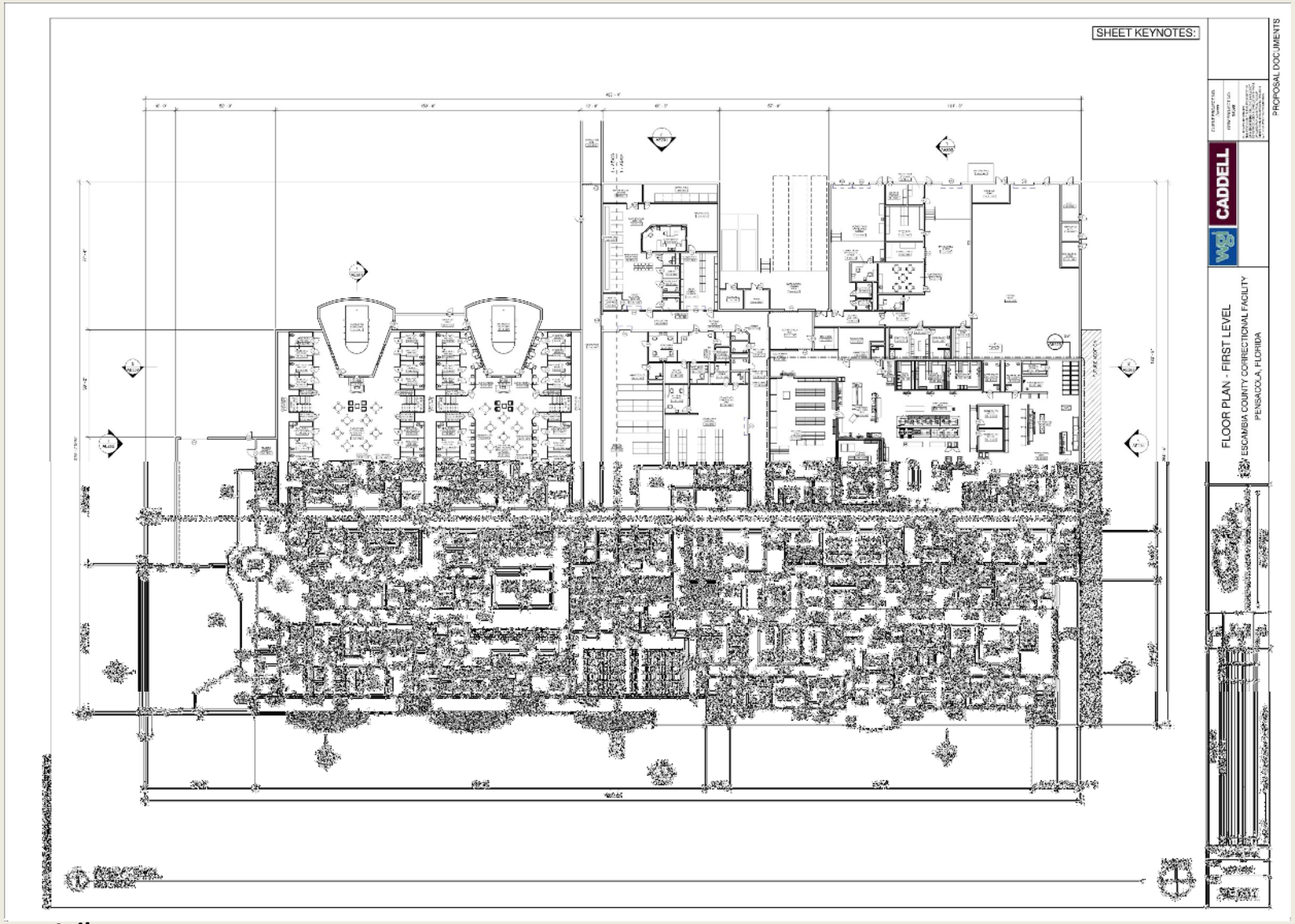

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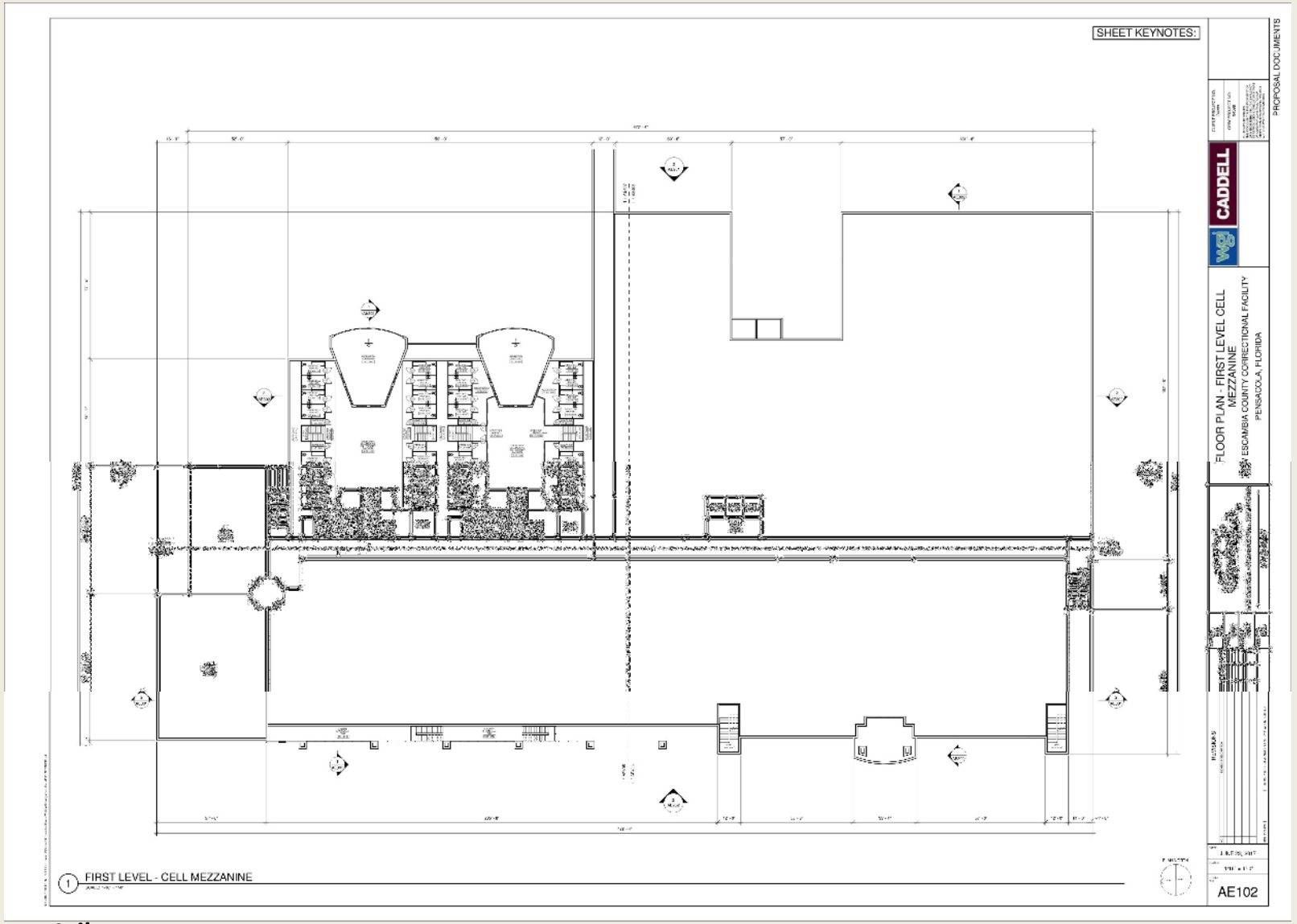
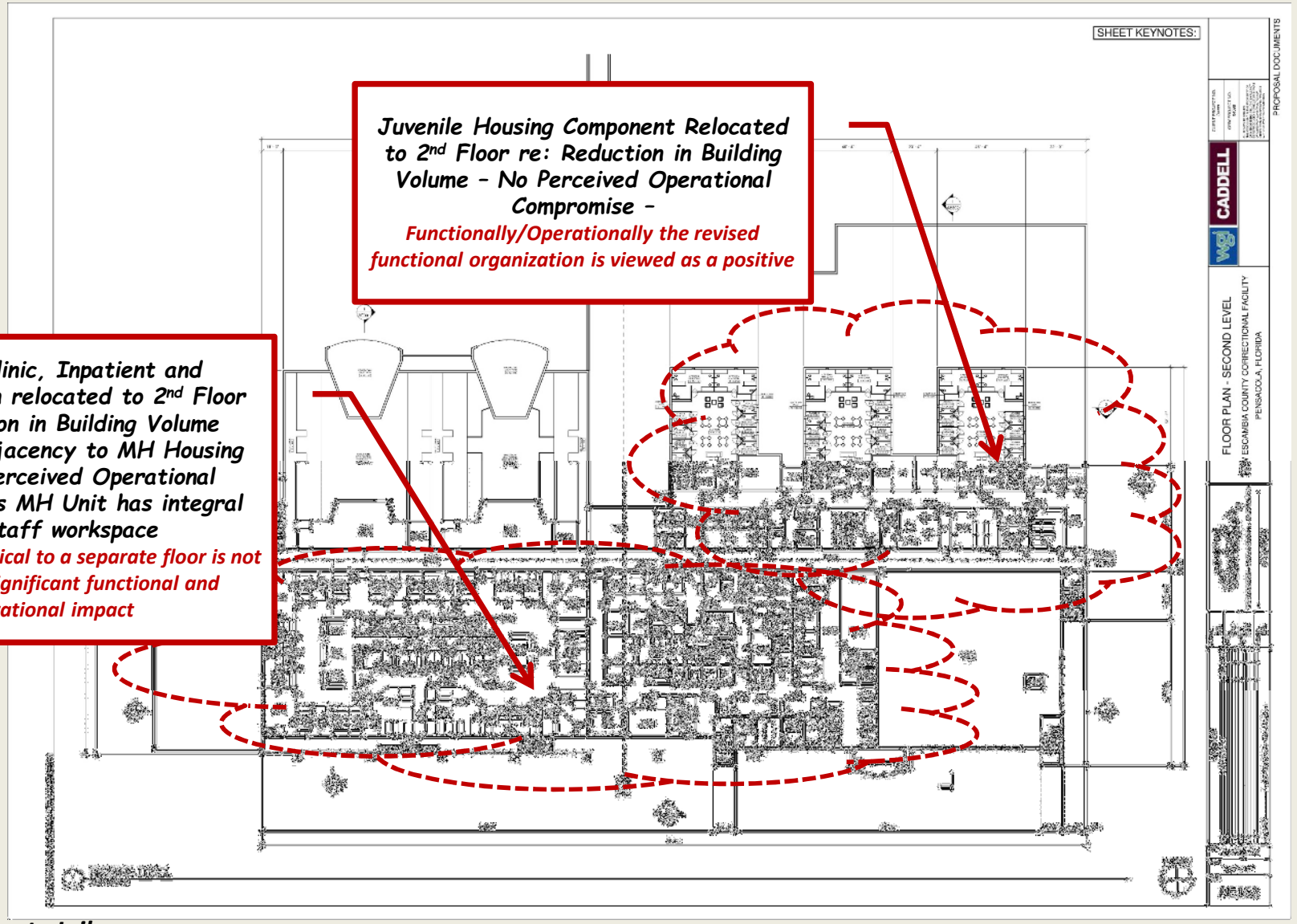


Second Floor - Caddell



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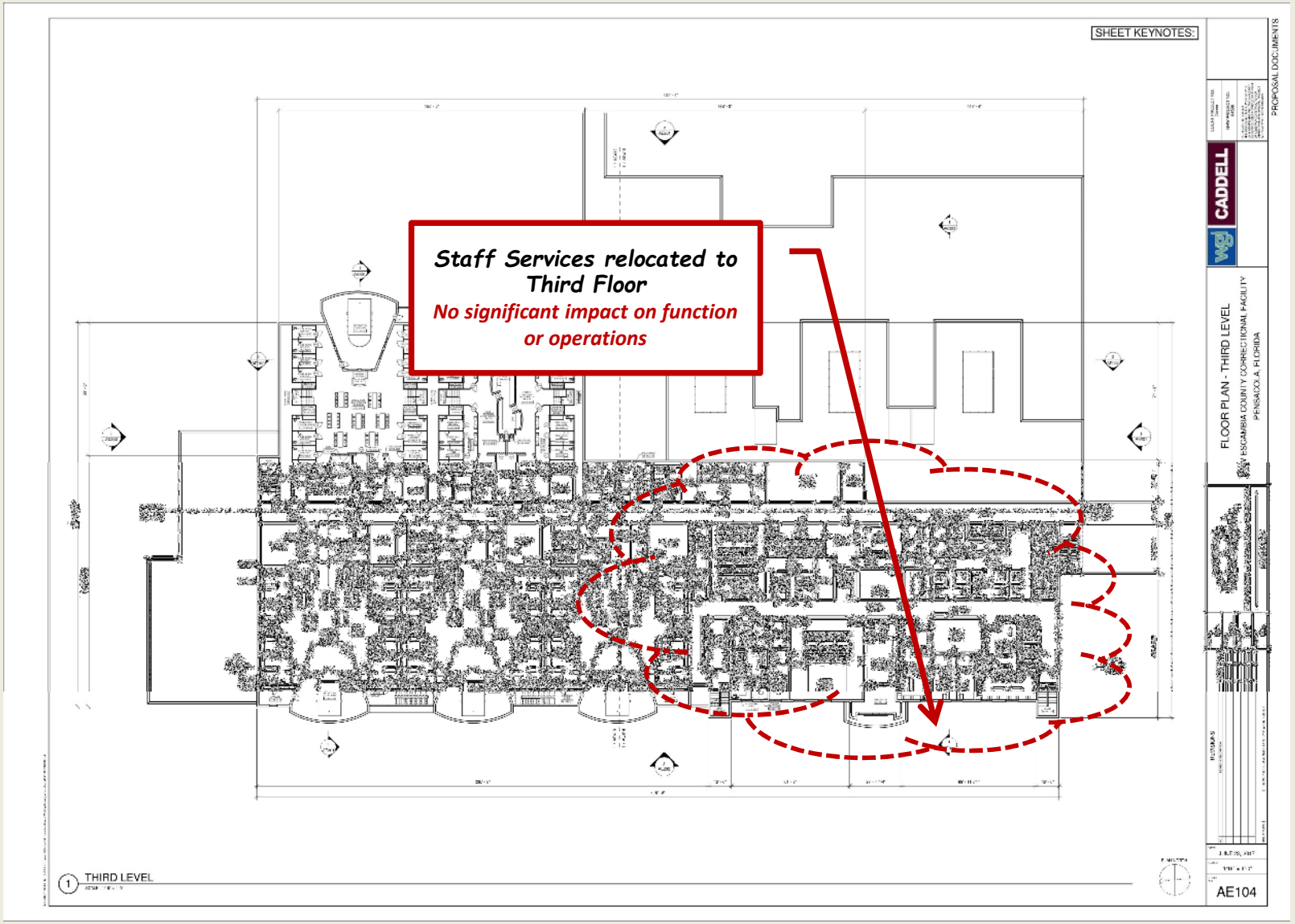
Functionally/Operationally the revised functional organization is viewed as a positive

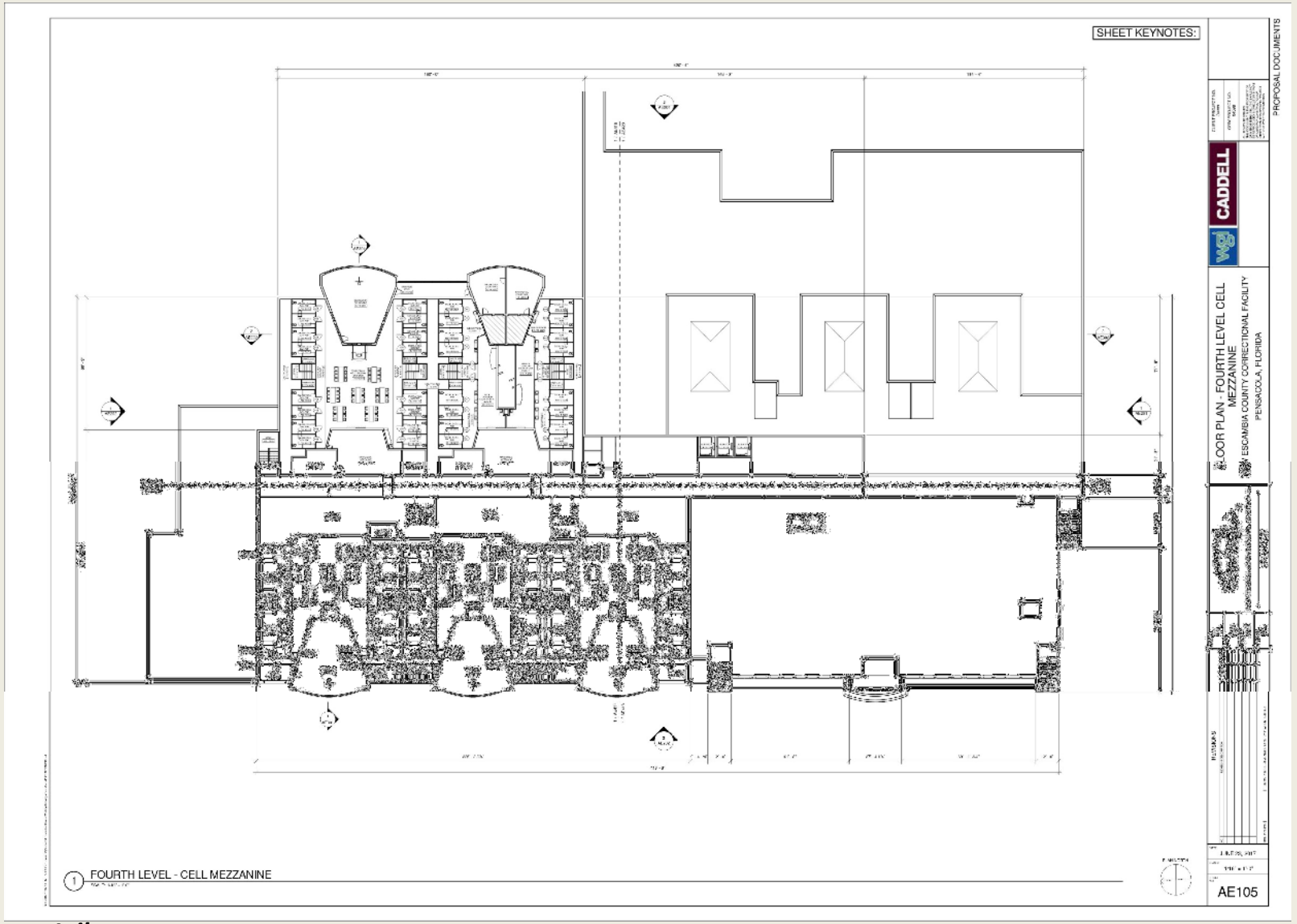
Medical Clinic, Inpatient and Administration relocated to 2nd Floor re; Reduction in Building Volume Eliminates Adjacency to MH Housing Unit– No Perceived Operational Compromise as MH Unit has integral MH Staff workspace

Relocation of Medical to a separate floor is not viewed as a significant functional and operational impact

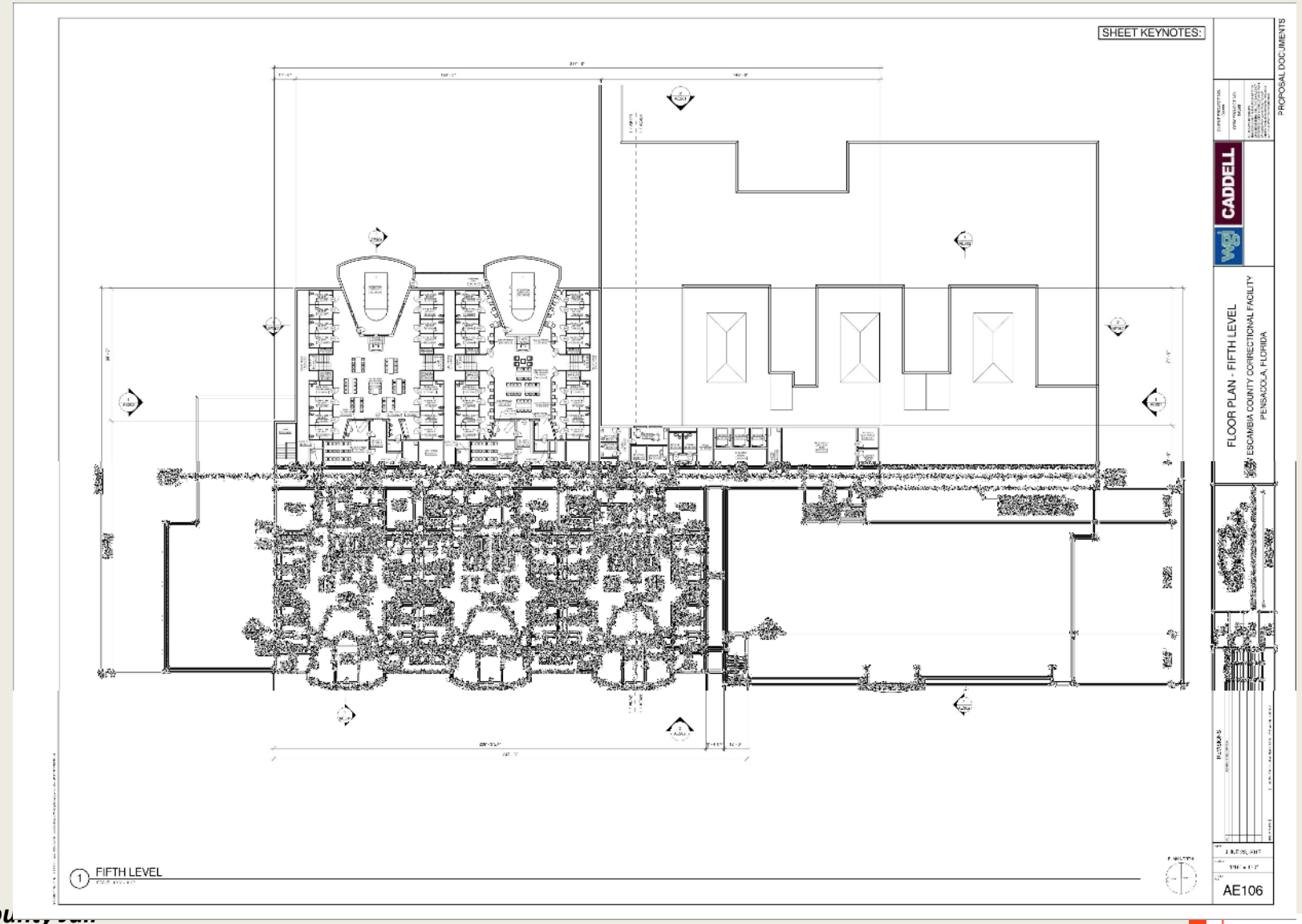
Third Floor - Caddell



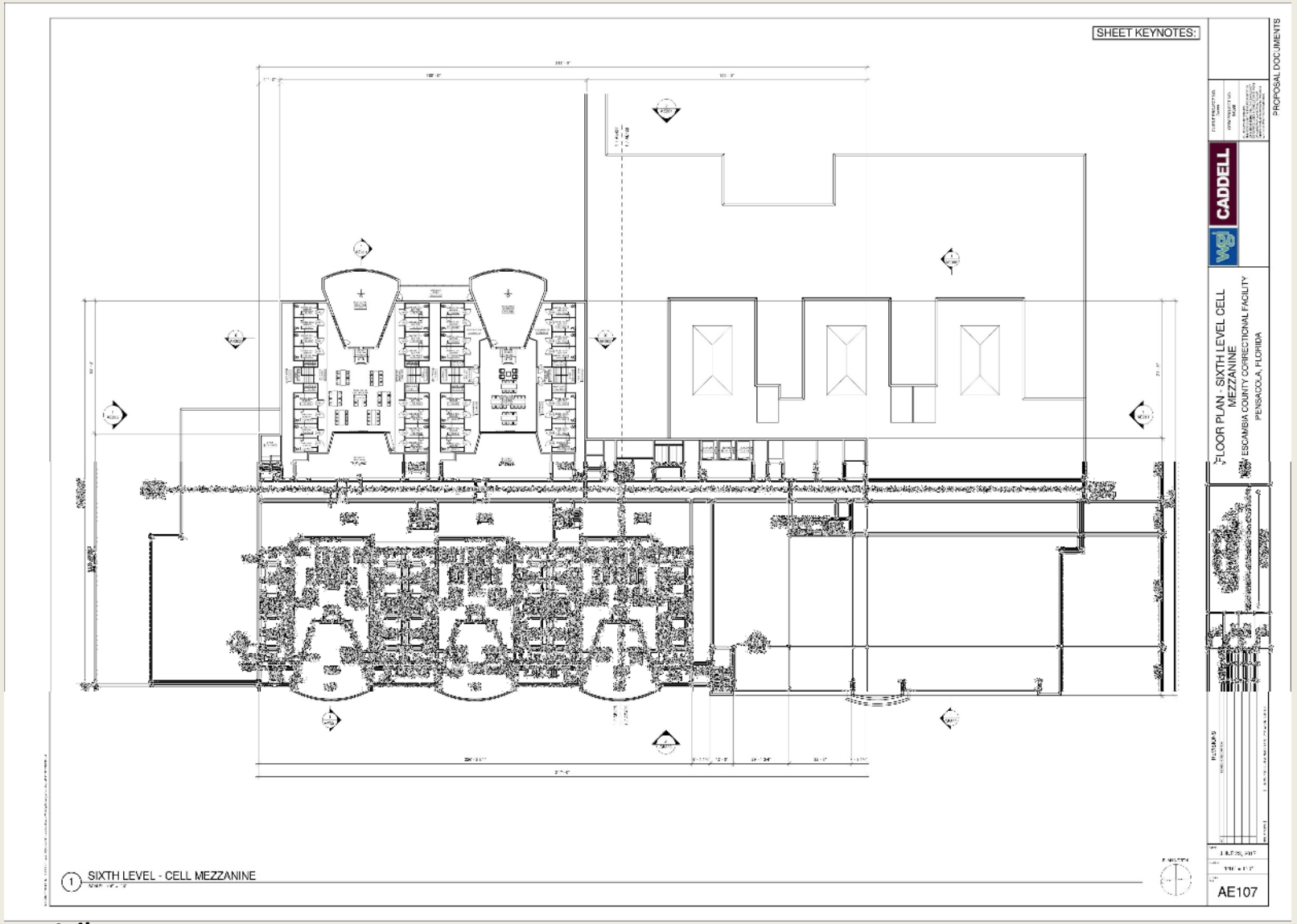
Third Floor Mezzanine - Caddell



Fourth Floor - Caddell



Fourth Floor Mezzanine - Caddell



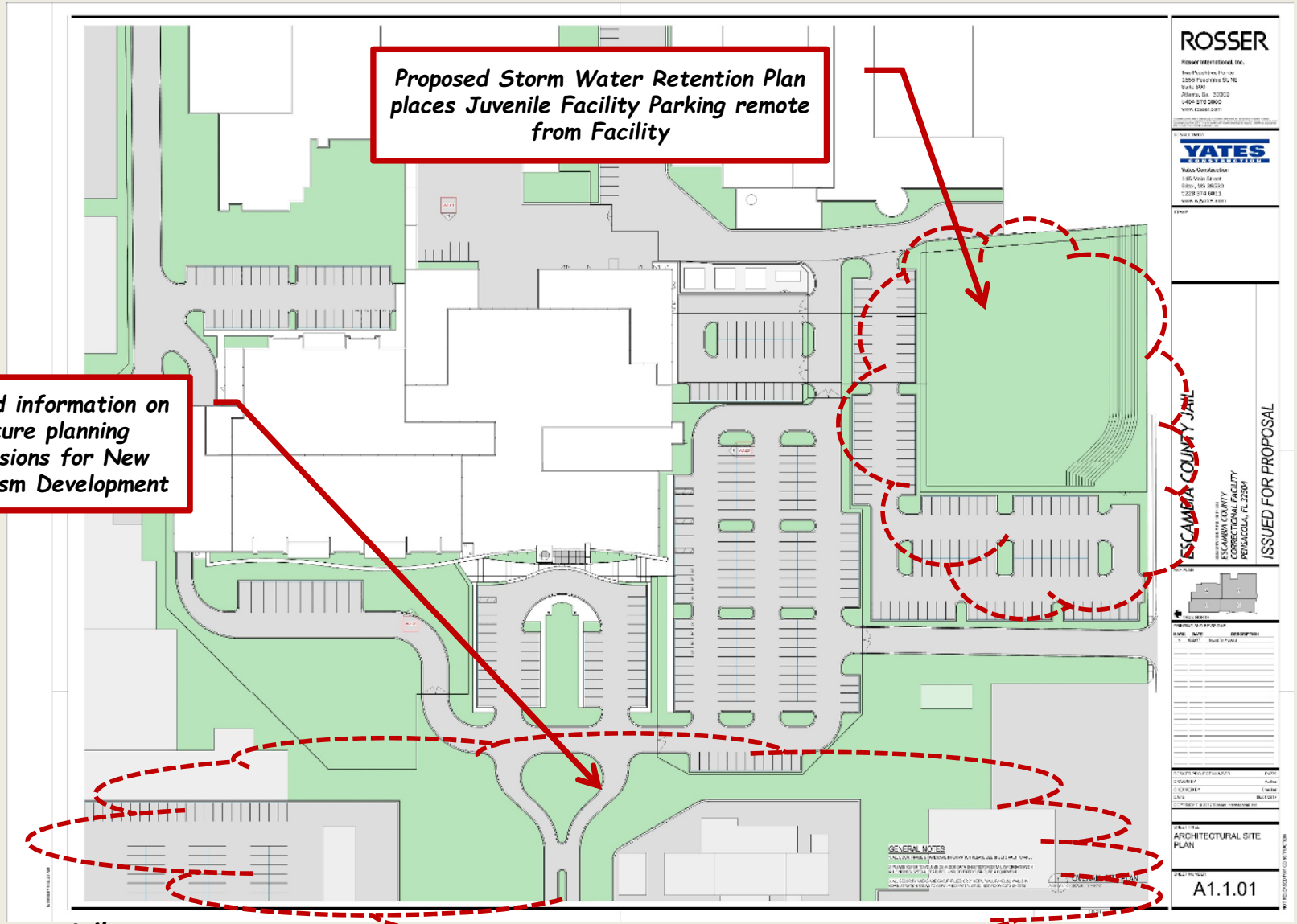
Functional/Operational Impact Summary - Caddell

All other aspects of the blocking and stacking/functional organization of the Design Criteria have been maintained including:

- Adjacency of High Security Housing and Reception Housing to Intake for reduced movement and staff response;
- Basic housing floor plate of five units - 2 cells and 3 dorms, 320 beds – per level in Phase 1 maintained for unit management and staffing efficiencies
- Staff/professional visitor elevators to all floors maintained along with attorney visiting on the floor accessed from elevator;
- Actual corridors or structure provided to accommodate extension of corridors for future expansion to the east;
- Maintains overall building height at 3 housing floors (6 levels)

The proposed block and stack/functional organization revisions proposed by the WGI/Cadell Team do not appear to have any functional, operational or staffing impacts in conflict with the Design Criteria and appear to be a beneficial improvement to the project.

Site Concept - Yates

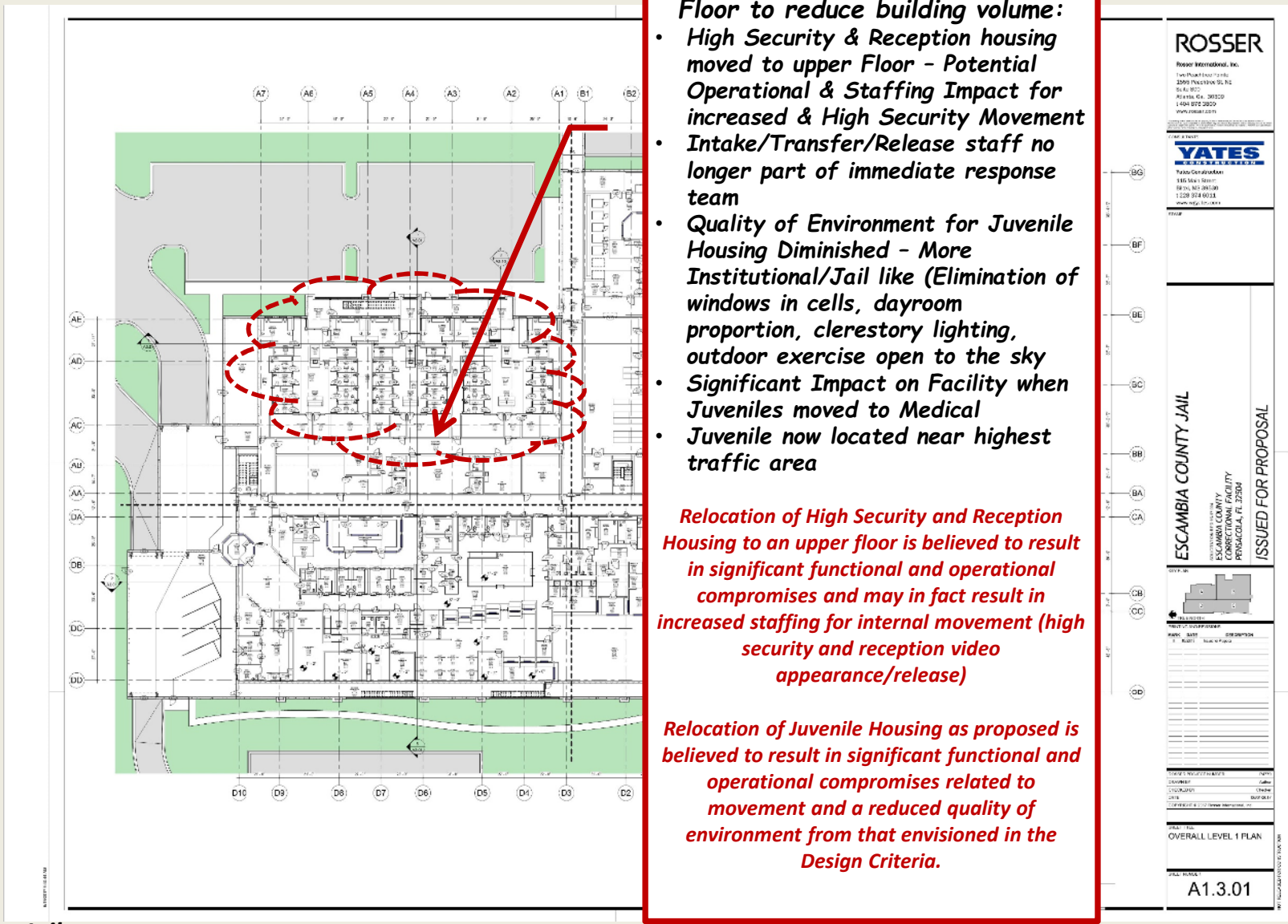


Escambia County Jail

Proposal Review – Functional Considerations

DLR Group

First Floor - Yates



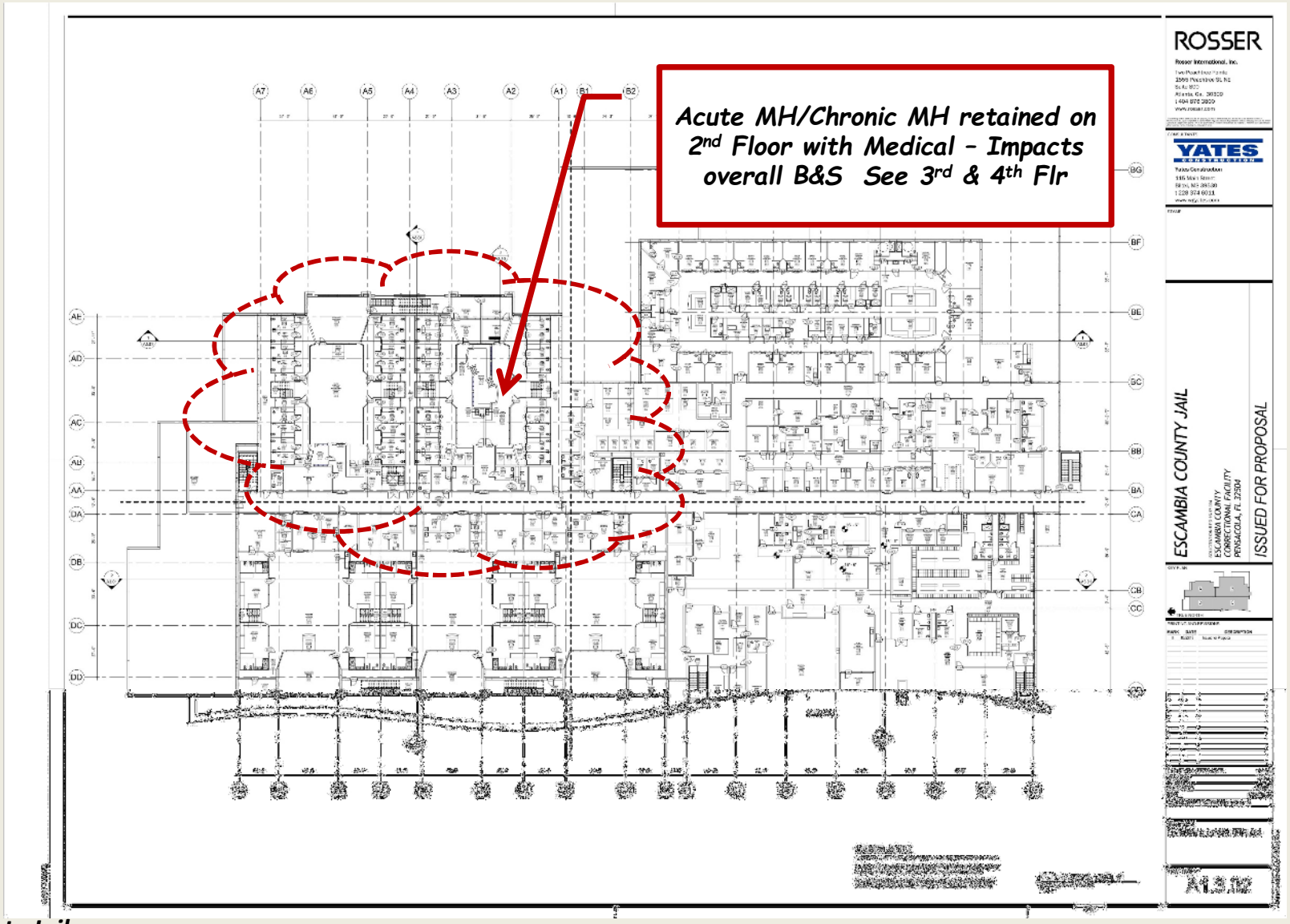
Juvenile Housing Relocated to First Floor to reduce building volume:

- *High Security & Reception housing moved to upper Floor – Potential Operational & Staffing Impact for increased & High Security Movement*
- *Intake/Transfer/Release staff no longer part of immediate response team*
- *Quality of Environment for Juvenile Housing Diminished – More Institutional/Jail like (Elimination of windows in cells, dayroom proportion, clerestory lighting, outdoor exercise open to the sky*
- *Significant Impact on Facility when Juveniles moved to Medical*
- *Juvenile now located near highest traffic area*

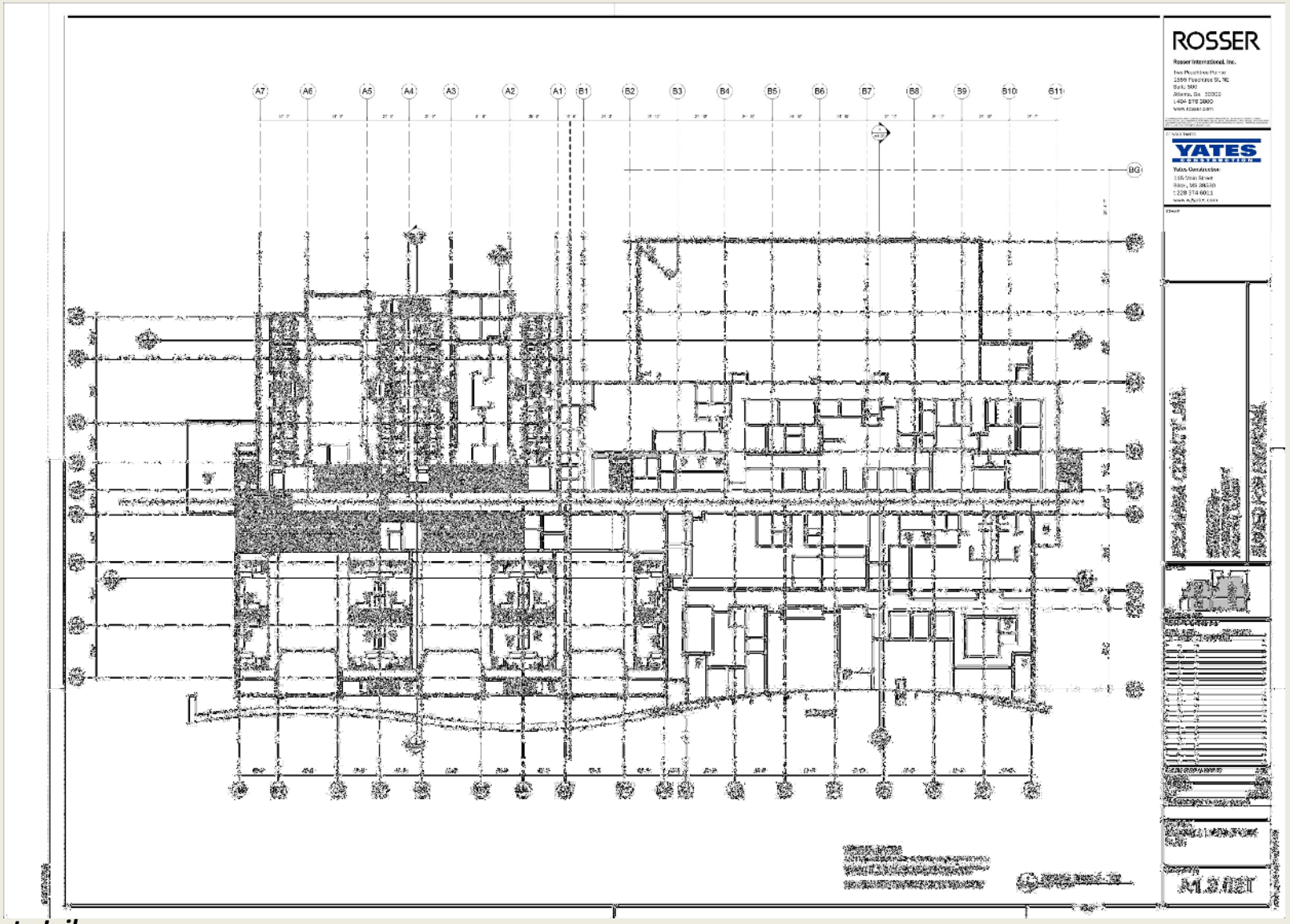
Relocation of High Security and Reception Housing to an upper floor is believed to result in significant functional and operational compromises and may in fact result in increased staffing for internal movement (high security and reception video appearance/release)

Relocation of Juvenile Housing as proposed is believed to result in significant functional and operational compromises related to movement and a reduced quality of environment from that envisioned in the Design Criteria.

Second Floor - Yates



Second Floor Mezzanine - Yates



Third Floor - Yates

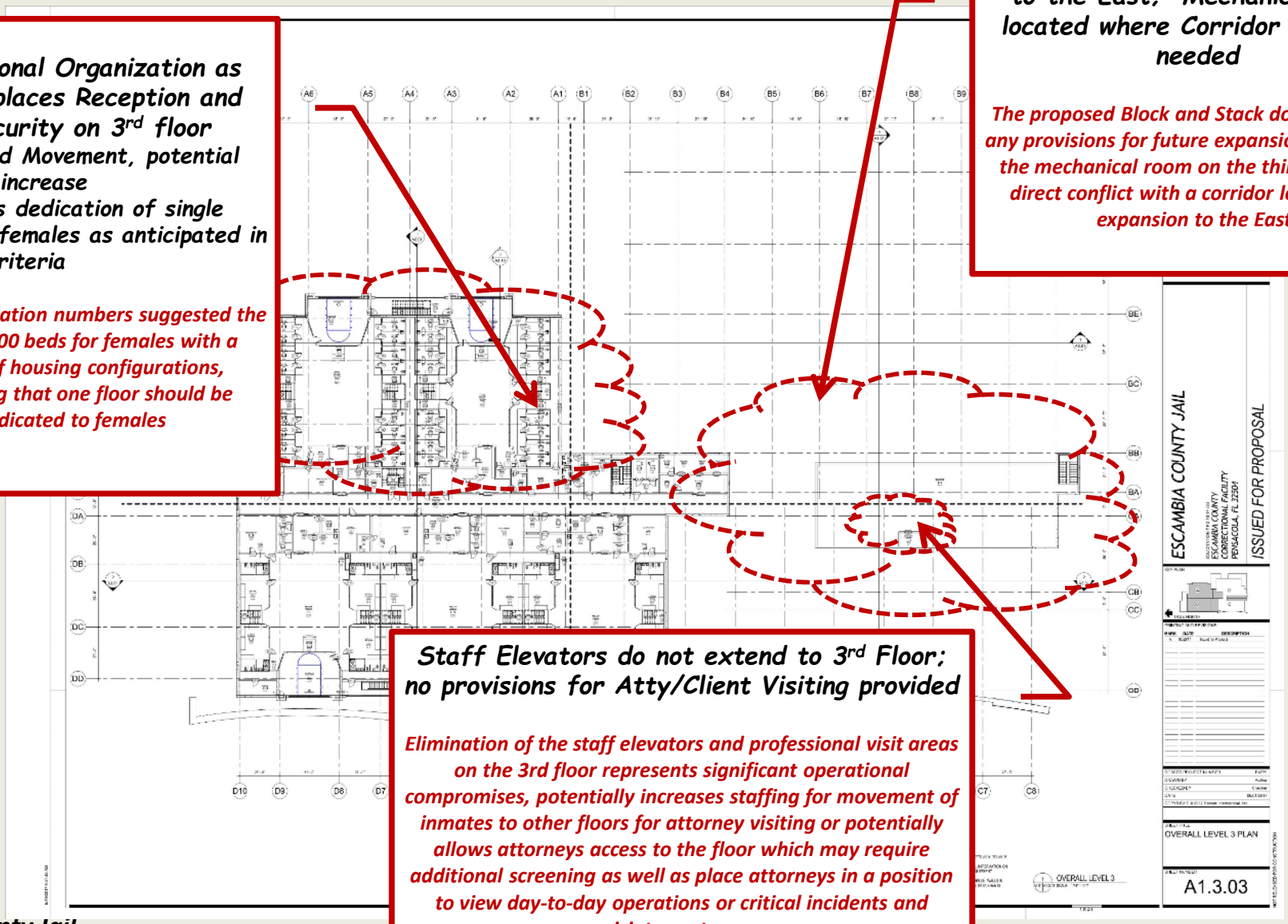
B&S/Functional Organization as presented places Reception and High-Security on 3rd floor

- Increased Movement, potential staffing increase
- Precludes dedication of single floor to females as anticipated in Design Criteria

Current population numbers suggested the need for 300 beds for females with a variety of housing configurations, suggesting that one floor should be dedicated to females

No provisions for future Expansion to the East; Mechanical Room located where Corridor would be needed

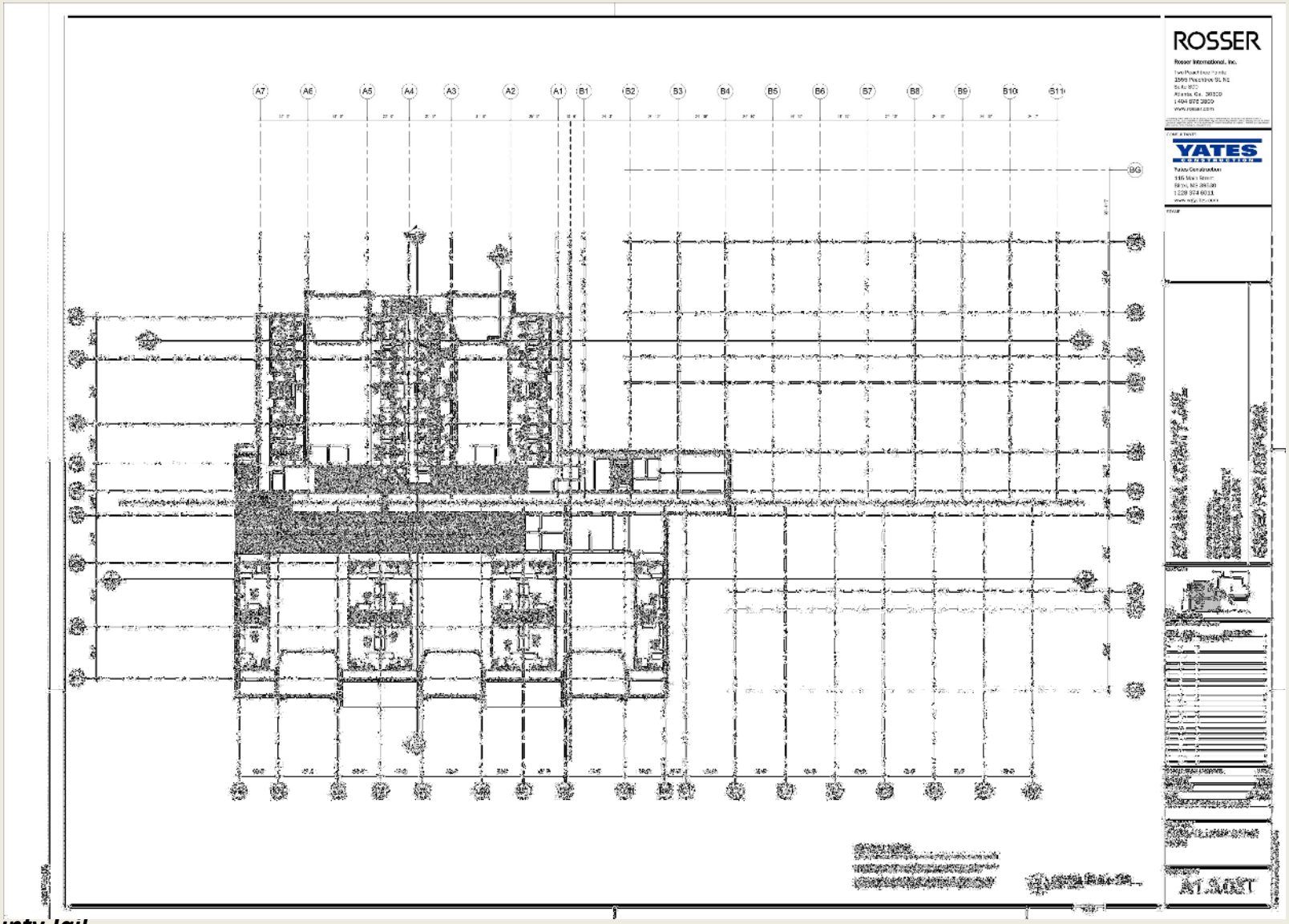
The proposed Block and Stack does not make any provisions for future expansion and in fact the mechanical room on the third floor is in direct conflict with a corridor location for expansion to the East.



Staff Elevators do not extend to 3rd Floor; no provisions for Atty/Client Visiting provided

Elimination of the staff elevators and professional visit areas on the 3rd floor represents significant operational compromises, potentially increases staffing for movement of inmates to other floors for attorney visiting or potentially allows attorneys access to the floor which may require additional screening as well as place attorneys in a position to view day-to-day operations or critical incidents and misinterpret same;

Third Floor Mezzanine - Yates

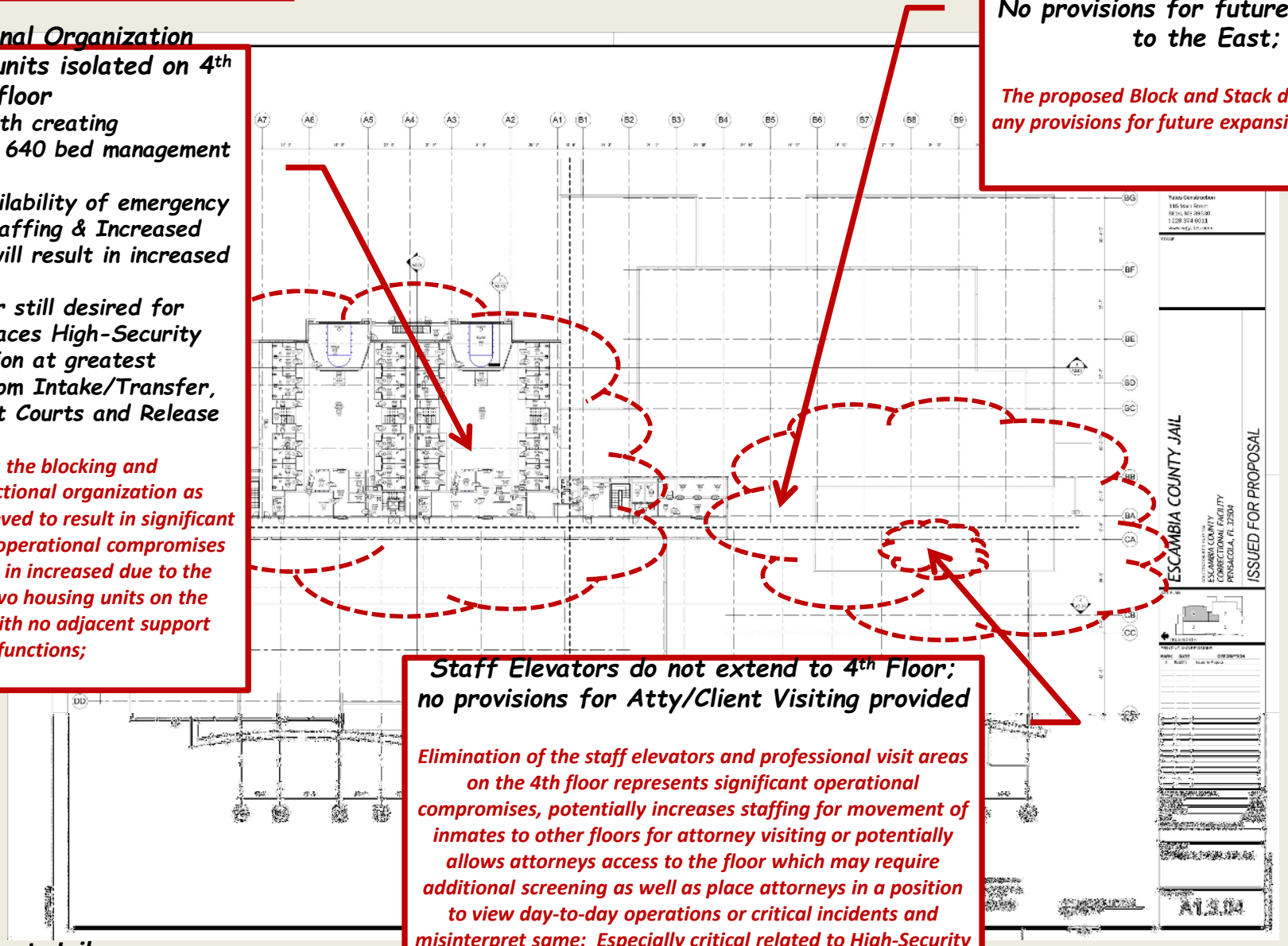


Fourth Floor - Yates

B&S/Functional Organization Results in two units isolated on 4th floor

- *Conflicts with creating 320/future 640 bed management units*
- *Limited availability of emergency response staffing & Increased movement will result in increased staffing;*
- *If one floor still desired for females, places High-Security and Reception at greatest distance from Intake/Transfer, Arraignment Courts and Release*

Revising the blocking and stacking/functional organization as proposed is believed to result in significant functional and operational compromises and will result in increased due to the isolation of two housing units on the fourth level with no adjacent support functions;



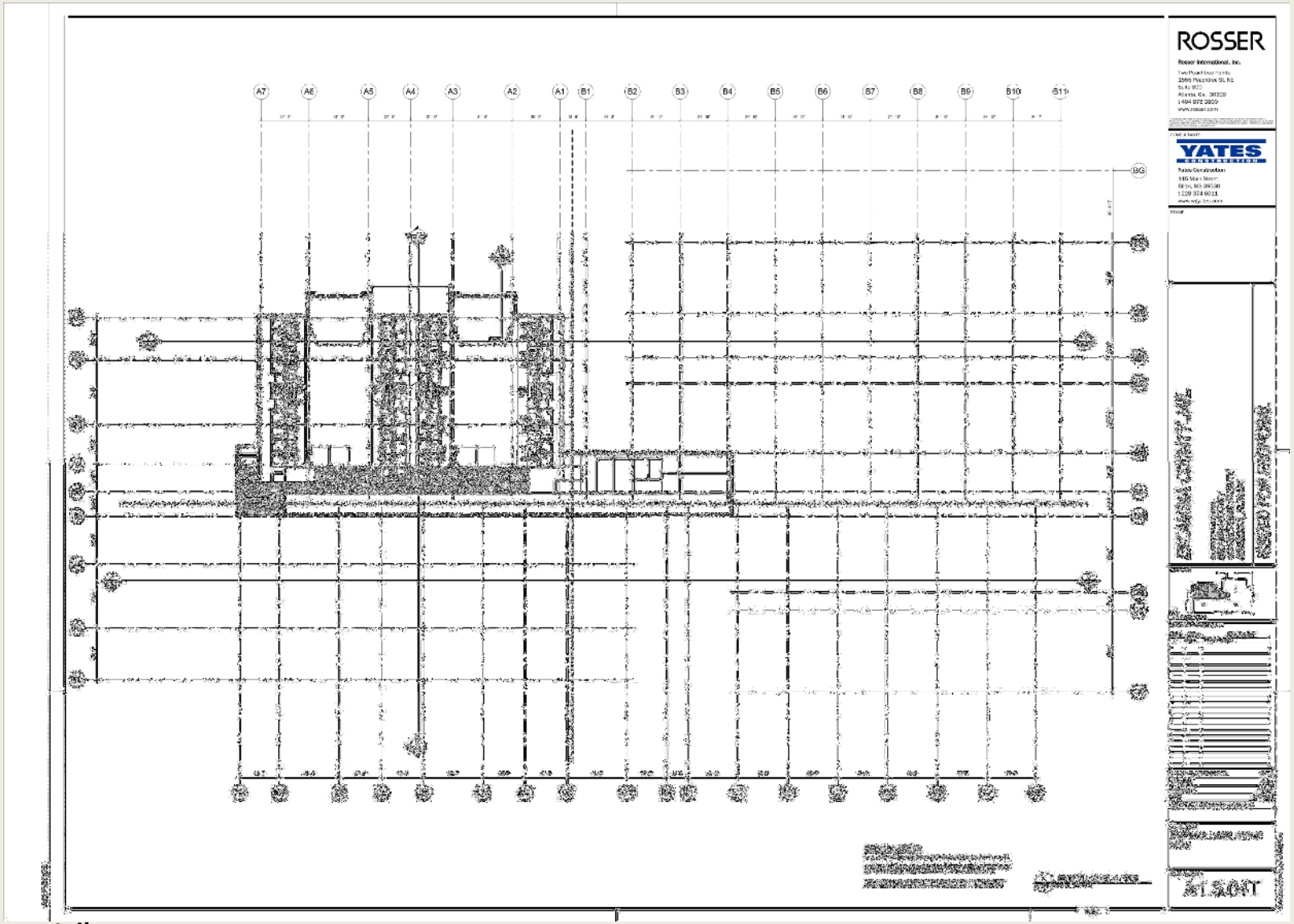
No provisions for future Expansion to the East;

The proposed Block and Stack does not make any provisions for future expansion to the East.

Staff Elevators do not extend to 4th Floor; no provisions for Atty/Client Visiting provided

Elimination of the staff elevators and professional visit areas on the 4th floor represents significant operational compromises, potentially increases staffing for movement of inmates to other floors for attorney visiting or potentially allows attorneys access to the floor which may require additional screening as well as place attorneys in a position to view day-to-day operations or critical incidents and misinterpret same; Especially critical related to High-Security & Reception Housing if provided on 4th floor;

Fourth Floor Mezzanine - Yates



Functional/Operational Impact Summary - Yates

The proposed block and stack/functional organization revisions proposed by the Yates Team appears to have significant functional, operational and staffing impacts which are in conflict with the Design Criteria and would result in increased long-term costs to Escambia County for staffing and operations.

Moreover, the "value Enhancements" offered show an even greater lack of understanding of key operational considerations – covered vehicular areas, separate transportation vehicle vestibule, fenced employee parking etc.

Escambia County Jail

Functional Evaluation of Proposal

Department of Corrections Review
July 20, 2017

DLR Group

baydesign ARCHITECTURE

Escambia County Jail

Technical Evaluation of Proposals

Commissioners Briefing
August 1-2, 2017

DLR Group

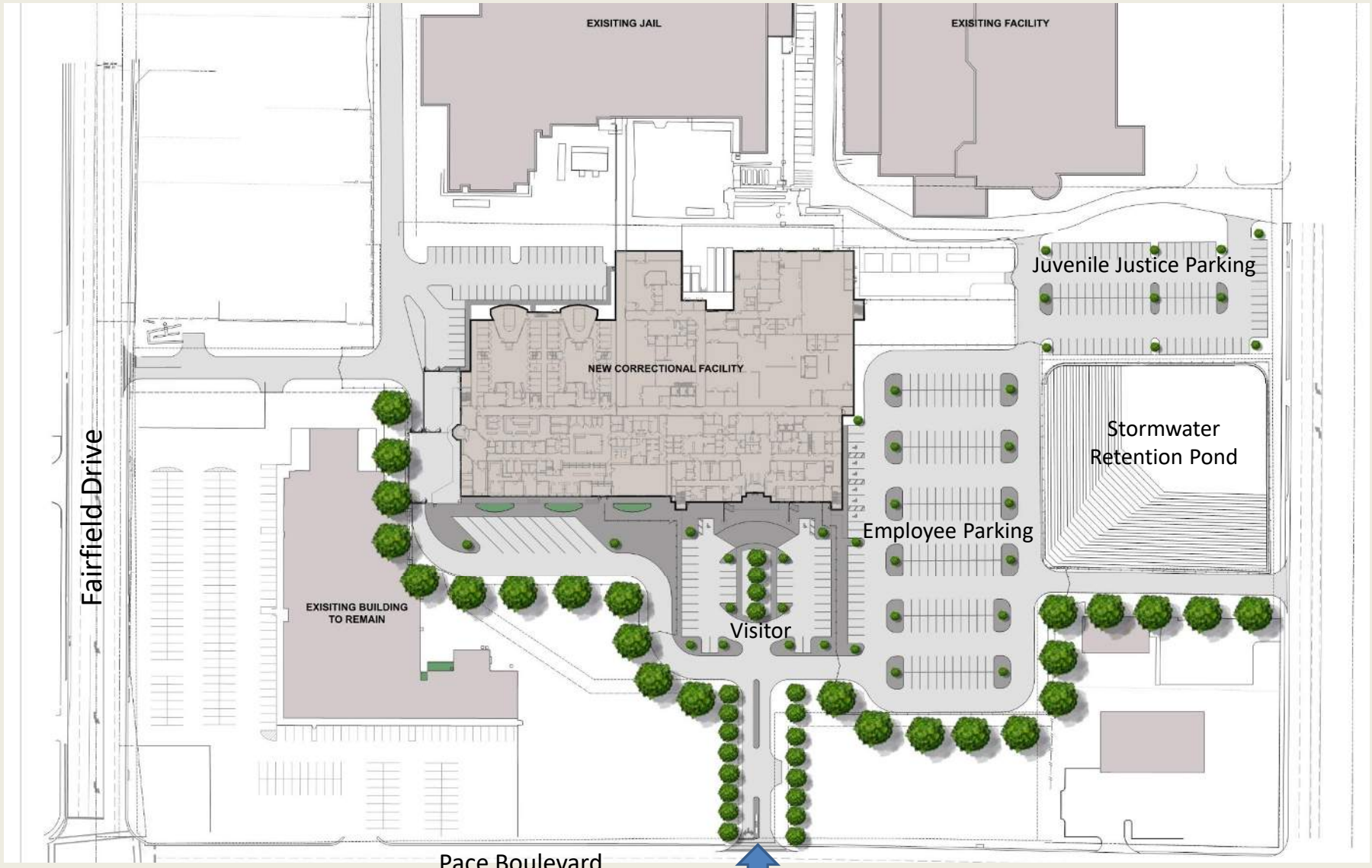
baydesign ARCHITECTURE

V.8 and V.10

Agenda

- Operational/Functional Considerations of proposed designs
- Architectural Character Analysis
- Technical Evaluation Matrix
  - Architectural
  - Engineering
  - Civil
  - Specialty consultants
- DBE Comparison Analysis
- Key Findings
- Alternates - Preferences
- Clarification Questions for the DBE teams
- Value Engineering List Evaluation (Yates/Rosser)

Site Concept Design – *Site Program*

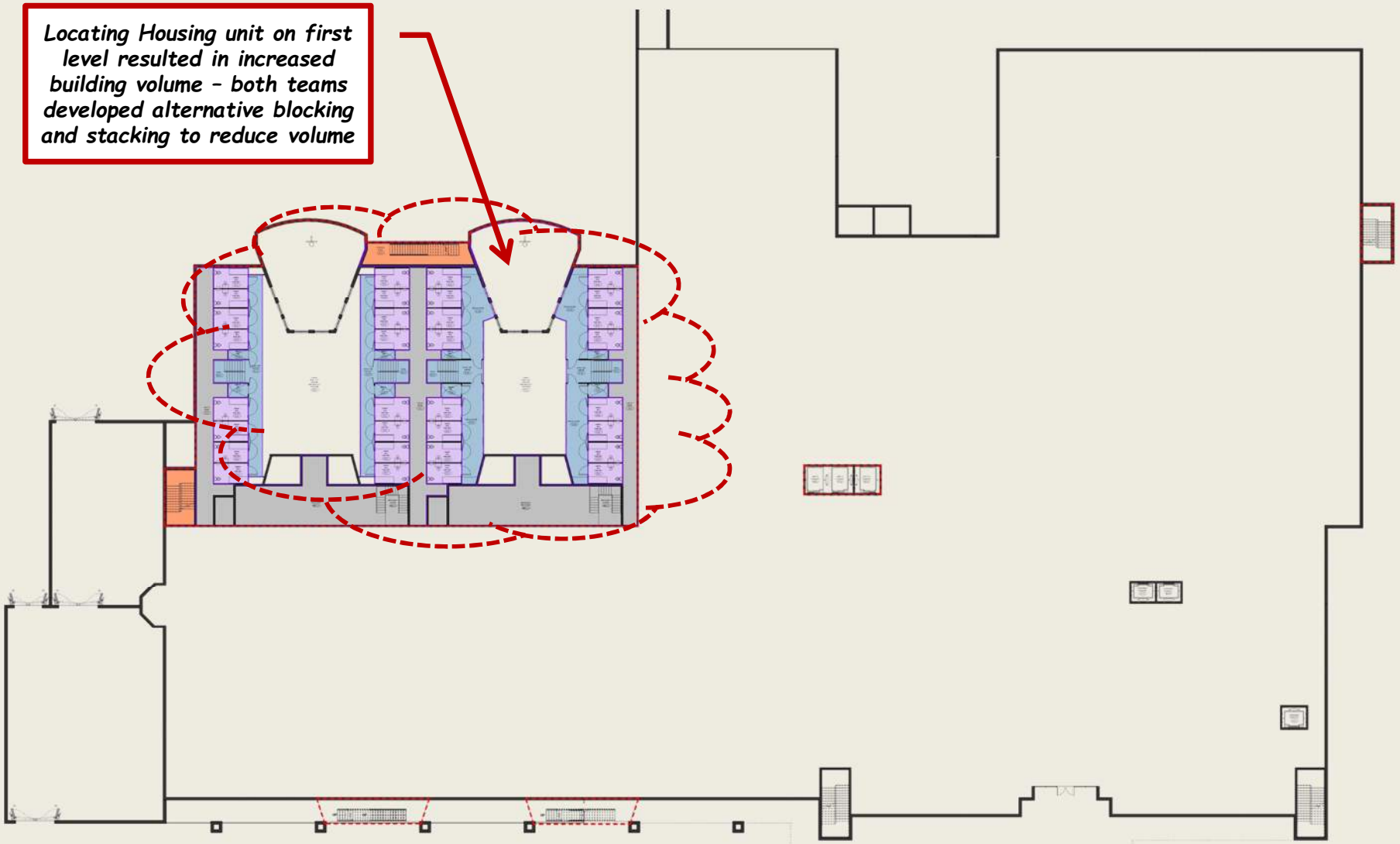


V.8 and V.10

First Floor – Design Criteria

First Floor Mezzanine – Design Criteria

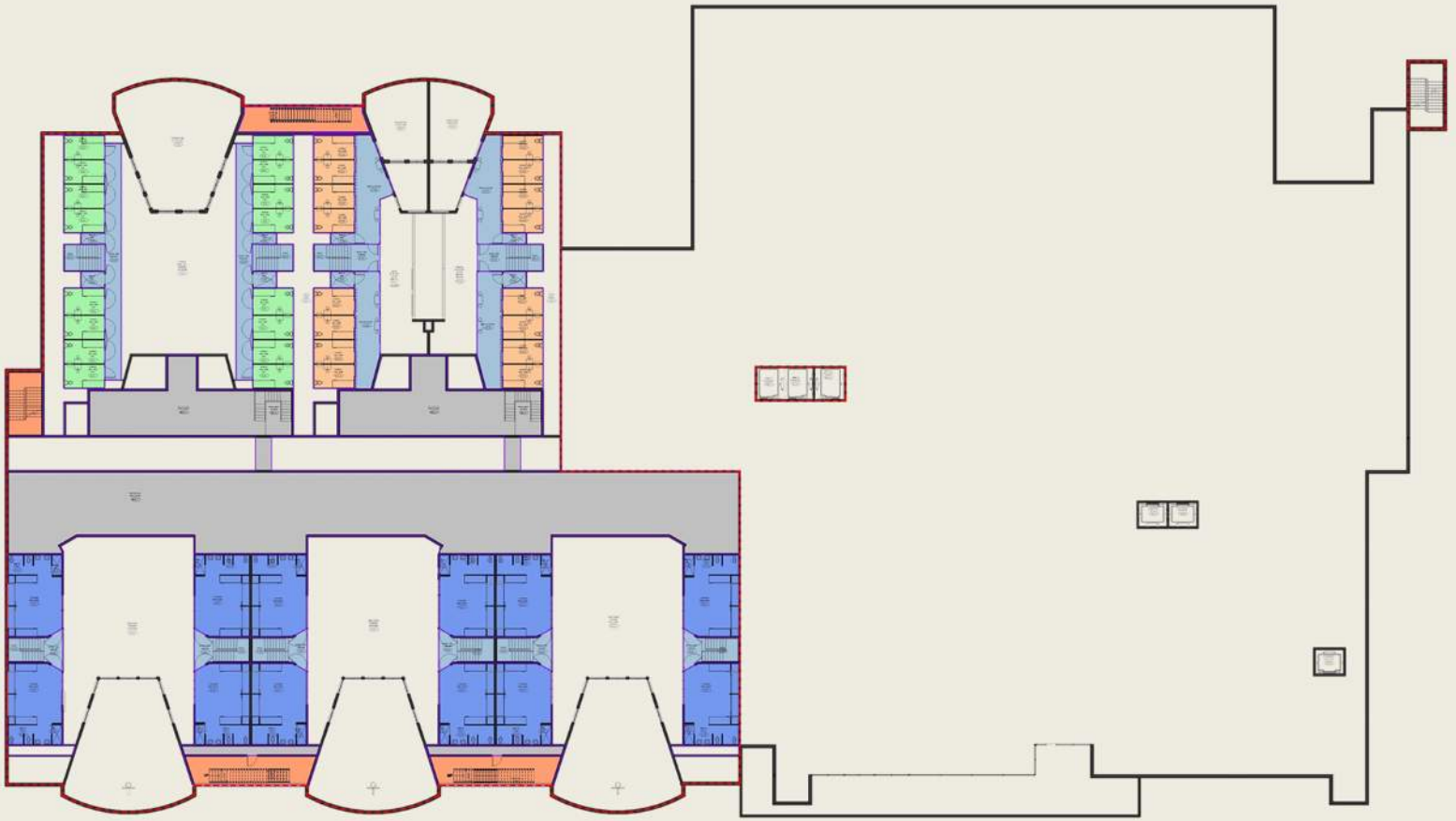
Locating Housing unit on first level resulted in increased building volume – both teams developed alternative blocking and stacking to reduce volume



V.8 and V.10

Second Floor – Design Criteria

Second Floor Mezzanine – Design Criteria

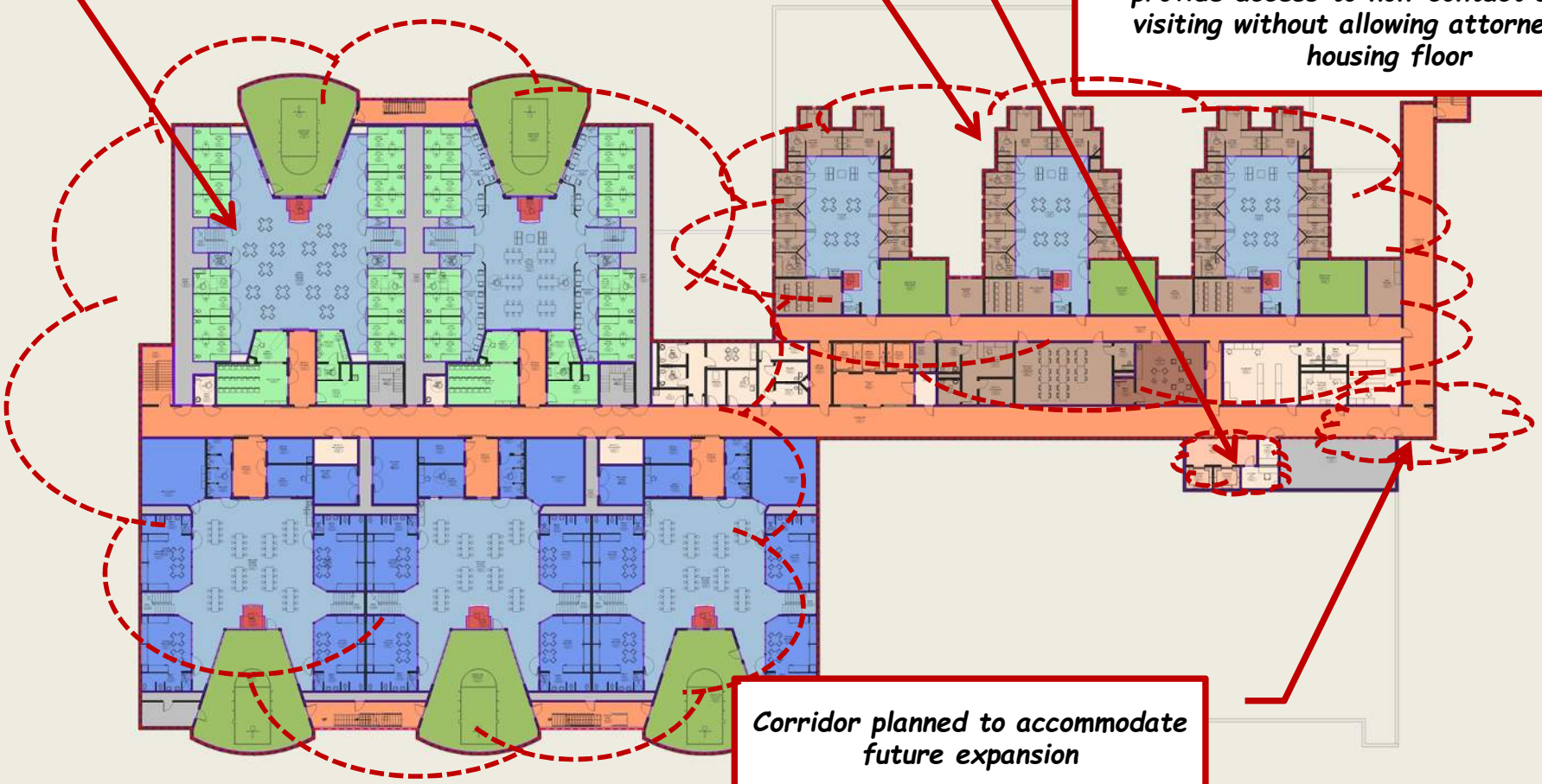


Third Floor – Design Criteria

One level planned to accommodate female population

Segregated unit for Juveniles held as adults with improved quality of environment

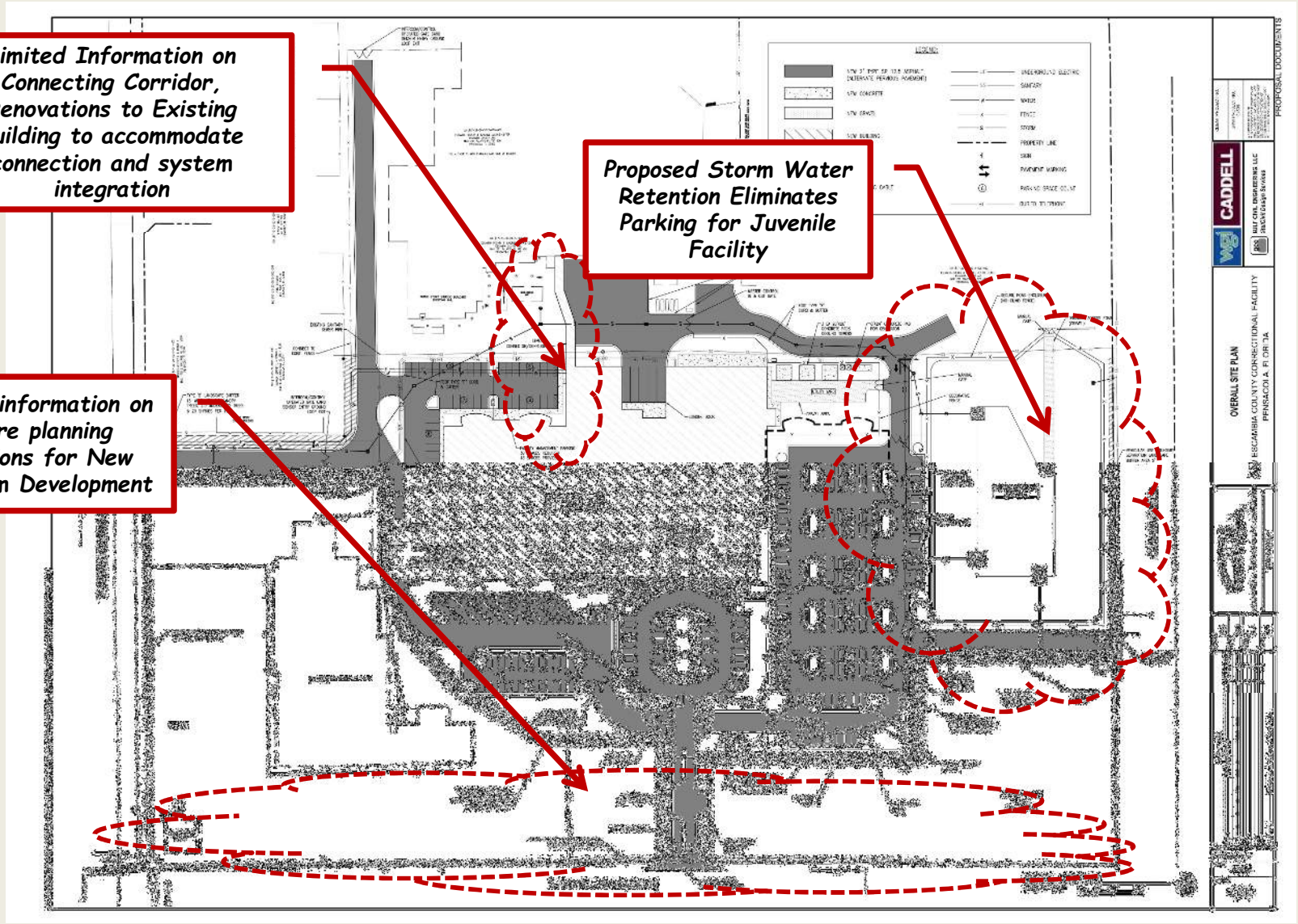
Staff Elevators extended to all floors to provide access to non-contact attorney visiting without allowing attorney's onto housing floor



Corridor planned to accommodate future expansion

CA1

Site Concept – WGI-Caddell

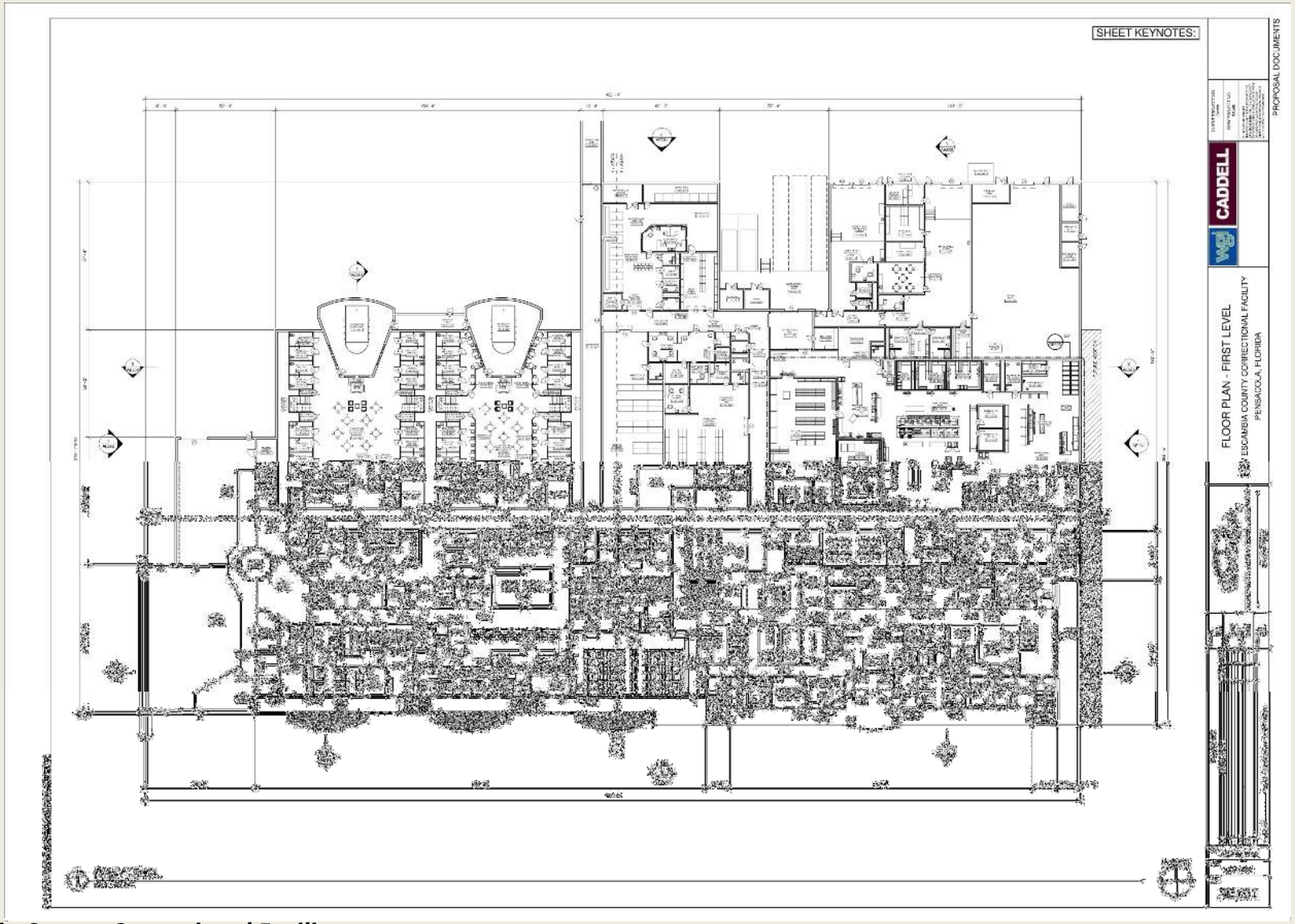


V.8 and V.10

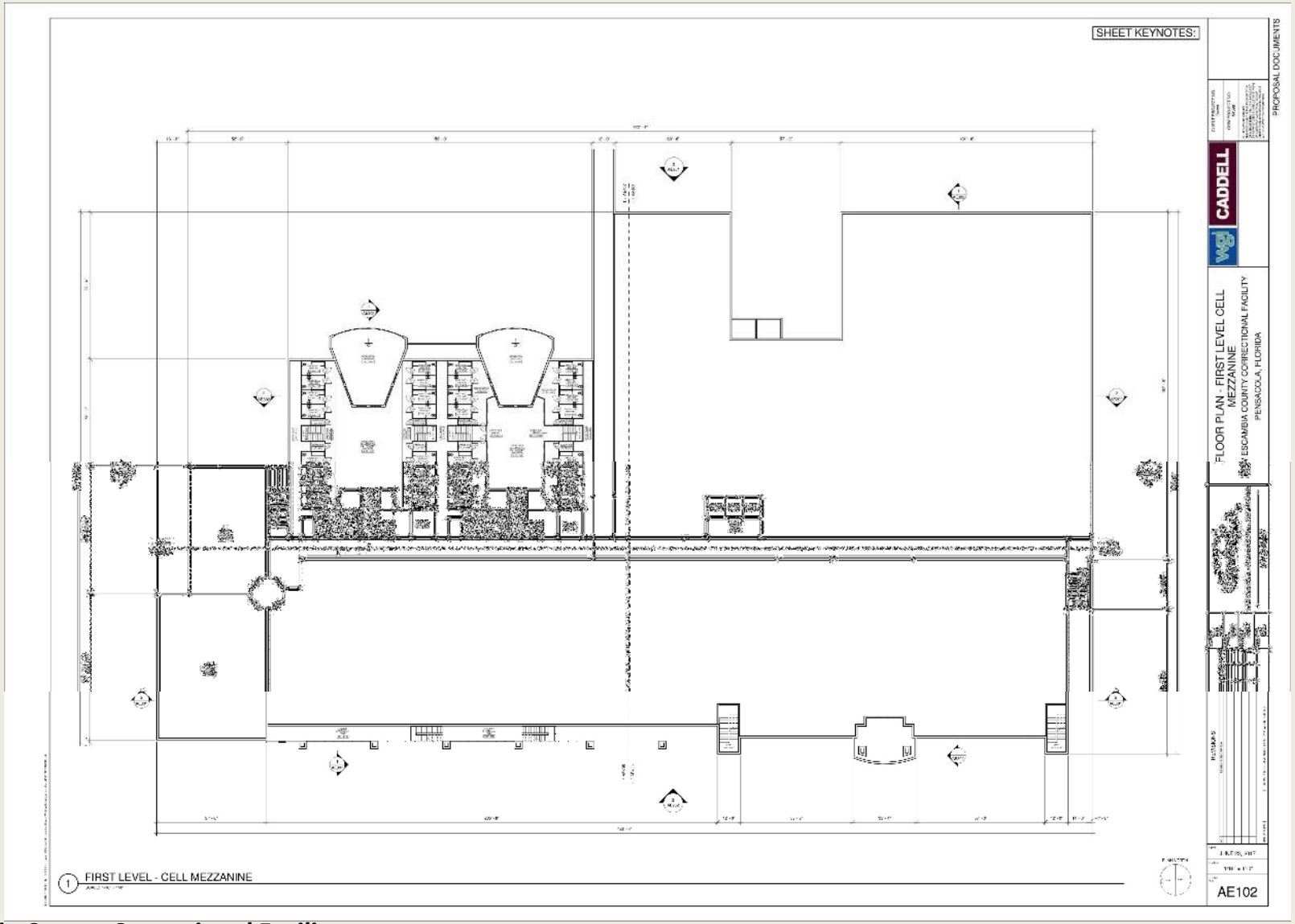
CA1 Cupples, Andrew, 7/18/2017

V.8 and V.10

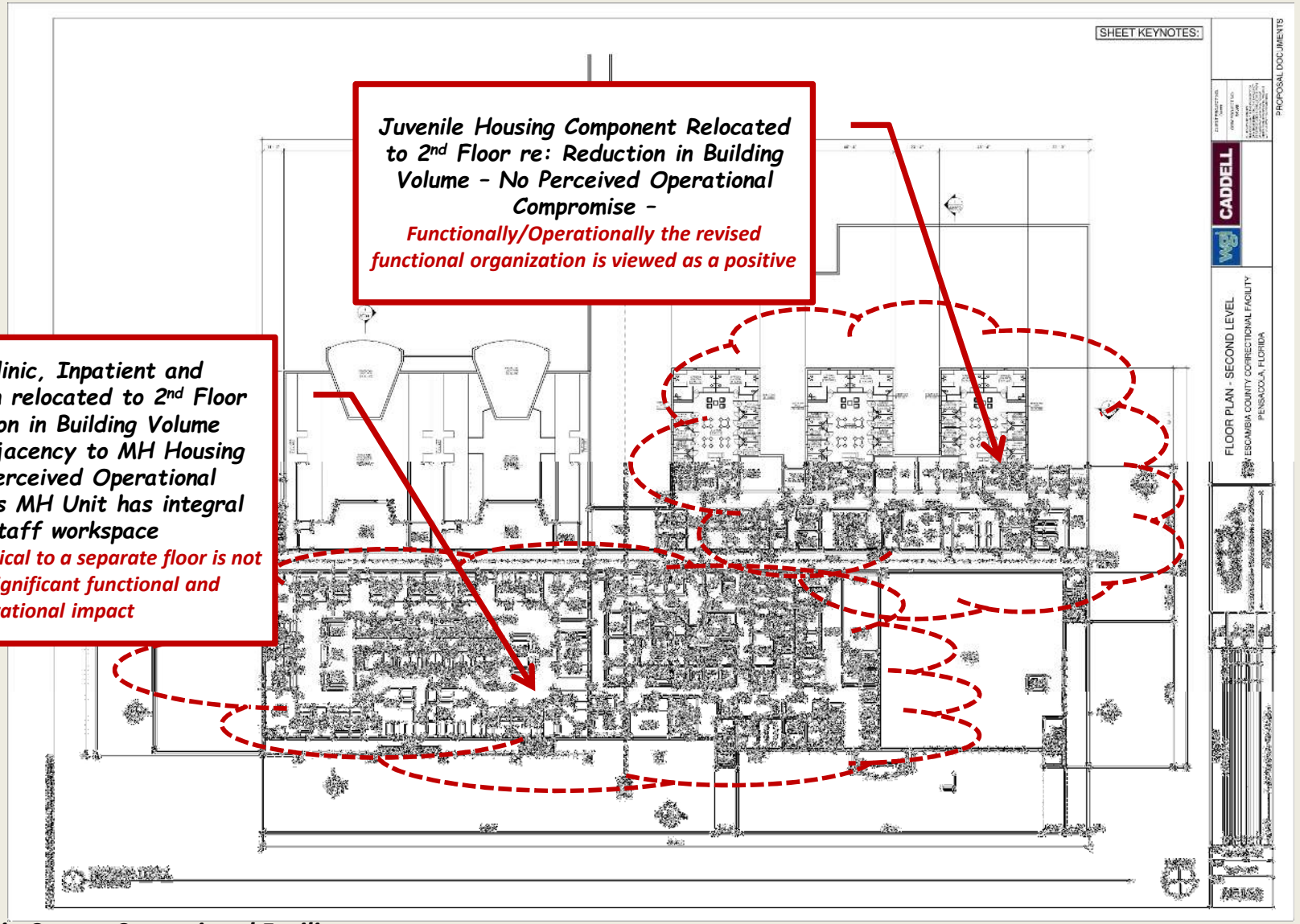
First Level – WGI-Caddell



First Floor Mezzanine - Caddell



Second Floor – WGI-Caddell



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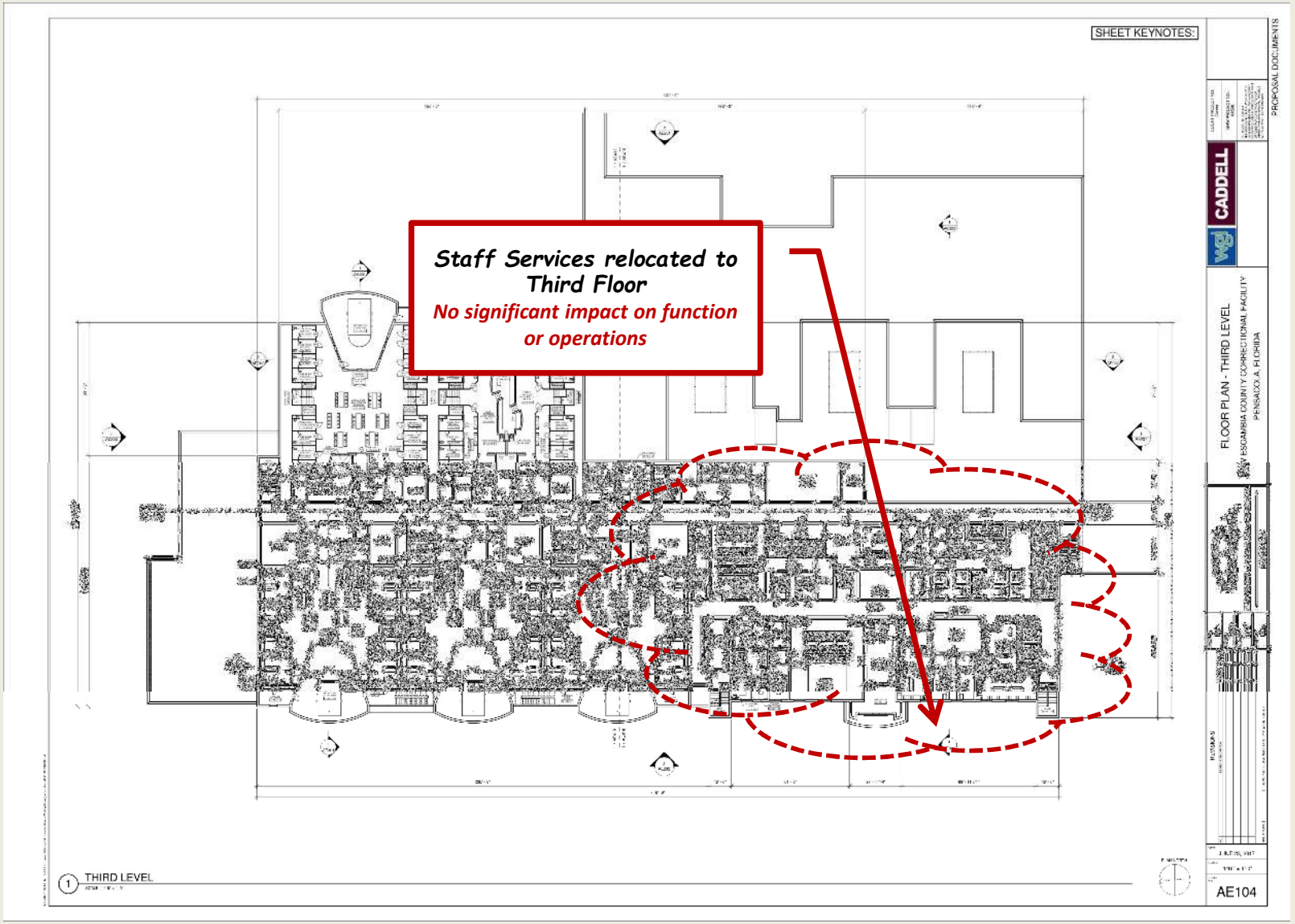
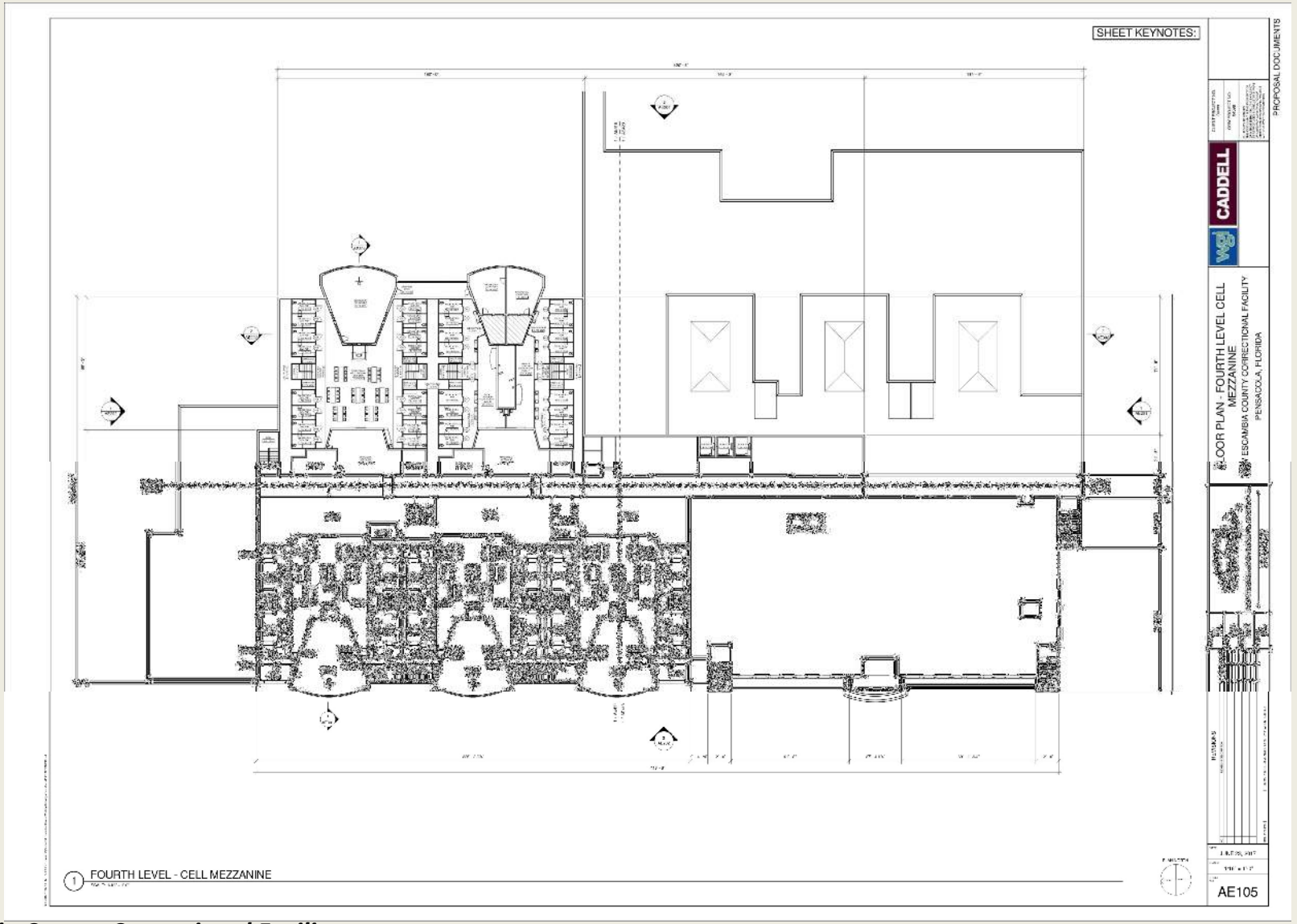
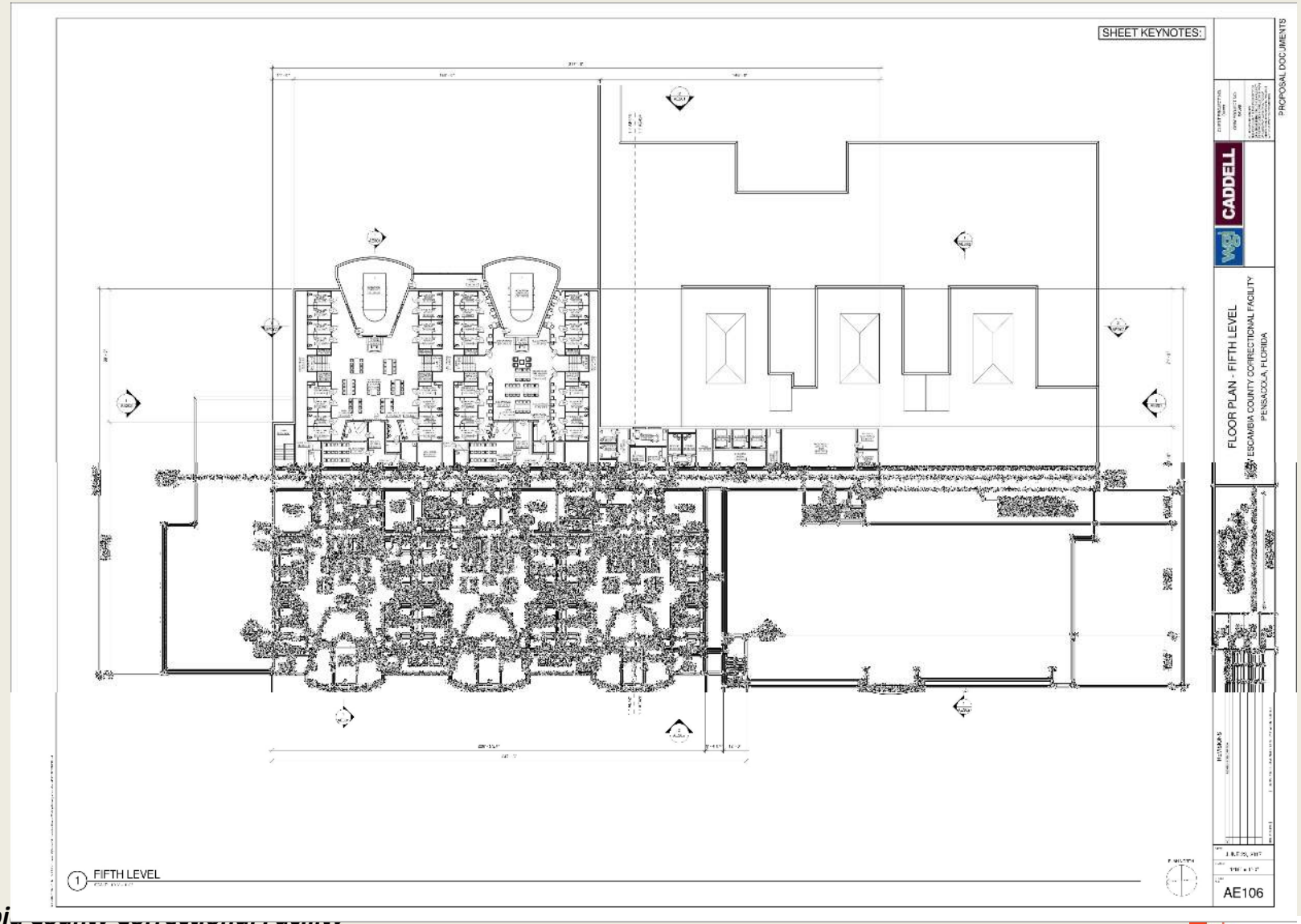
Third Level – WGI-Caddell



Fourth Level – WGI-Caddell

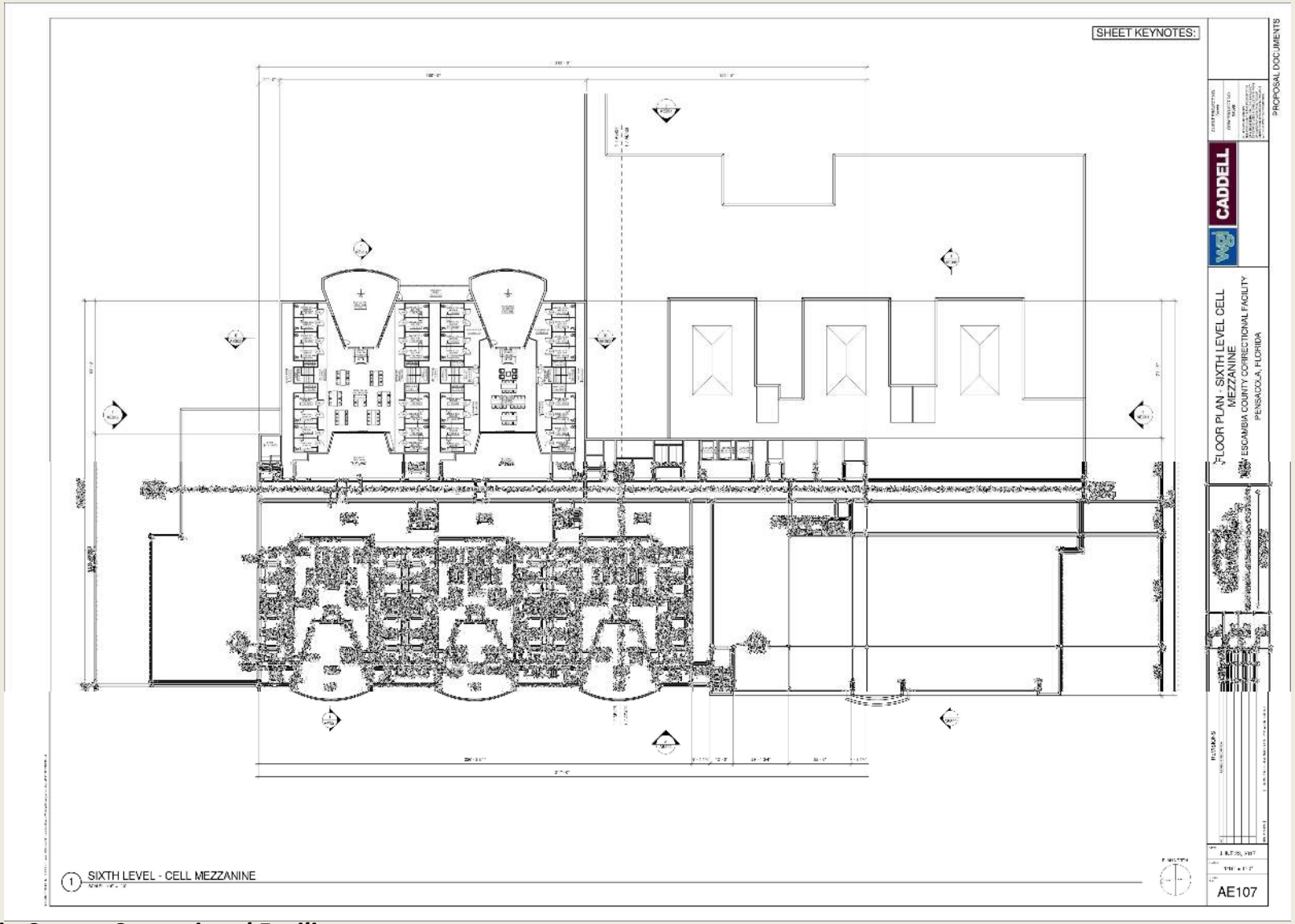


Fifth Level – WGI-Caddell



V.8 and V.10

Sixth Level – WGI-Caddell



Functional/Operational Impact Summary – WGI-Caddell

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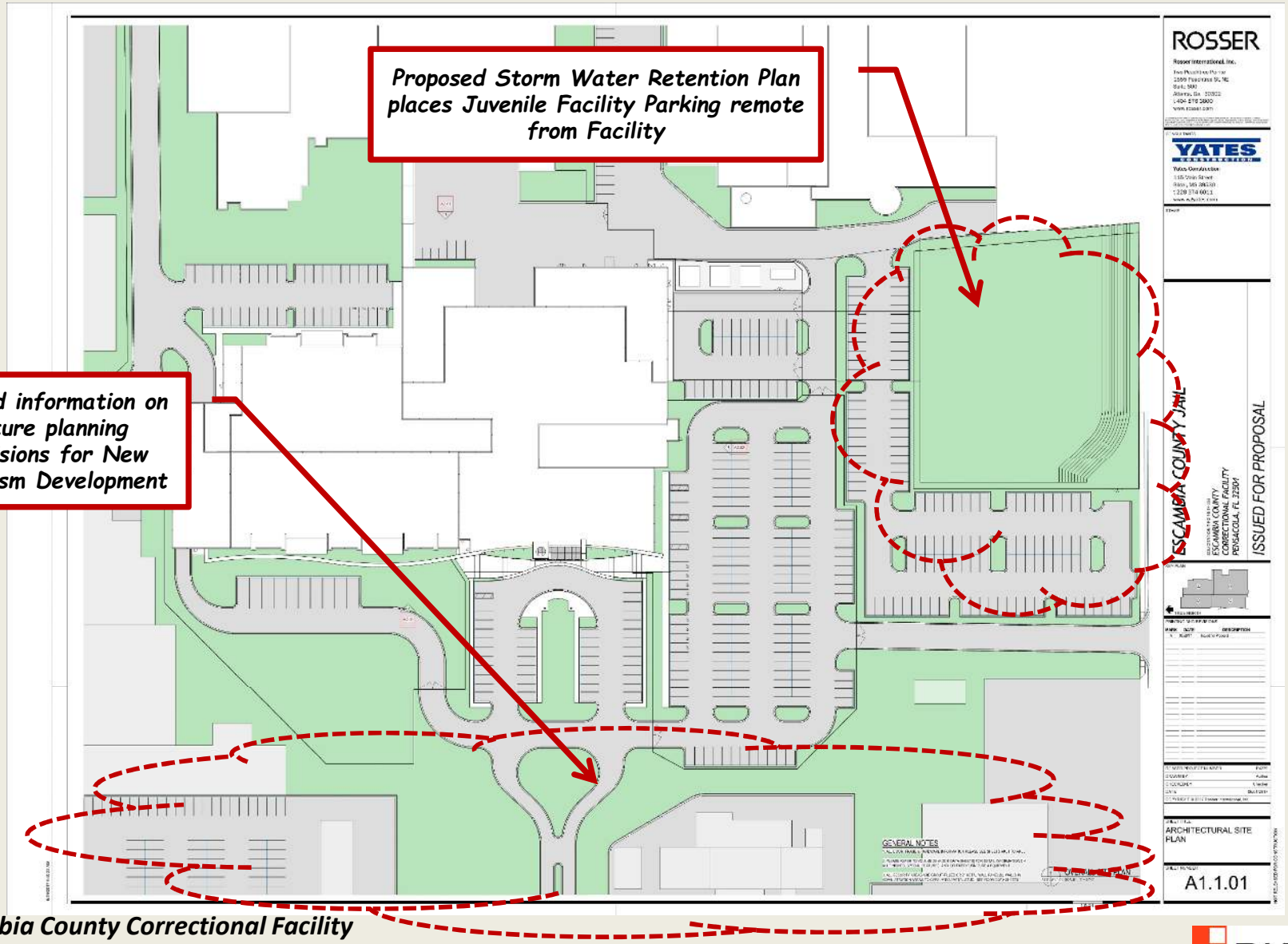
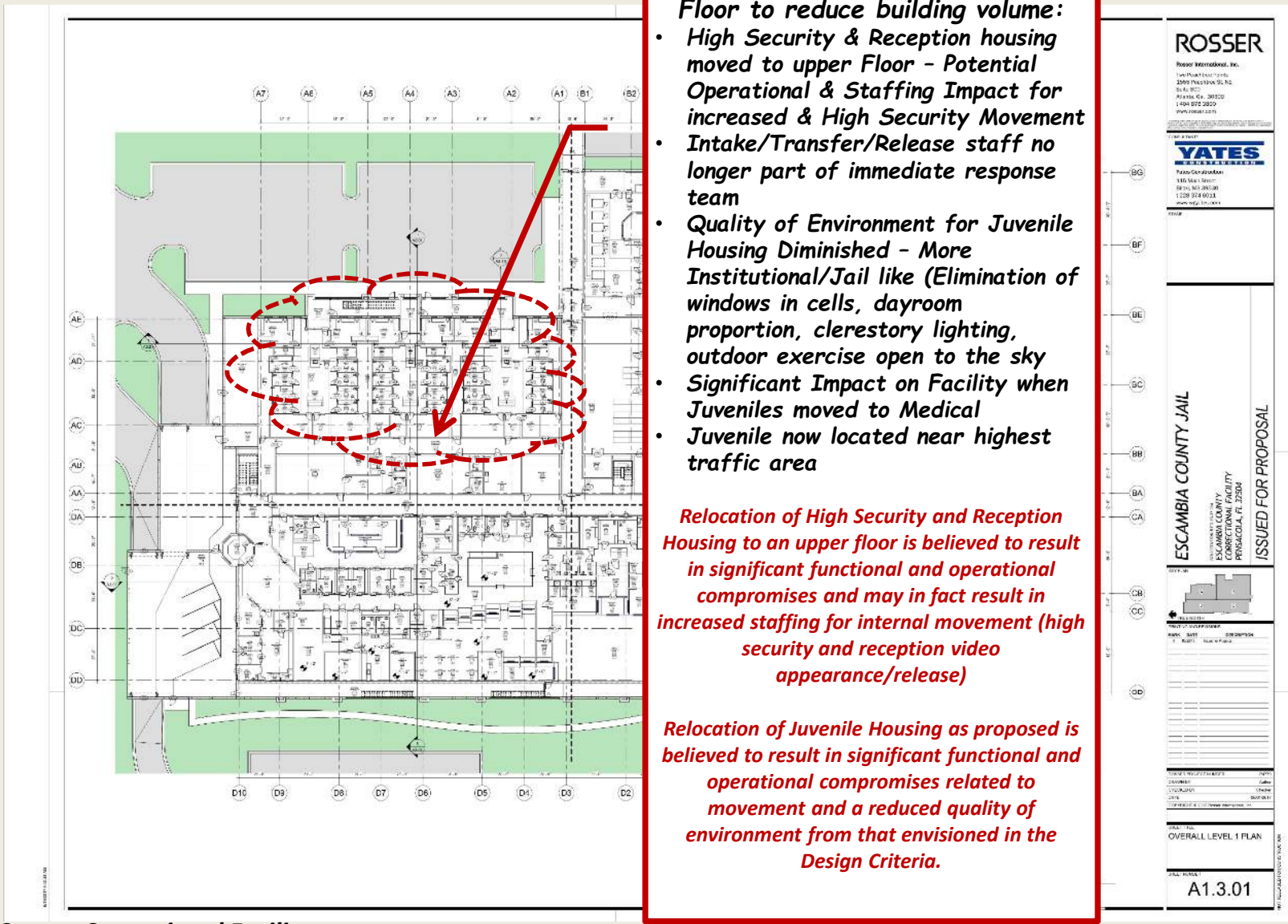


New Escambia County Correctional Facility
Technical Evaluation of Proposals

DLR Group

V.8 and V.10

First Floor – Yates/Rosser



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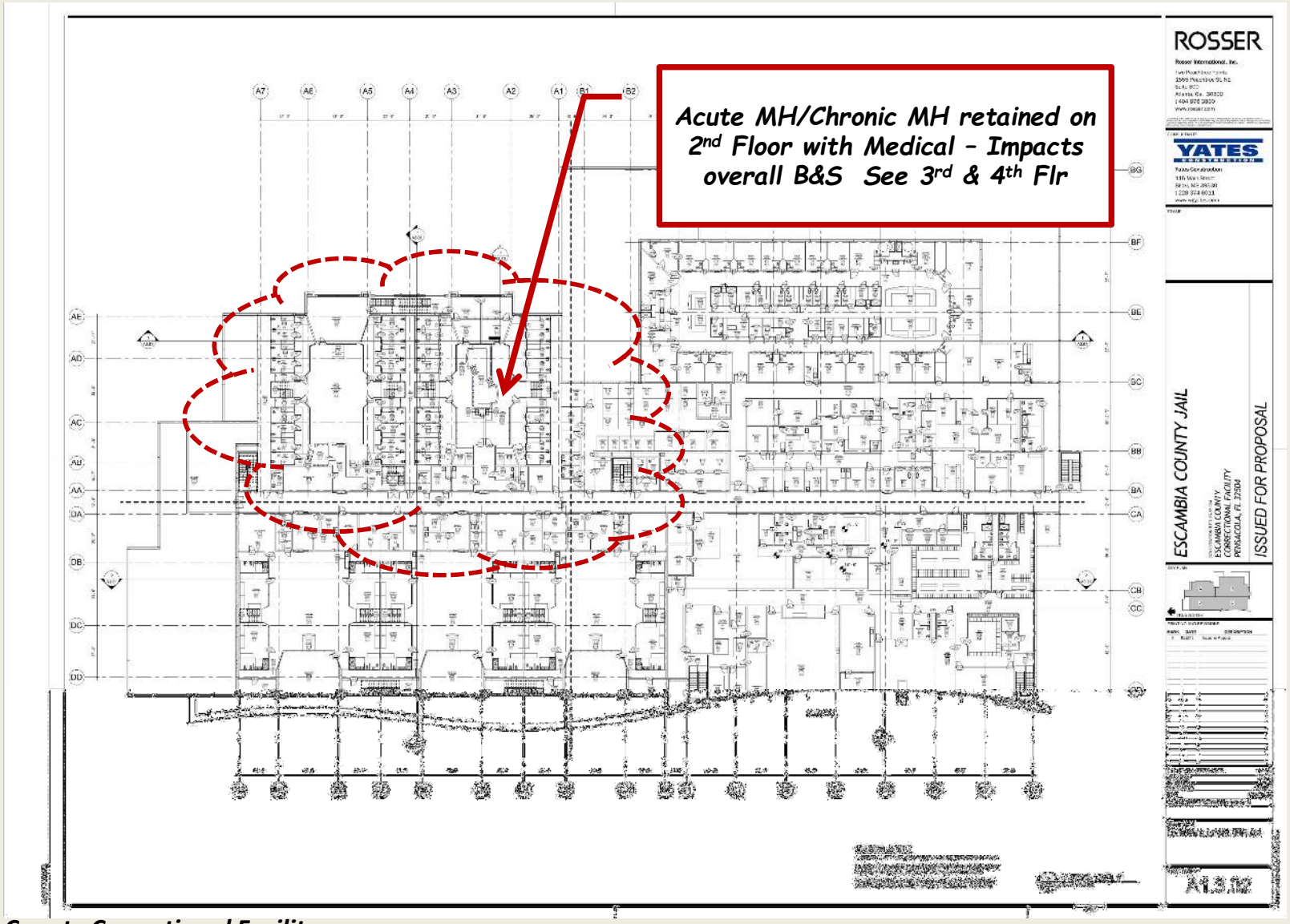
- ***High Security & Reception housing moved to upper Floor – Potential Operational & Staffing Impact for increased & High Security Movement***
- ***Intake/Transfer/Release staff no longer part of immediate response team***
- ***Quality of Environment for Juvenile Housing Diminished – More Institutional/Jail like (Elimination of windows in cells, dayroom proportion, clerestory lighting, outdoor exercise open to the sky***
- ***Significant Impact on Facility when Juveniles moved to Medical***
- ***Juvenile now located near highest traffic area***

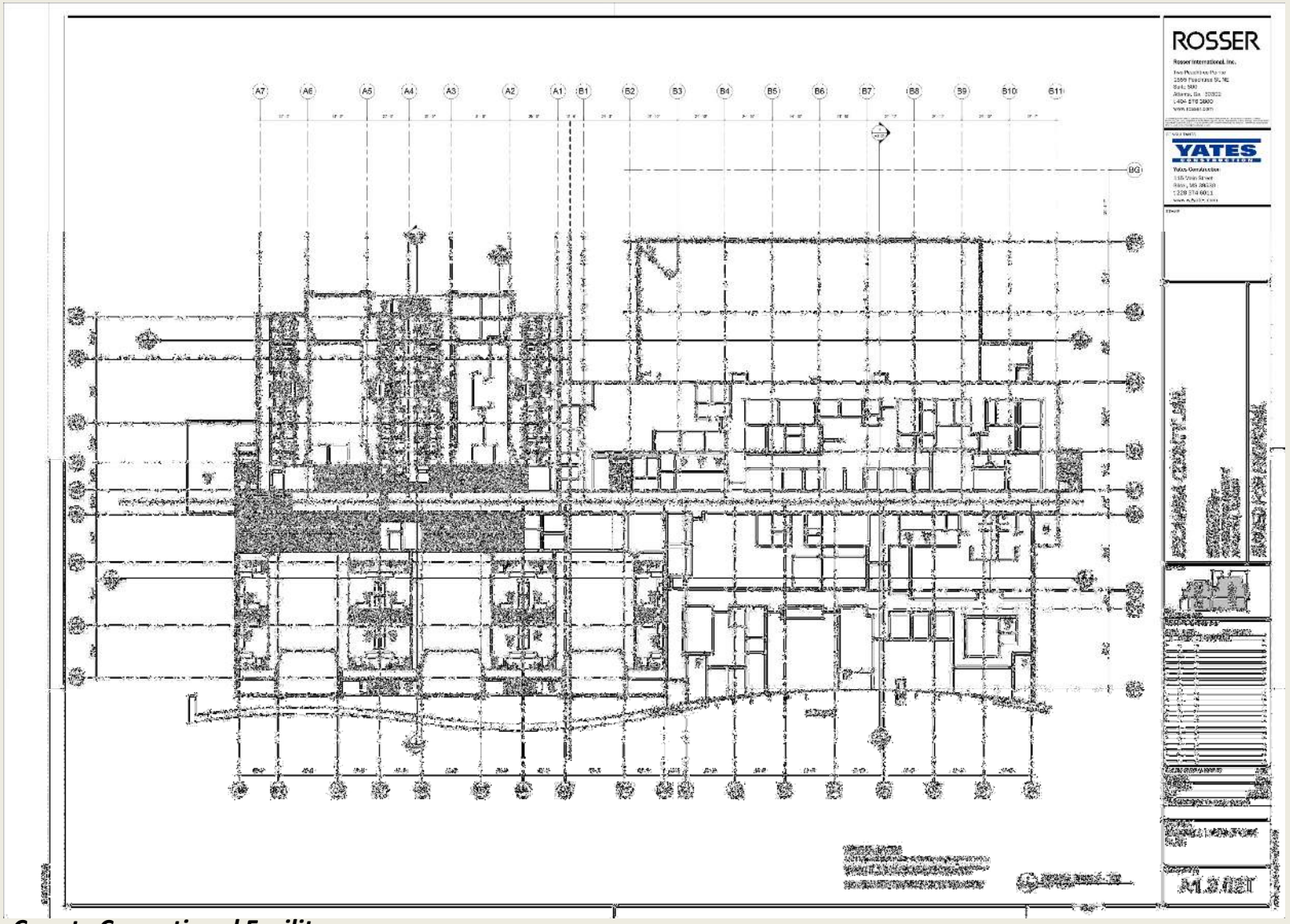
Relocation of High Security and Reception Housing to an upper floor is believed to result in significant functional and operational compromises and may in fact result in increased staffing for internal movement (high security and reception video appearance/release)

Relocation of Juvenile Housing as proposed is believed to result in significant functional and operational compromises related to movement and a reduced quality of environment from that envisioned in the Design Criteria.

Second Floor – Yates/Rosser



Second Floor Mezzanine – Yates/Rosser



V.8 and V.10

Third Floor – Yates/Rosser

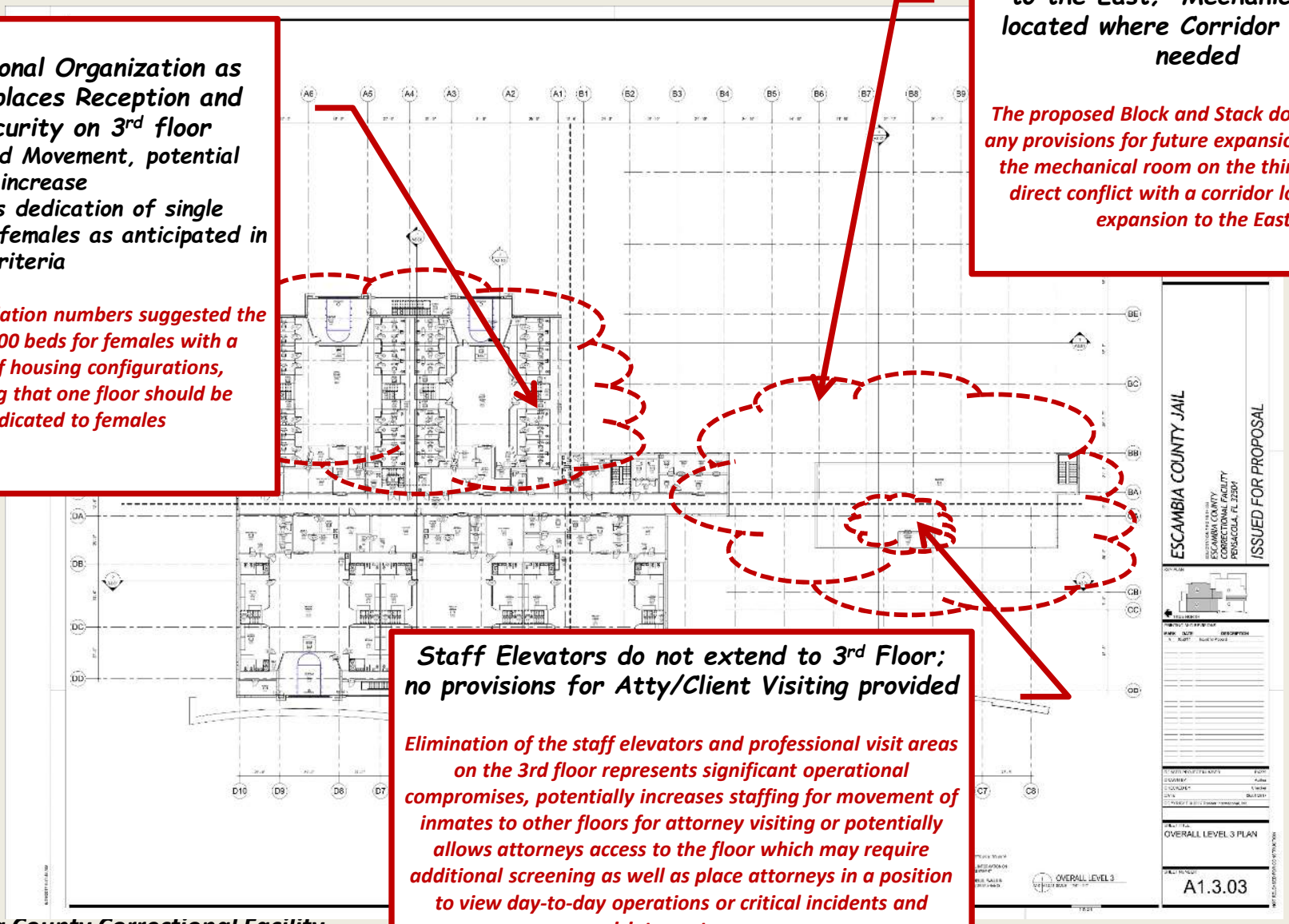
B&S/Functional Organization as presented places Reception and High-Security on 3rd floor

- Increased Movement, potential staffing increase
- Precludes dedication of single floor to females as anticipated in Design Criteria

Current population numbers suggested the need for 300 beds for females with a variety of housing configurations, suggesting that one floor should be dedicated to females

No provisions for future Expansion to the East; Mechanical Room located where Corridor would be needed

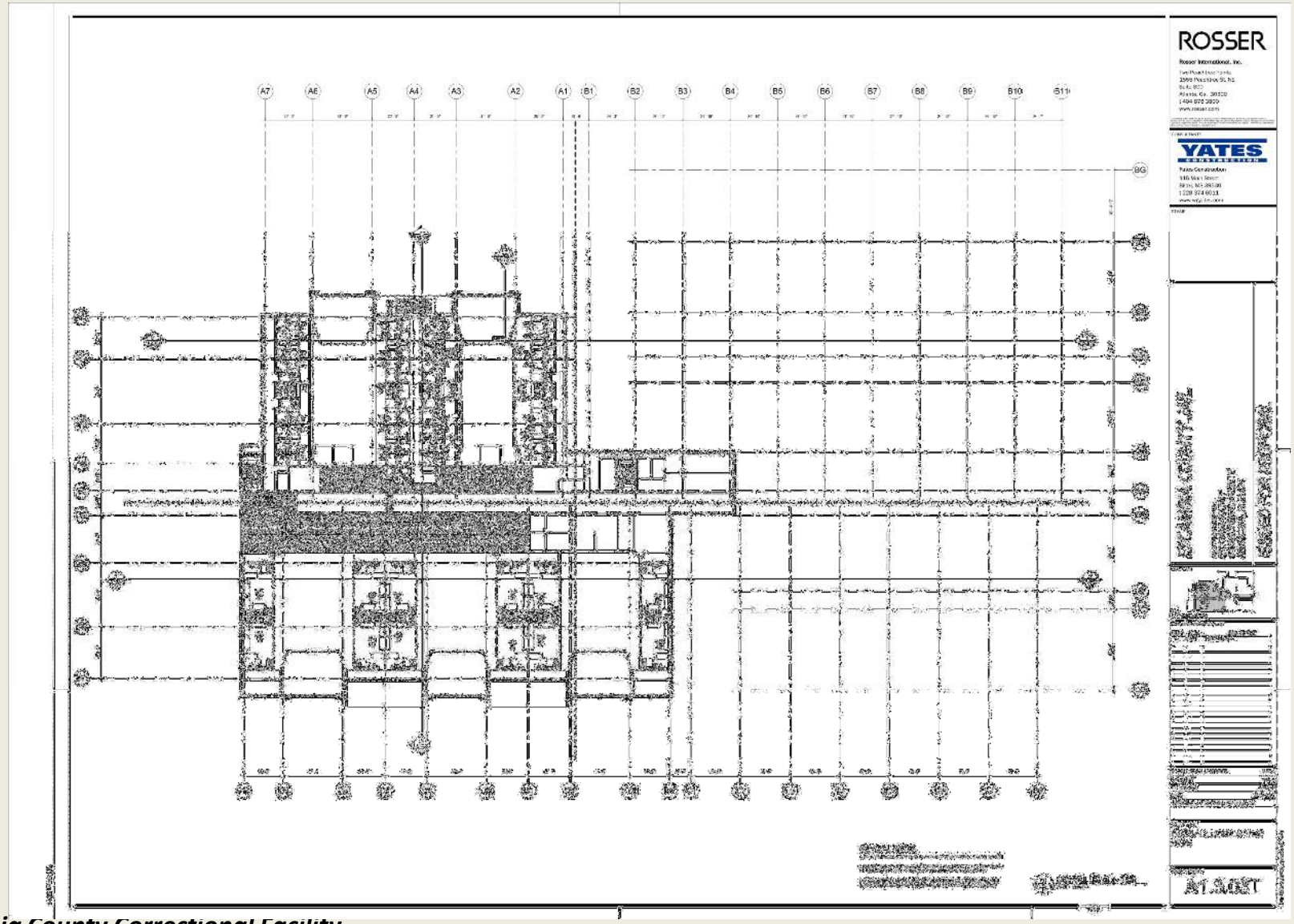
The proposed Block and Stack does not make any provisions for future expansion and in fact the mechanical room on the third floor is in direct conflict with a corridor location for expansion to the East.



Staff Elevators do not extend to 3rd Floor; no provisions for Atty/Client Visiting provided

Elimination of the staff elevators and professional visit areas on the 3rd floor represents significant operational compromises, potentially increases staffing for movement of inmates to other floors for attorney visiting or potentially allows attorneys access to the floor which may require additional screening as well as place attorneys in a position to view day-to-day operations or critical incidents and misinterpret same;

Third Floor Mezzanine – Yates/Rosser



V.8 and V.10

Fourth Floor – Yates/Rosser

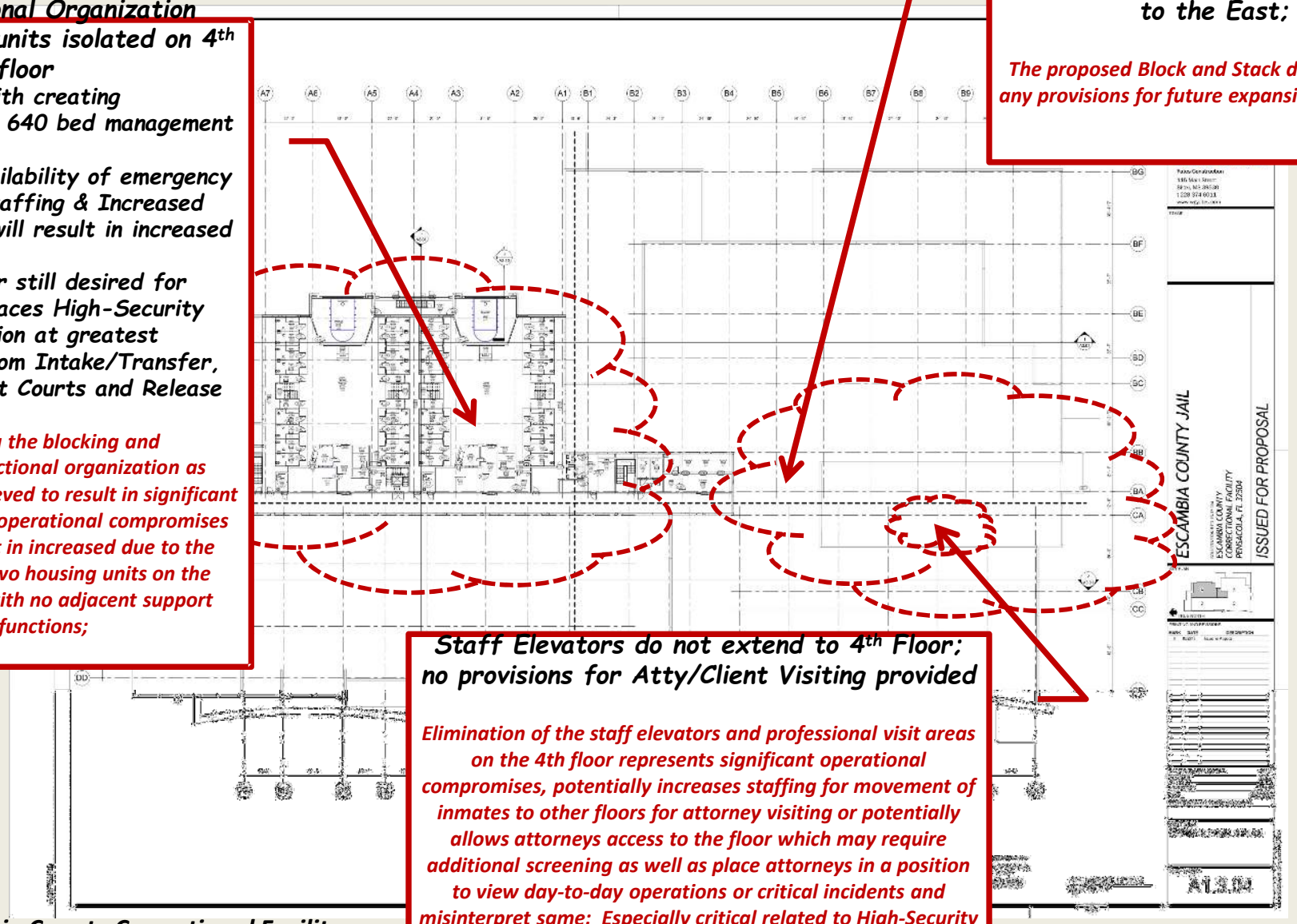
B&S/Functional Organization Results in two units isolated on 4th floor

- *Conflicts with creating 320/future 640 bed management units*
- *Limited availability of emergency response staffing & Increased movement will result in increased staffing;*
- *If one floor still desired for females, places High-Security and Reception at greatest distance from Intake/Transfer, Arraignment Courts and Release*

Revising the blocking and stacking/functional organization as proposed is believed to result in significant functional and operational compromises and will result in increased due to the isolation of two housing units on the fourth level with no adjacent support functions;

No provisions for future Expansion to the East;

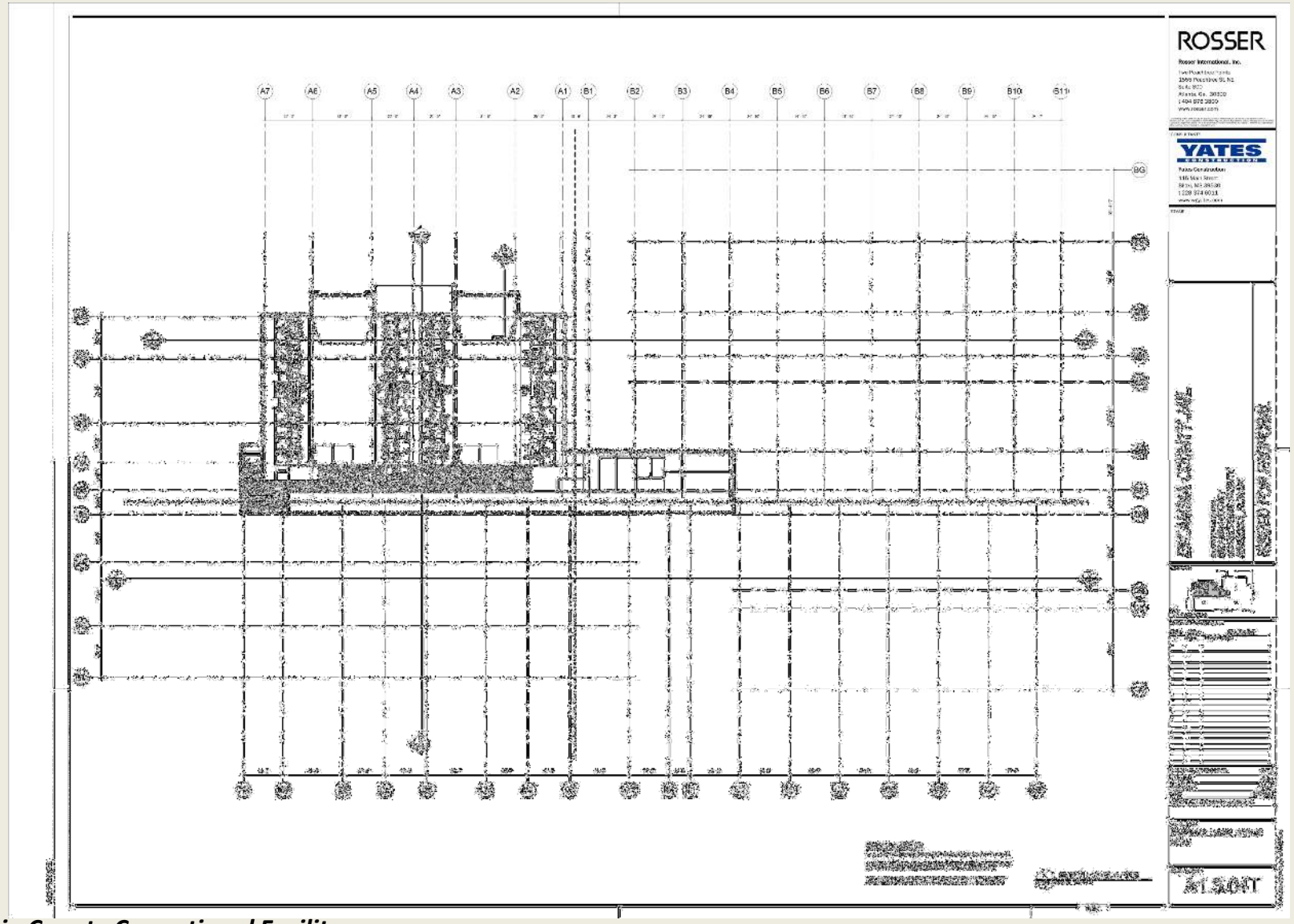
The proposed Block and Stack does not make any provisions for future expansion to the East.



Staff Elevators do not extend to 4th Floor; no provisions for Atty/Client Visiting provided

Elimination of the staff elevators and professional visit areas on the 4th floor represents significant operational compromises, potentially increases staffing for movement of inmates to other floors for attorney visiting or potentially allows attorneys access to the floor which may require additional screening as well as place attorneys in a position to view day-to-day operations or critical incidents and misinterpret same; Especially critical related to High-Security & Reception Housing if provided on 4th floor;

Fourth Floor Mezzanine – Yates/Rosser



Functional/Operational Impact Summary – Yates/Rosser

The proposed block and stack/functional organization revisions proposed by the Yates/Rosser Team appears to have significant functional, operational and staffing impacts which are in conflict with the Design Criteria and would result in increased long-term costs to Escambia County for staffing and operations.

Architectural Character of Proposed Design – WGI-Caddell

- Metal Panel system as exterior finish (Gray)
- Panels are internally insulated (continuous)
- Backed up by structural precast panel
- Metal panels may have other color selections provided by manufacturer.

Architectural Character of Proposed Design – Yates/Rosser

- Precast Concrete Panel as Exterior Finish (Gray)
- Panels are internally insulated (continuous)
- Panels form the secure barrier for building
- VE suggests removing all exterior reveals and some glazing systems.

Technical Scoring

	EVALUATION FACTORS	Maximum Points
I.	Compliance with the Design Criteria Document (refer to section 302.A, 302.B.4-6)	50
II.	Proposed Design Approach (refer to section 302.B.1-3)	40
III.	Project Management Plan (refer to section 302.C)	30
IV.	Design/Construction Schedule (refer to section 302.D)	30
V.	Life-Cycle Costs over 30 Years (refer to section 302.B.9)	20
VI.	Best Value (Determined by BOCC)	50
VII.	Interviews with the Board of County Commissioners (Determined by the BOCC)	100
	Total Maximum	320

New Escambia County Correctional Facility - Technical Evaluation Matrix

Eval. Factors	Proposal Contents	Scoring	Teams			
		Maximum Points	Whitsell-Green/Caddell Joint Venture	Points	Yates & Rosser/Bullock Tice Associates	Points
	3.01 General Proposal Submission					
	1. Document 00 4200 (Proposal Form)	required	p 26, sealed envelope	provided	p 6 - 31, sealed envelope	provided
	2. Proposal Security (Document 00 4316)	required	p 28	provided	p 33 - 35	provided
	3. Document 00 4330 (Subcontractors List)	required	p 32 - 41	provided	p 36 - 45	provided
	4. Document 00 4516	required	p 43 - 44	provided	p 47 - 48	provided
	5. Document 00 4520	required	p 46 - 48	provided	p 50 - 53	provided
	6. Letter from Surety	required	p 50 - 52	provided	p 55 - 60	provided
	7. Letter from Insurer	required	p 54	provided	p 62 - 81	provided
	8. Material Changes List	required	p 56	provided	p 82	provided
	3.02 Technical Proposal Submission					
I.	A. Proposed Staffing and Designated Contractors	50	p 60 - 62	39	p 84 - 85	32
	B. Proposed Design and Design Approach					
I.	B. 4 - 6					
	4a. Site Plan		C-100		C2.00 - C2.02, A1.1.01	
	4b. Conceptual Floor plans		AE101 - AE107, AE401 - AE428		A1.3.01 - A1.3.0.48	
	4c. Existing areas of renovation		not found		A-1	
	4d. Enlarged Cell Plans		AE430 - AE431		A4.02	
	4e. Enlarged Food Service Area		AE429		A4.01	
	4f. Building Elevations		AE201 - AE202		A2.01 - A2.02	
	4g. Building Sections		AE301 - AE303		A3.01 - A3.10	
	4h. Exterior Renderings		AE905 - AE906		Cover, A2.03	
	5. Technical Approach Plans for the ECCF		p 65 - 154		p 112 - 152	
	6. On- and Off-Site Civil Utilities Systems				p 153 - 174, 310 - 438	
	7. Conceptual Grading Plan		C-103		C3.00 - C3.02	
	B. Proposed Design and Design Approach	40	p 65 - 200	31	p 86 - 111	22
II.	B. 1 - General					
II.	B. 2 - Building Program Report		p 155 - 200		p 236 - 262	
II.	B. 3 - Additions to Criteria Specs					
V.	B. 9 - Life-Cycle Costs	20	p 201- 350	15	p 115 - 124, 264 - 308	10
III.	C. Draft Project Management Plan	30	p 352 - 387	20	p 176 - 201	20
IV.	D. Design/Construction Schedule	30	p 390 - 396	25	p 202 - 212	22
	E. Potential DBE-Provided Builder's Risk Insurance	required	p 398 - 399	provided	p 213 - 233	provided
	Technical Sub-Total	170		130		106

New Escambia County Correctional Facility
Technical Evaluation of Proposals

DLR Group

V.8 and V.10

DBE Comparison

Poor	Non-responsive to DCP
Fair	Meets DCP requirements
Good	Exceeds DCP requirements

Discipline	Whitsell-Green/Caddell Joint Venture	Yates & Rosser/Bullock Tice Associates	Comments
Civil/Site solution	Poor	Good	Yates provided detailed Civil design and landscape plan. WGI eliminated juvenile parking and lacked water quality requirements.
Architectural Program Compliance	Good	Good	Both team's programs were in full compliance.
Project Approach	Fair	Fair	Both teams had incorrect start dates in schedule. Use different software than noted in DCP for CA. WGI, lacking details about use of minority subcontractors. Neither were clear on steps taken after award and the time necessary to possibly revise the schemes.
Operational Intent	Good	Poor	Yates placement of Juvenile is deficient, vertical movement of high security is not desired and may result in increased staffing. Future expansion is impacted based on mechanical room location.
Architectural Image/ Civic Presence	Fair	Fair	Lacking in civic presence and addressing new urbanism goals. Yates scheme eliminated windows in intake, use of concrete and small windows resembles existing facility.
Existing Building Connection	Poor	Good	WG/Caddell missing the connection corridor in the drawings.
Structural systems	Fair	Fair	Caddell utilizes heavier precast concrete structure and did not provide framing drawings.
Mechanical Drawings	Good	Fair	Yates calculatons were off by 50% in loads, used wrong weather, code, financial info, etc.
Plumbing	Good	Good	No significant issues noted.
Fire Protection	Fair	Good	While accurate, WGI provided very little information compared to Yates.
Electrical	Good	Fair	Yates - No reference to lightning protection systems
Communications	Good	Good	No significant issues noted.
Sustainabillity	Good	Poor	WG/Caddell provided a LEED Checklist and very detailed approach to LEED. Yates had no sustainability information.
Food Service	Fair	Fair	Very brief, did not list food service equipment manufacturers.
Electronic Security	Good	Good	No significant issues noted.
Life Cycle Cost Analysis	Good	Poor	Yates calculatons were off by 50% in loads, used wrong weather, code, financial info, etc.
Detention hardware, glazing, doors & frames	Fair	Poor	A copy and paste from DCP documents. No original information provided.

Alternates - Preferences

1.02 SCHEDULE OF ALTERNATES

1. A. Alternate No. 1 - Full Emergency Power:
1. DBE team to provide the cost to upgrade the emergency power system to include the ability to provide full power for the facility in the event of a prolonged power outage. The proposed cost should include both anticipated design and construction costs related to the additional equipment required, including the cost of generator(s) and fuel tanks, switch gear, panels, electrical wiring, etc.

3. B. Alternate No. 2 - Domestic Hot Water, Chilled Water, and Heating Hot Water for Existing Jail:
1. DBE team to provide the cost to design and construct a system to provide domestic hot water, chilled water, and heating hot water to the existing jail from the proposed new central energy plant in the new jail facility. The County wishes to use chilled water from the new jail as the primary source for the existing jail leaving the existing multi-facility shared chilled water as a secondary source. Additionally, this alternate includes demolishing domestic hot water and heating hot water generating equipment in the existing jail and providing these services from equipment in the proposed new central energy plant.

2. C. Alternate No. 3 - Inmate Plumbing Control System:
1. DBE team to provide the cost to install an inmate plumbing control system for all inmate toilets and showers located in all inmate housing units. This does not apply to inmate cells located in Medical areas or holding cells located outside of inmate housing units. The plumbing control system willinclude electronic controllers, pressure activated sensors at each fixture, and electronic valves. The system will also include a computer with appropriate software to administer the entire plumbing control system. The computer will be located in Central Control.

D. Alternate No. 4 - Manual Slider Doors:
1. DBE team to provide cost of changing inmate cell swing door to horizontal manual slider doors. This cost would include the deduction of the swing door and hardware. The slider doors would be remotely unlocked and manually closed by local staff. The decision to use these doors would be made in the design phase and would already include removal costs of the swing door. Provide cost per door.

E. Alternate No. 5 - Fully Operable Slider Doors
1. DBE team to provide cost of changing inmate cell swing door to fully operable horizontal slider doors. This cost would include the deduction of the swinging door and hardware. The slider doors would be remotely unlocked and closeable from the remote location with no action by local staff. The decision to use these doors would be made in the design phase and would already include removal costs of the swing door. Provide cost per door.

5. F. Alternate No. 6 - Detention Glazing Change
1. Currently, the design involves a combination of laminated polycarbonate and glass clad polycarbonate. DBE team to provide cost of providing Glass Clad polycarbonate for all required detention glazing.

G. Alternate No. 7 - Cisco Video Switch
1. The owner has a preference for Cisco switches. DBE team to provide cost of providing Cisco Switches. If the base cost has alternate switch manufacturers proposed, then this alternate would remove costs for the special training required to certify IT staff in the non-Cisco switches.

H. Alternate No. 8 - Axis Cameras
1. DBE team to provide cost of providing Axis cameras.

I. Alternate No. 9 - Exacq Vision VMS
1. DBE team to provide cost of providing expansion of existing Video Management Software by Exacq Vision.

J. Alternate No. 10 - Not used

K. Alternate No. 11 - Pervious Concrete Paving
1. DBE team to provide cost of using water pervious paving within designated parking areas on the site.

L. Alternate No. 12 - Sewage Grinder
1. DBE team to provide cost of including a sewage grinder for the entire new facility sanitary outflow. Include costs for associated to provide controls, electrical power and conduit. Refer to site plans for proposed location.

M. Alternate No. 13 - Building Demolition
1. DBE to provide cost to demolish buildings, paved areas, and structures on the existing McDonald site. Scope per Owner provided demolition documents to be issued by addendum will define criteria for removal of buildings, hazardous waste remediation (if required), removal of underground structures, and criteria related to fill. If DBE determines that the demolition impacts the overall project schedule, then provide costs associated with increased general conditions and other schedule related cost impacts as par to alternate pricing.

4. N. Alternate No. 14 - Second Bunk for Cells
1. Provide cost to install a second bunk in all single bunk inmate cells in 1A and 1B housing units (64 bunks).

Totals if Escambia County counts preferred alternates

Alt. Item	Alternate Description	WG/Caddell	Yates/Rosser
1	Full Power Emergency	$ 859,236	$ 2,401,452
3	Inmate Plumbing Control System	$ 1,003,705	$ 590,423
2	Domestic Hot Water, Chilled Water, and Heati	$ 1,598,281	$ 2,343,250
14	Second Bunks for Cells	$ 44,431	$ 35,821
6	Detention Glazing Change	$ 193,317	$ 192,694
	Prefered Alternates	$ 3,698,970	$ 5,563,640

Clarification Questions for DBE teams

Whitsell-Green/Caddell Joint Venture

General:

- After contract award, please describe the process and time allowed to work with County Stakeholders and Design Criteria Professional to review and refine, if necessary, your design solution to meet owner's operational requirements.
- Page 358 outlines the use of Procore for the administration of submittals, RFIs, etc. during construction. Newforma was listed as the preferred system for this project, please tell us how this differs and what advantages it provides to the county. Are you willing to change to the Newforma software?
- If the answer to the previous question is negative, will you provide training and licenses for Escambia County to utilize the Procore software and other digital tools you use for project management?
- Page 375 summarizes safety training for employees and subcontractors. Will you provide safety orientation for Owner representatives and Escambia County Corrections representatives?
- Please provide a detailed subcontracting plan to utilize minority, women-owned, or disadvantaged business enterprises?
- Please provide any suggested Value Engineering (VE) items and estimated cost reduction concepts for the overall project?
- What is your approach to mitigating any unforeseen delays in material delivery or labor in within your proposed schedule?
- If the County elects to place an Owner Controlled Insurance Program in effect as indicated in the solicitation will the resulting bid deducts for contracted services be retained by the County?
- Does the Insurance cost indicated in your proposal constitute the DBEs insurance cost for the entire life of the project?
- Discuss your approach to developing the connection to the existing jail (physical and security systems) while maintaining continuous operations of all functions including but not limited to food, laundry, maintenance, vehicular service, etc. within the existing jail.
- Per specification section 00 7340, the owner has the right to implement an ODP program. If the ODP is implemented, what are the projected savings you would anticipate?

Clarification Questions for DBE teams

Yates & Rosser/Bullock Tice Associates

General:

- After contract award, please describe the process and time allowed to work with County Stakeholders and Design Criteria Professional to review and refine, if necessary, your design solution to meet owner's operational requirements.
- Page 191, your record document plan describes using "Viewpoint" software for submittal and RFI review. Newforma was listed as the preferred system for this project, please tell us how this differs and what advantages it provides to the county. Are you willing to change to the Newforma software?
- If the answer to the previous question is negative, will you provide training and licenses for Escambia County to utilize the Viewpoint software and other digital tools you use for project management?
- Page 190 discusses safety training for employees and subcontractors. Will you provide safety orientation for Owner representatives and Escambia County Corrections representatives?
- Page 204, project schedule. Your start date is shown as August 1. Please be aware that your proposal is valid for 90 days from submittal (June 23) or such extension as agreed to which should be reflected in your schedule. Please provide revised schedule to reflect this contract requirement?
- What is your approach to mitigating any unforeseen delays in material delivery or labor in within your proposed schedule?
- If the County elects to place an Owner Controlled Insurance Program in effect as indicated in the solicitation will the resulting bid deducts for contracted services be retained by the County?
- Does the Insurance cost indicated in your proposal constitute the DBEs insurance cost for the entire life of the project?
- Discuss your approach to developing the connection to the existing jail (physical and security systems) while maintaining continuous operations of all functions including but not limited to food, laundry, maintenance, vehicular service, etc. within the existing jail.
- Per specification section 00 7340, the owner has the right to implement an ODP program. If the ODP is implemented, what are the projected savings you would anticipate?

Key Findings

- Both DBE teams are generally responsive to the DCP requirements. Although both proposals were not without errors and omissions. Clarification questions have been submitted to both teams. Due date is August 1st.
- WGI-Caddell's design approach does not significantly change Corrections Operations of the facility.
- Yates/Rosser design approach has operational impacts to the quality of juvenile housing and increases inmate movement to the added 4th floor. Additional staffing will be required to operate this facility. Estimated to be $600,000 per year or $18 million over the building lifespan.
- WGI-Caddell is using modular steel cell and steel panels for inmate housing construction, Yates/Rosser is using only steel panels for cell construction.
- Neither team adequately addressed "New Urbanism" concepts in their site planning.
- WGI-Caddell scored technically higher than Yates from our analysis.
- Yates/Rosser team offered several VE items for the project. Most are not appropriate for proper Corrections operations. We believe they are applicable to both proposed designs and should not become selection criteria.

Value Engineering List Evaluation (Yates/Rosser)

Proposed Value Engineering items

Item #	Description	Value	Accept?	Pending Savings	Comments
1	Use vertical hydraulic door in lieu of bi-fold hydraulic	$ (194,733)	N		Horizontal Bi-Fold doors are preferred due to higher opening/closing speeds, secure construction of door assembly, and extremely high operational usage. Roll up vertical doors are less secure and require more maintenance over time. Note that roll-up or coiling doors may be considered for the Secure Vehicle Transfer Sally Port, given they do not undergo the severe daily use experienced with the Main Sallyport. Potential savings could be 50% of proposed value.
2	Change hydraulic bi-fold doors at vehicular sallyport to high speed roll-up doors.	$ (196,760)	N		Horizontal Bi-Fold doors are preferred due to higher opening/closing speeds, secure construction of door assembly, and extremely high operational usage. Roll up vertical doors are less secure and require more maintenance over time. Note that roll-up or coiling doors may be considered for the Secure Vehicle Transfer Sally Port, given they do not undergo the severe daily use experienced with the Main Sallyport. Potential savings could be 50% of proposed value.
3	Use hydraulic elevators for 3 3,500 lbs. rated passenger elevators in lieu of MRL. Balance of elevators will remain MRL.	$ (32,392)	N		Not acceptable, due to lesser quality and dependability.
4	Reduce the amount of window wall at public entrance.	$ (44,100)	N		Not acceptable for public image and preferred daylighting into this space.
5	Eliminate the exterior architectural element at the public entrance.	$ (140,000)	N		Not acceptable for maintaining a strong public image and well defined public entrance.
6	Eliminate architectural reveals in precast panels.	$ (57,000)	N		Not acceptable. Architectural finish and detailing are important features to the overall building elevation
7	Eliminate fencing around employee parking area and storm retention pond.	$ (356,334)	N		Not recommended. Fencing separation is highly recommended as a means to limit public access to employee parking areas. This fencing also provides a clear separation between correction staff usage and public access areas.
8	Replace parking area west of the retention pond with grass area.	$ (160,805)	N		The existing paved parking area is required for the Juvenile Justice Center.
9	Reduce the amount of landscaping by 50% and replace with hydroseeding.	$ (180,000)	N		Landscaping is required for visual barrier from future public parking areas. County may entertain alternate design solution, based upon more detailed information.
10	Delete the requirement for a 1.0 PERM rating for the precast concrete in accordance with DC C2.	$ (53,000)	N		Limiting water penetration is a requirement of the design criteria and demonstrated best practices for long range durability and maintainability.
11	Eliminate powder coat finish and use plastic laminate on cabinetry.	$ (10,000)	N		Not sure what Powder coat is being eliminated. More detail is required in order to effectively evaluate suggestion.
12	Delete security ceilings in circulation areas with ceiling height above 12'.	$ (854,675)	N		This suggestion may be accepted, but item 17 is preferred, if any change is made in criteria documents.
13	Delete skirts at lower bunks.	$ (87,551)	Y	$ (87,551)	Will defer decision to County security staff.
14	Provide food service equipment for current project in lieu of including for Phase II.	$ (150,000)	N		Not acceptable. Specified equipment is required to feed inmates in the existing jail after the old kitchen is shutdown.

Value Engineering List Evaluation (Yates/Rosser)

15	Remove the roof elements from the vehicular sallyport and create an open air space in lieu of enclosed.	$ (180,000)	N		Not acceptable. Enclosed space is preferred in order to provide shelter from sun, rain, and other storm events.
16	Eliminate the Inmate Transfer vehicle Sallyport, modify the intake vehicle sallyport and move the penthouse that was previously located on the roof to a location adjacent to the building on the ground.	$ (269,199)	N		Not acceptable, as this suggestion does not meet the specific operational and security requirements for the facility.
17	Change security ceilings in circulation areas to ACT where ceilings are above 12'.	$ (734,675)	Y	$ (734,675)	Possible consideration and will discuss with county security staff.
18	Utilize insulation in security metal wall panels in lieu grout fill.	$ (460,000)	N		Not sure if use of insulation allows the panels to maintain acoustic and attack resistance requirements. Cannot be substituted in any wall panels that are part of security perimeters. Will need specification and testing criteria to evaluate.
19	Delete the roof element for the compact vehicle sallyport as discussed in VE 24.	$ (138,000)	N		Not acceptable. Enclosed space is preferred in order to provide shelter from sun, rain, and other storm events.
20	Eliminate sub-dayrooms at single cell housing units.	$ (113,866)	N		Not acceptable. Physical barrier is required for corrections department operations and security.
21	Eliminate sub-dayrooms at single cell housing units.	$ (113,866)	N		Not acceptable. Physical barrier is required for corrections department operations and security.
22	Use 30 days of video storage in lieu of 60 days.	$ (52,210)	N		60 days is required at a minimum, per from Escambia Corrections requirements.
23	10% reduction in CCTV cameras.	$ (72,715)	N		Unable to evaluate due to limited information on suggestion and no final design solution.
24	Reduce the redundancy on the boilers from 4 boilers @ 33% to three boilers @ 50%.	$ (28,000)	Y	$ (28,000)	An approach that uses three 50% capacity boilers provides the redundancy intended by the RFP and slightly more
25	Reduce the redundancy on the chillers from 3 chillers @ 50% go to 2 chillers @ 75%.	$ (58,000)	N		The three, 50% capacity chillers provide the redundancy desired. Two, 75% could leave the facility venerable in the event of a failure. It is the opinion of the Design Criteria Professional that the three, 50% design criteria will be more energy efficient because the smaller individual equipment will be capable of more accurately matching the cooling load of the facility.
26	Delete the redundant supply air fans going to a single centrifugal supply fan.	$ (20,000)	N		Deleting one of the supply fans will not provide the redundancy desired and could leave areas of the building venerable in the event of a failure.
27	Delete the air side economizer sections from all air handlers	$ (14,100)	N		This project falls under the Florida Building Code (FBC), 5th Edition (2014) Energy Conservation. Design Criteria Professional believes that economizers are required by this code. The economizer are also necessary to achieve the energy conservation goals prescribed in the RFP.
28	Delete the energy wheel from the multizone units.	$ (40,000)	N		This project falls under the Florida Building Code (FBC), 5th Edition (2014) Energy Conservation. We Believe that energy recovery devices are required by this code. The energy recovery devices are also necessary to achieve the energy conservation goals prescribed in the RFP.
29	Allow the exhaust system and the smoke control system to share the same ducts.	$ (108,000)	Y	$ (108,000)	Possible consideration to be determined during final design confirmation.
30	Add the work required to be performed during Phase I to stack the Phase II housing on top of the Phase I housing should the county desire to go to a high rise solution.	$ 3,200,000	N		Escambia Corrections does not desire a high-rise configuration.
		$ (1,719,981)		**$ (958,226)**	

DLR Group

V.8 and V.10

Whitsell-Green/Caddell Joint Venture

General:

- After contract award, please describe the process and time allowed to work with County Stakeholders and Design Criteria Professional to review and refine, if necessary, your design solution to meet owner's operational requirements.
- Page 358 outlines the use of Procore for the administration of submittals, RFIs, etc. during construction. Newforma was listed as the preferred system for this project, please tell us how this differs and what advantages it provides to the county. Are you willing to change to the Newforma software?
- If the answer to the previous question is negative, will you provide training and licenses for Escambia County to utilize the Procore software and other digital tools you use for project management?
- Page 375 summarizes safety training for employees and subcontractors. Will you provide safety orientation for Owner representatives and Escambia County Corrections representatives?
- Please provide a detailed subcontracting plan to utilize minority, women-owned, or disadvantaged business enterprises?
- Please provide any suggested Value Engineering (VE) items and estimated cost reduction concepts for the overall project?
- What is your approach to mitigating any unforeseen delays in material delivery or labor in within your proposed schedule?
- If the County elects to place an Owner Controlled Insurance Program in effect as indicated in the solicitation will the resulting bid deducts for contracted services be retained by the County?
- Does the Insurance cost indicated in your proposal constitute the DBEs insurance cost for the entire life of the project?
- Discuss your approach to developing the connection to the existing jail (physical and security systems) while maintaining continuous operations of all functions including but not limited to food, laundry, maintenance, vehicular service, etc. within the existing jail.
- Per specification section 00 7340, the owner has the right to implement an ODP program. If the ODP is implemented, what are the projected savings you would anticipate?

Architecture / Programming:

- Explain how your design solution addresses concepts of "new urbanism" as it relates to future commercial development along Pace Blvd. and Fairfield Drive?
- On Page 114, sound and vibration control is explained but no mention of appropriate STC ratings for walls. Please confirm that requested STC ratings for partitions will be incorporated into the final design documents.
- Proposed cells are constructed using pre-manufactured modular steel cells. Manufacturer is not identified nor is subcontractor supplying the product. Please provide information and verify that cell walls may serve as secure perimeter as indicated in drawings.
- Inmate Cell Construction: Page 109 indicates cell construction to be 7-gauge steel panel over steel framing. Page 85 states that detention wall panels are grout filled. What is the proposed construction of the modular cell walls beyond the steel panel, insulation, grout,

or other material? Page 85 states that modular cell walls are "powder-coat" finish. Is this proposed for both cell fronts and interior sides? Polyurea coating is more typical for interior finish of steel surface. Please provide additional information regarding proposed modular cell construction.

- Does the modular cell steel wall meet *ASTM F2322-03 "Standard Test Methods for Physical Assault on Vertical Fixed Barrier for Detention and Correctional Facilities*"?
- Please provide information for the connecting corridor and existing areas of renovation within the existing jail.
- Your proposed design shows the exterior of the building to be Aluminum Composite Panels with a gray color. Will the county be allowed to select from the manufacturer's standard colors at no additional proposed cost?

Civil / Site Planning:

- Site planning is required to maintain parking spaces for the adjacent Juvenile Facility as illustrated in the Design Criteria Documents. Additional provisions related to water quality (LIDS) etc. are required. Please confirm that you can accommodate required revisions with your proposed storm water retention approach to comply with the DCP requirements.

Engineering:

Mechanical/Plumbing

- Assuming most areas will be served with AHUs that have economizers. Explain load control for chilled water system during sporadic low temperatures.
- Are the conclusions identified in the life cycle cost analysis included in the proposal for mechanical and plumbing systems?
- Explain strategy for serving housing units with one VAV air handling unit specifically addressing the significantly different ventilation requirements. Provide example of the outside air ventilation calculation.
- Describe design intent for adding future equipment (chillers, boilers, water heaters, pumps, etc.) in the mechanical room?
- On page 199, there is a reference to providing humidification equipment. Provide an example of spaces/areas expected to be equipped with humidification equipment.
- Can the electrical switchgear be installed in a separate room rather than the mechanical room as proposed?
- What is the proposed strategy for water treatment system serving cooling towers?
- What is the proposed domestic hot water heater capacity?
- Confirm that a natural gas monitoring system is provided?
- Is a refrigerant monitoring system planned?
- Describe additional details for upgrading LP gas system to service project.
- What is the calculated EUI for the proposed design?
- Please confirm that final design, including all MEPS and electronic security systems, will accommodate planned future expansion as identified in the master plan.

Electrical

- A separate utility transformer and service is indicated for the fire pump. Please confirm that this is required.

Structural

- Proposal indicates Seismic Design Category (SDC) A for the site. Using the coefficients from the USGS and the Site Class per the preliminary geotechnical report, we determined SDC B was the likely rating. Please confirm SDC A is correct.

Security Electronics/Hardware:

- Pages 110-111 show laminated polycarbonate security glazing that differs from the requirements identified in the DCP. Verify that, if desired by the county, DBE will provide ½" tempered glazing per the DCP with an appropriate cost credit.
- Need more details for the relocation and the integration of the existing locking control and intercom systems controls from the central control in the existing jail to the new central control.

Food Service:

- The food service specification *DC E11 BSD-Food Service Equipment Criteria* calls for certain manufacturers of equipment or an approved equivalent. Since your proposal does not list any specific equipment manufacturers for food service equipment, please confirm that you will utilize the specified manufacture as your basis of design?

Note: All page references pertain to the page number of the PDF copy of the DBE response.

Yates & Rosser/Bullock Tice Associates

General:

- After contract award, please describe the process and time allowed to work with County Stakeholders and Design Criteria Professional to review and refine, if necessary, your design solution to meet owner's operational requirements.
- Page 191, your record document plan describes using "Viewpoint" software for submittal and RFI review. Newforma was listed as the preferred system for this project, please tell us how this differs and what advantages it provides to the county. Are you willing to change to the Newforma software?
- If the answer to the previous question is negative, will you provide training and licenses for Escambia County to utilize the Viewpoint software and other digital tools you use for project management?
- Page 190 discusses safety training for employees and subcontractors. Will you provide safety orientation for Owner representatives and Escambia County Corrections representatives?
- Page 204, project schedule. Your start date is shown as August 1. Please be aware that your proposal is valid for 90 days from submittal (June 23) or such extension as agreed to which should be reflected in your schedule. Please provide revised schedule to reflect this contract requirement?
- What is your approach to mitigating any unforeseen delays in material delivery or labor in within your proposed schedule?
- If the County elects to place an Owner Controlled Insurance Program in effect as indicated in the solicitation will the resulting bid deducts for contracted services be retained by the County?
- Does the Insurance cost indicated in your proposal constitute the DBEs insurance cost for the entire life of the project?
- Discuss your approach to developing the connection to the existing jail (physical and security systems) while maintaining continuous operations of all functions including but not limited to food, laundry, maintenance, vehicular service, etc. within the existing jail.
- Per specification section 00 7340, the owner has the right to implement an ODP program. If the ODP is implemented, what are the projected savings you would anticipate?

Architecture / Programming:

- Explain how your design solution addresses concepts of "new urbanism" as it relates to future commercial development along Pace Blvd. and Fairfield Drive?
- No discussion of STC ratings for walls found nor vibration/noise control. Please confirm that requested STC ratings for partitions will be incorporated into the final design documents.
- Page 196, your BIM Execution plan does not mention the anticipated Level of Development (LOD) for the model. Please provide the anticipated LOD for the BIM model at different project stages.
- Proposed cells are constructed using grout filled metal panels for cell construction. Manufacturer is not identified nor is subcontractor supplying the product. Please provide

additional information and verify that panels may serve as secure perimeter as indicated in drawings.
- Your proposed exterior finish is an exposed pre-cast concrete panel. What is the proposed finish or texture of the panels? Is this architectural grade or structural grade? Is there any intended coating system applied to the panel and if so, will the county be allowed to select from the manufacturer of standard colors at no additional proposed cost?

Civil / Site Planning:

- Site planning is required to maintain parking spaces for the adjacent Juvenile Facility as illustrated in the Design Criteria Documents. Please confirm that you can accommodate relocation of this parking to comply with the DCP within the limits of your proposal.

Engineering:

Mechanical/Plumbing:
- Please confirm that final design including all MEPS and electronic security systems will accommodate future expansion as identified in the master plan.
- Page 131, you propose to incorporate the plumbing controls into the HVAC controls. How will this work specifically?
- What are the pipeline materials planned for chilled water, heating hot water, cooling tower water, and condensate?
- Are the conclusions identified in the life cycle cost analysis included in the proposal for mechanical and plumbing systems?
- What are the life cycle cost and energy performance results if calculations are based on weather local to Pensacola, calculations are based on ASHRAE 90.1-2010, and the financial matrix in the RFP are utilized?
- Describe design intent for adding future equipment (chillers, boilers, water heaters, pumps, etc.) in the mechanical room?
- What is the design intent for replacing chillers?
- How does the design change if roof penetrations are not permitted as suggested in the RFP?
- What is the proposed domestic hot water heater capacity?
- Confirm that a natural gas monitoring system is provided?
- Is a refrigerant monitoring system planned?
- Describe additional detail on plan for upgrading LP gas system to service project.

Electrical:
- No reference to any Lightning protection systems was included in your submission. How will this be addressed and is it included in your cost proposal?
- Page 127 of the proposal indicated alternate 1 include “No electrical”. Alternate 1 includes full generator back-up of the facility. Provide information related to estimated service sizes and generator sizes related to alternates.
- One-Line Diagram provided includes one utility transformer. Has transformer size and quantity of secondary conductors been discussed with Gulf Power? One utility transformer is preferred, but two may be required.

Structural:
- Shored deck at Mechanical Mezzanines? Concrete filled HSS beams at Mech. Mezzanines? Please elaborate on your proposed design.

- Shored composite deck construction is proposed, please elaborate on this design solution?

Security Electronics/Hardware:

- Need detail/description for the design intent for the relocation and the integration of the existing locking control and intercom systems controls from the existing central control to the new central control.
- Note about Control Workstations having individual UPS units; Each control workstation location should have UPS power from the UPS unit installed in the local security electronics room. This is not the desired design. Future issues for the facility to repair or replace these types of units.
- Need further design intent and details as to the future monitoring of the existing fire alarm systems in the existing central control as it relates to the new central control.
- Please provide detailed information related to all detention systems; door hardware (controlled and keyed), door and frame and glazing. The door/frame/hardware schedule was provided but no details explaining what the intent is for each system.

Food Service:

- The food service specification *DC E11 BSD-Food Service Equipment Criteria* calls for certain manufacturers of equipment or an approved equivalent. Since your proposal does not list any specific equipment manufacturers for food service equipment, please confirm that you will utilize the specified manufacture as your basis of design?

Sustainability:

- Please provide a draft of your LEEDv4 checklist score and describe how your integrated design approach will achieve a LEED Silver rating for this project.

Note: All page references pertain to the page number of the PDF copy of the DBE response.

The New Escambia County Correctional Facility

Document Clarification Requests

DCR #	Date Recvd	DBE Proposer Question	Response to Proposer	Document Revisions	Issued as	Issued Date
1	4/13/2017	We would like to request a Revit model of the design drawings if there is one available.	A Revit model will not be provided. AutoCAD drawings will be provided of conceptual floor plans.	Issued AutoCAD files	Addendum 4	4/19/2017
2	4/13/2017	Yates 001 - Section 2C, Agreement 00 5200, Section 5.A. indicates that there will be liquidated damages assessed for late completion. Please provide the amount per day of liquidated damages.	The liquidated damages will be $18,000 per day.	Revised specification section 00 5200.	Addendum 5	4/19/2017
3	4/13/2017	Yates 002 - Specification Section 00 5000, article 1.02.B states the bid bond form to use is AIA A310. However, Specification Section 00 4316 "Bond Accompanying Proposal" form is provided as the bid bond form. Which form are we to submit?	Use the form found in section 00 4316. Specification sections will be revised to show this requirement.	Revised specification section 00 5000.	Addendum 5	4/19/2017
4	4/13/2017	Yates 003 - Specification Section 00 6536 "Guaranty" states that Design-Build Entity is to provide a 10 year unconditional warranty. Is this correct or should this be 1 year?	This section is not applicable. Please disregard.	Revised Specification section 00 0110.	Addendum 5	4/19/2017
5	4/13/2017	Yates 004 - What is the order of precedence between sections 2B, 2C, 2D, 2E and 3?	There is no order of precedence. When descrepancy is found among sections, higher qualitiy or quantity prevails	None	Addendum 5	4/19/2017
6	4/13/2017	Yates 005 - Specification Sections 00 0102 and 00 4316 of Section 2C states that the DB will provide a bid bond in the amount of $500,000. Specification Section 00 1119 page 4 of Section 2C states DB will provide Proposal Security in the amount of $1,000,000. Which is correct?	$500,000 is required by Escambia County, Specification sections will be revised to show this requirement	Revised specification section 00 1119.	Addendum 5	4/19/2017
7	4/13/2017	Yates 006 - In reviewing the RFP documents there does not appear to be any mention of adult female or juvenile female facilities. Can you confirm that this will be an all-male facility and the DB is not required to incorporate design elements to accommodate either female adult or juvenile inmates?	The jail facility will contain both male and female adult and juvenile detainees. Current planning direction designates that the entire third level adult housing will be utilized for female housing. A female juvenile detainee is a very rare occurrence currently and any female juveniles will be housed in the medical infirmary area where full site/sound separation can be achieved.	None	Addendum 5	4/19/2017
8	4/13/2017	Yates 007 - Section 2B - Narratives, page 2B-100, states that detention hardware "will be as manufactured by Southern Folger." Section 2C – Performance Specifications, page 2C-DC D59-3, states that locks will be "equal to the Southern Steel 10120AMD". The Section 2C reads to allow or equal products to those manufactured by Southern Folger. Is detention hardware as manufactured by R.R. Brink or Airteq Systems allowable equal products to those manufactured by Southern Folger?	Yes, Brink and Airteq detention hardware products are allowed as equal products for electro-mechanical locks	None	Addendum 5	4/19/2017
9	4/13/2017	Yates 008 - The detention door schedules starting on drawing A9.02 indicates hardware set designations. However; there are no hardware sets delineated in the narratives or the specifications. Please provide the hardware sets corresponding to the sets in the schedule.	Hardware sets can be found in Section 2A on drawing sheet SE0.00	None	Addendum 5	4/19/2017
10	4/13/2017	Yates 009 - Section 2B – Narratives, page 2B-100, states that "Dayroom frames shall be designed so the inmate side of a frame that is as flush to the glass as possible to eliminate a "ledge" for setting objects or climbing upon." Is there a product known to meet this requirement? How are frames to be designed for locations where inmates will have access to both sides of the frame such as at the outdoor recreation yards?	Detention frames can be designed to have an asymmetrical side that is more flush and limits the ability for inmates to use as a shelf or climbing system. In the cases where the inmate has access to both sides, the owner will make the determination as to which side poses the greater risk (if any) for climbing	None	Addendum 5	4/19/2017

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Document Clarification Requests

DCR #	Date Recvd	DBE Proposer Question	Response to Proposer	Document Revisions	Issued as	Issued Date
11	4/21/2017	Yates 010 - Under Section 2B – Narratives, page 2B-7, indicates that the primary structure typically consists of precast concrete beams, columns, slabs and load bearing wall panels. Structural steel may be used for "Low roofs over non-security areas". Section 2C – Performance Specification, page DC B1-1, paragraph 2.01A indicates there are four options indicated (Structural Steel, Cast-In-Place Concrete, Precast Concrete & Load Bearing masonry). Are the four options listed in Section 2C allowed for the entire structure as indicated or is the primary structure to be precast with the options only available for low roof, non-security areas?	The four structural system options listed in Design Criteria, Section 2C, Performance Specification DC B1, paragraph 2.01A, are allowed as acceptable alternates for the entire structure.	None	Addendum 6	4/26/2017
12	4/21/2017	Yates 011 - Section 2B – Narratives, page 2B-9, under Urban Context states that the "DBE's design process should test the pros and cons of a mid-rise and high-rise solution". Please provide the definition of mid-rise and high-rise and which the current concept design provided in the RFP documents meets.	For purposes of this Criteria Package, Mid-rise is considered to be between two and three stories. High-rise is considerd to be 4 stories and higher. The current conceptual design is a mid-rise construction.	None	Addendum 6	4/26/2017
13	4/21/2017	Yates 012 - Section 2B, page 2B-1, states that all demolition excluding the Family Dollar store is by the design/build contractor. Are we to assume based on the criteria drawings remains untouched? Do we provide a new parking lot as could be interpreted by drawing C1.03? Do we provide a new sidewalk around the structure that the Family Dollar structure as could be interpreted on drawing C1.03?.	The building structure that contains the Family Dollar store will remain until a future date in which the current leases end or are terminated. The existing parking lot will remain to serve that facility, no new parking lots to serve the existing retail is expected. No new sidewalk is required from the crtieria documents.	None	Addendum 6	4/26/2017
14	4/21/2017	Yates 013 - Section 2B – Narratives, page 2B-115, General topic, states that restrooms, showers, pipe chases and mechanical rooms are not to be located above any area that can be damaged by overflowing water and that open air recreation areas should not be located over any area that can be damaged by rain water. Based on the current set of criteria drawings this would be nearly impossible without significant rearrangement of the program spaces on the first floor. Whereas the DB should make every effort to accommodate this request, are we to assume this is a strong request and that if the DB response with essentially the same layout as shown in the criteria documents it will not result in a loss of evaluation points?	The request to address this issue will occur during the design development phase of the project when preliminary plumbing drawings are prepared. The DBE team will make efforts to prevent potential damage to occupied areas from potential plumbing leaks. There is no requirement to addresss this issue in the initial DB response.	None	Addendum 6	4/26/2017
15	4/21/2017	The RFP & DCP references an OCIP program but states, "Escambia County may elect to implement an OCIP… "Please confirm Escambia County is going to utilize an OCIP program?	Escambia County is currently soliciting proposals for OCIP Broker services for the project. Negotiations to begin on May 23, 2017. No decision has been made to utilize OCIP at this time. The DBE proposers are to assume that the insurance will be provided by their teams and should be included in their price proposals as a separate line item. Revised cost proposal form issued as addendum.	Revised specification section 00 4200.	Addendum 6	4/26/2017
16	4/21/2017	Please confirm if Escambia County has purchased all the property for this project?	Yes, the property has been purchased by the County.	None	Addendum 6	4/26/2017
17	4/21/2017	Please confirm this project has been approved and funded for the budgeted amount.	Yes, there is a budget established and approved by the BOCC. The project will be funded from State of Florida, FEMA, and Escambia County.		Addendum 6	4/26/2017
18	4/21/2017	No FEMA requirements were listed in the RFP/DCP Package. Please identify any requirements or goals required.	The FEMA requirements were indicated within section XIII, pages 12-13 of the RFQ document	None	Addendum 6	4/26/2017

The New Escambia County Correctional Facility

Document Clarification Requests

DCR #	Date Recvd	DBE Proposer Question	Response to Proposer	Document Revisions	Issued as	Issued Date
19	4/21/2017	Please confirm the Guaranty, 006536, and Warranty, 007200 - Article 7, should be a 1 year duration. All warranties and guaranty durations would remain per 019413. These would be transferred from the Subcontractor, Manufacturer, or Vendor directly to the County.	Specification section 00-6536 was removed as part of Addendum 5. All warranties are 1-year in duration unless specifically extended per section 01 9413.	None	Addendum 6	4/26/2017
20	4/21/2017	1.03 B in 000102 states, "Contract Scope: Design, Construction, demolition, renovation, hazardous material removal, and facility operations during occupancy." Please confirm the scope does not include "facility operations."	The Design Build team will need to participate in the initial Transition and Activation phase of the project which immediately proceeds Substantial Completion of the project which may assist in the initial "facilty operations". The DBE team has no further responsibility beyond this phase for any facility operations.	None	Addendum 6	4/26/2017
21	4/21/2017	Please confirm the alternates in section 2C - 012300 are the same as "additive enhancements" to be populated in Schedule 1-A	Confirmed.	None	Addendum 6	4/26/2017
22	4/21/2017	Is there a desired form or format for the Voluntary Enhancements Schedule 1-B	There is no required form.	None	Addendum 6	4/26/2017
23	4/21/2017	Are battery-powered flush valves and lavatory faucets required per Section 2B page 73 or prohibited per Section 2C.	Battery-powered flush valves and lavatory faucets are required in all non-secure applications. Security grade plumbing fixtures should be manual operation or controlled via the water management system, if that alternate is accepted.	None	Addendum 6	4/26/2017
24	4/21/2017	Is generator tank fuel capacity 24 hours per Section 2C or 8 hours per Section 2B?	The Generator should have a fuel capacity for 24 hours at full load. Section 2B page 32 to be revised.	Revised electrical narrative page 32.	Addendum 6	4/26/2017
25	4/21/2017	Section 2C states, "furnish and install Motorola equipment as directed by the County Radio Engineer…". Please provide the equipment information from County Radio Engineer.	Motorola radio equipment will be provided by Escambia County Corrections. Specification section to be revised to remove this requirement.	Revised specification DC D58	Addendum 6	4/26/2017
26	4/21/2017	Please provide the permitted construction documents for the partially-completed off-site storm drainage work that is to be included in the DBE's price per Section 2B. Also provide the specifications for the pumps to be furnished by Escambia County. This was not included in the appendix.	The DBE teams are not responsible for any drainage improvements to the old Central Booking and Detention Facility (CBDF) located at 1700 W. Leonard St. The DBE teams are responsible for any impact the new facility may have on the existing main jail site for stormwater management. The stormwater lift station pumps that were purchased by Escambia County for the drainage improvements at the CBDF are available for use by the DBE teams should their design require such an element. The pumps are not required to be used by the DBE. Pump information will be provided.	Issued County purchased Pump and controls information and revised civil narrative.	Addendum 6	4/26/2017
27	4/21/2017	Please provide the food service schedule information for items; 101, 102, 103, 104, 105, 106, 107, 108, 109, 110 and 111	Food service equipment Items 101 thru 115 were accidentally omitted from drawing A2.02. Refer to revised sheet for this information.	Revised drawing A2.02	Addendum 6	4/26/2017
28	4/21/2017	In FEMA manual, page 73 makes reference to 44 CFR 13.36 and page 114 makes reference to 2 CFR 215.44. Both 44 CFR 13 and 2 CFR 215, however, are “RESERVED” sections and have no content. Please provide correct citations to the CFR.”	The information can be found in the FEMA Procurement Guidelines. https://www.fema.gov/media-library-data/1466525379386-2a9382db5b667def50cf9f2f7b482ee8/FEMAProcurementUnderGrantsFieldManualSupplementFinal.pdf	None	Addendum 6	4/26/2017
29	4/21/2017	Please confirm various typical floor and roof structures are acceptable as shown in Superstructure Criteria Section 2C - DC B1 and is not limited to precast concrete stated on page 7 in Section 2B.	Confirmed. Various typical floor and roof structures per Superstructure Criteria Section 2C – DC B1 are acceptable.”	None	Addendum 6	4/26/2017
30	4/21/2017	Addendum 4 only provided the CAD files for the floor plans. Please provide a copy of all CAD files for Section 2A.	The CAD files provided for the floor plans will be the only CAD files to be provided.	None	Addendum 6	4/26/2017

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Document Clarification Requests

DCR #	Date Recvd	DBE Proposer Question	Response to Proposer	Document Revisions	Issued as	Issued Date
31	4/21/2017	Please provide a copy of the drainage calculations used to develop the DCP.	No copy will be provided. The DBE teams are responsible for all design and drainage calculations for stormwater management	None	Addendum 6	4/26/2017
32	4/27/2017	Yates 015 - In Section 2B- DESIGN NARRATIVES BY DISCIPLINE –MECHANICAL, PLUMBING & FIRE, the ninth item on page 42 calls for an additional chiller, cooling tower, boiler, pumps, cooling systems for electronic equipment and air handler fans that “has an equal or greater capacity required to meet the calculated load”. On page 52 of the same section the narrative calls for the chillers to be sized at 50% of capacity, and boilers to be sized at 30% of capacity. Is the intention of the requirement on page 42 to have N+1 redundancy on the HVAC equipment listed such that the additional equipment is for emergency only? Can you confirm the capacities are to be as follows: chiller1-50%, chiller 2-50%, chiller 3(standby)-100%; cooling tower1-100%, cooling tower2 (standby)-100%; all pumps have a 100% standby; boiler1-30%, boiler2-30%, boiler3-30%, boiler4-30%, boiler5(standby)-100%; electronic equipment rooms served by two equally sized units each at 100%; air handers to have panel fans sized such that total fan capacity is 200% of total capacity?	The intent of the narrative is as follows: chiller 1 = 50% capacity, chiller 2=50% capacity, chiller 3=50% capacity; same for the cooling towers. boiler 1 = 33% capacity, boiler 2 = 33% capacity, boiler 3 = 33% capacity. boiler 4 = 33% capacity; all pumps have 100% redundancy. Electronic equipment rooms have 100% redundancy. AHUs have at least one redundant fan so if one fan fails, the redundant fan can be used to maintain the design capacity.	None	Addendum 7	5/1/2017
33	4/27/2017	Yates 016 - In Section 2B- DESIGN NARRATIVES BY DISCIPLINE –MECHANICAL, PLUMBING & FIRE page 50 calls for sound attenuators to be provide for AHU supply and return required to achieve “noise standards”; however, we are not able to find “noise standard” criteria. What is the “noise standard” criteria we are to meet?	Please see Section 2C, HVAC Critieria, DC D4 - page 6 for noise criteria requirements.	None	Addendum 7	5/1/2017
34	4/27/2017	Yates 017 - In Section 2B- DESIGN NARRATIVES BY DISCIPLINE –MECHANICAL, PLUMBING & FIRE page 46 calls for supply duct to have a maximum static pressure of 0.08” and a maximum velocity of 1500 FPM. This is a good requirement for low pressure ductwork; however, medium pressure ductwork (from the AHU to the VAV box) is typically higher. What is the ductwork design criteria for medium pressure ductwork?	See Section 2C, HVAC Design Criteria for information on maximum duct velocities. Use 0.2" per 100 ft for design pressure drop in medium pressure ductwork.	None	Addendum 7	5/1/2017
35	5/2/2017	Yates 018 - The RFP, Section 2B indicates that the D/B team provide an analysis of a solar hot water pre-heat system payback. To complete the analysis we would need to know: 1) the percent of the domestic hot water demand the system should be sized for; 2, the allowable location for the solar panels (roof, ground); and 3) what type of system is allowed (e.g. drain back or closed loop).	Item #1 - D/B is provided the flexibility to size the solar hot water system is such a way that maximizes the benefit to the owner.Item #2 - The best opportunity for this system is roof mounted, but is allowed the opportunity to optimize the design. Item #3 - D/B is provided the flexibility to design the solar hot water system is such a way that maximizes the benefit to the owner.	None	Addendum 8	5/4/2017
36	5/2/2017	Yates 019 - The RFP, Section 2B indicates that the D/B team provide a domestic hot water treatment system if the water source has a hardness greater than 10 grains. Please provide a water analysis from Pensacola ECUA for the area that the Jail is located.	D/B is responsible for determining the hardness and designing to achieve the designated standard.	None	Addendum 8	5/4/2017

DCR #	Date Recvd	DBE Proposer Question	Response to Proposer	Document Revisions	Issued as	Issued Date
37	5/2/2017	Yates 020 - The RFP, Section 2B indicates that the D/B team should modify and expand the existing propane delivery system. The language of the RFP seems to state that the liquid propane is converted to gaseous propane. Can the D/B team consider changing the system so that the liquid propane is converted to natural gas by introducing additional air to lower the caloric value of the gas to match natural gas? By doing this the requirement for dual fuel equipment is eliminated	Please respond as directed by the narratives. This system is necessary to serve other facilities.	None	Addendum 8	5/4/2017
38	5/2/2017	Yates 021 - The RFP, Section 2B indicates that trap primers are required at each toilet room. Is the use of trap guards in lieu of trap primers allowed? Is the use of trap guards allowed at locations other than toilets?	Trap guards are an acceptable alternate if permitted by the authority of having jurisdiction.	None	Addendum 8	5/4/2017
39	5/4/2017	Yates 022 - Please provide the following information regarding the CCTV system in the existing facility: - Number of analog cameras - Number of IP cameras - Model number of the existing Axis IP cameras	There are 47 analog cameras and 337 IP cameras. The model numbers for the Axis Cameras are as follows: 214 241Q M3005 M3006 M3007 M3014 M3024-L M3046-V M3204 M7001 P3224-LV P3301 P3364 Q7406	None	Addendum 9	5/5/2017
40	5/17/2017	Yates 023 - We would like a copy of the Powerpoint presentation that DLR shared at the prebid meeting	That information has already been provided in previous Addendum	None	Addendum 12	5/25/2017
41	5/17/2017	Yates 024 - There is a conflict between the DC D57 Security & Detection system Specification and the 2B Design Narrative in regards to the Camera Video storage requirements. DC -D57 -Security & Detection System – Section 2.10 – E. Products 3) – IP CCTV (j) Camera video storage system will provide 30 days of storage at 15 frames per second. 1080x960 resolution. Narrative 2B – Design Narrative Security & Door Control – Closed Circuit IP Video Page 86 states that the cameras will be recorded at 15 frames per second with a resolution of 1080x960 for a minimum of 60 days. Please clarify which storage requirement is correct.	Provide 60 days of storage at 15 FPS with resolution of 1080 x 960 for all IP cameras.	None	Addendum 12	5/25/2017
42	5/17/2017	Yates 025 - Requesting RFI Cut-Off date be extended to 06/16/17	The date will not be extended.	None	Addendum 12	5/25/2017
43	5/17/2017	Yates 026 - The volunteer and staff personal alarm system is required “throughout areas where volunteers are active” (page 82 of Design Narrative). Can the “areas where volunteers are active” be defined to establish the extent of coverage of the personal alarm system?	Volunteers will work throughout the facility. Coverage shall be throughout the facility.	None	Addendum 12	5/25/2017

DCR #	Date Recvd	DBE Proposer Question	Response to Proposer	Document Revisions	Issued as	Issued Date
44	5/17/2017	Yates 027 - Performance Specification DC D58 Networks and Radio, paragraph 2.01 and 2.08.G.1 a. requires network station cabling to be Category 6A. However, DC D54 Telephone System, paragraph 2.17 3.b.4. stipulates Category 6 as does the Design Narrative page 94. Which does the county require?	Provide Category 6 cabling for telepone and data cabling.	None	Addendum 12	5/25/2017
45	5/17/2017	Yates 028 - Performance Specification DC D58 Networks and Radio, paragraph 2.08 B.1.a. requires the furnish and installation of a radio system and DAS for “frequency ranges as required for the facility”. The number and type of frequencies greatly affects the cost of the radio system. Can the frequencies required for the facility be identified – at least by band if not specific frequencies?	The Radio system requirements have been removed from the project. Refer to Addendum 006 and item 25 of this list.	None	Addendum 12	5/25/2017
46	5/17/2017	Yates 029 - The DC D58 Radio system and DAS is not listed on the Design Narrative responsibility matrix (pages 88 – 92). Please provide the responsibility matrix requirements for the Radio system.	The Radio system requirements have been removed from the project. Refer to Addendum 006 and item 25 of this list.	None	Addendum 12	5/25/2017
47	5/18/2017	Design criteria package, section 2B, narratives by discipline - Mechanical, Plumbing & Fire, page 53, states the desired HVAC system types, quantity and control for various areas throughout the facility. While the areas do not directly correlate to a room number(s) (i.e. Admissions), it is clear what areas are required to have dedicated AHUs, types and controls. In light of the criteria set forth, would it be acceptable, in order to reduce quantity of equipment to maintain, for the design build team to combine AHUs of similar type and function in common areas while still maintaining the level of control, functionality, and listed redundancy? Areas of inmate housing, medical, and kitchen would not be considered for combination with other atypical spaces or functions.	It is acceptable to reorganize zoning of AHUs as long as the solution meets code, combined zones have similar function and schedule, and redundancy requirements are maintained.	None	Addendum 12	5/25/2017
48	5/18/2017	Design Criteria Package, section 2B, narratives by discipline - Mechanical, Plumbing & Fire, pages 68,70 and 73. Narrative requires dual fuel fired domestic water heaters. None of the approved manufacturers (Lochinvar, Aerco and AO Smith) make a dual fuel fired domestic water heater. Please provide a list of approved manufacturers which make a dual fuel fired domestic water heater or relax this requirement or allow a redundant water heater to be fueled by backup source (LP) or other approved approach.	Design intent is to be able to operate the facility in the event natural gas service is interrupted. DBE is offered the flexibility to achieve this requirement through alternate water heater manufacturer, dedicated water heater, heat exchanger served by another hot water source, or other means found be to capable of meeting this requirement.	None	Addendum 12	5/25/2017
49	5/18/2017	Design Criteria Package, section 2B, narratives by discipline - Mechanical, Plumbing & Fire, General Design Criteria, page 42, states: mechanical system shall be designed with no roof penetrations other than those required by code or specially approved in writing by the county. The design build team requests the utilization of gravity vents for large air volumes associated with smoke control systems and limited air intakes and discharges where wall penetrations are not practical.	Roof penetration are acceptable when no other solution is available. Roof penetrations shall be designed to withstand high winds associated with hurricanes.	None	Addendum 12	5/25/2017

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50	5/18/2017	Section 2B of the Design Criteria Package: Design Criteria for the Storm Drain Design Requirements : The Retention Pond shall be designed to retain and treat the flows from a 500-year, 24-hour storm event. Is the Retention pond to be designed for Phase I and II Correctional Facility area only? Or Is the Retention pond to be designed for Phase I and Phase II Correctional Facility plus all future outparcels? If the future development (outparcels) is to be accommodated, what are the design parameters regarding amount impervious?	The pond shall be sized for the PH 1 and PH 2 Correctional Facility including the future development area. The site coverage used for the design shall be based upon the final configuration of the correctional facility and maximum impervious coverage per the land development code for the future development areas. The system shall be designed to address all site drainage as well as accomodate any offiste runoff. In addtion, the low area on the juvenile justice site shall be routed to the system.	None	Addendum 12	5/25/2017
51	5/18/2017	Per Section 2C - 00 1119 - 2.03B, it states, Owner may not respond to questions received after May 23, 2017. We request that the RFI period be extended until June 9th. This will allow teams to refine their proposals in the best interests of Escambia County and will allowing sufficient time for the contracting community aid in the process. This should also allow Escambia sufficient time to respond to these RFI's prior to the proposal due date.	The date will not be extended.	None	Addendum 12	5/25/2017
52	5/18/2017	Design Criteria states in multiple locations that the existing site is 14.5 acres. The purchased parcels are approximately 14.5 acres. The overall site varies depending on whether you include the outparcels with Phase I & II Correctional Facility. If you include the outparcels, the site is much larger than 14.5 acres. Please clarify as it relates to the Escambia County Correctional Facility Phase I & II Design Criteria the acres that should be designed around including drainage requirements.	The pond shall be sized for the Phase 1 and Phase 2 Correctional Facility including the future development areas. This should include any offsite runoff and the low area on the juvenile justice site prone to flooding. Final determination of the total area to be included in the design is the responsibility of the design engineer. However, preliminary design estimates identify approximately 19 acres.	None	Addendum 12	5/25/2017
53	5/18/2017	With regards to the retention pond requirements found in Section 2B of the Design Criteria Package, will there be any volume recovery requirements for the runoff from the 500-year storm in addition to recovering the ½ inch treatment volume within 72 hours?	There are no additional requirements. Recovery shall be per the Land Development Code and Applicants Handbook.	None	Addendum 12	5/25/2017
54	5/22/2017	On the security separation plans, there are certain locations where security walls appear to provide security for a single room, rather than as a separation between adjacent areas of the building (e.g., at Inside Tool Cart Storage 14.27.) Is it acceptable in such areas to provide a 12ga. metal deck as a “lid” for that room rather than extend the perimeter walls of that room up to the floor deck above?	Security level designations in the Room Data Sheets indicate the lowest level of security for any wall in that space, which may require higher security level on other walls, depending upon overall separation of functional component areas. For the space cited, a "lid" of the security level required is acceptable vs. extending the walls up to the bottom of the structure.	None	Addendum 13	5/31/2017
55	5/22/2017	There are exterior stair corridors located between the adjacent recreational courtyards of the housing units (space numbers S2.01, S3.01, S3.02A, S3.02B, S2.02, S3.03A, S3.03B, and S2.03.) The security separation plans show that both sides of these stair corridors are to receive a “high-security” type of wall construction. Is it permissible for the exterior wall side of these stair corridors to be non-secure construction?	No. There may be inmate movement in those spaces.	None	Addendum 13	5/31/2017

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56	5/22/2017	RFP specifications include Section 02 6500 Underground Storage Tank Removal and 02 8400 Polychlorinate Biphenyl PCB Removal. Please detailed information for items to be removed under these specifications.	This information was clarified in the Intertek-PSI document titled *HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION PLAN* issued in Addendum 10.	None	Addendum 13	5/31/2017
57	5/22/2017	RFP drawing C1.02 Demolition & Erosion Control Plan does not indicate removal of the 1 story stucco building that is located in the path of the future connection corridor. Please confirm who will be responsible for removal of it and any other existing site structures in the path of new construction.	DBE will remove this structure as part of the base bid, not part of Alternate 13. All other storage units located in service yard will be removed or relocated by Escambia County Corrections. Refer to response 68 for similar issue.	None	Addendum 13	5/31/2017
58	5/22/2017	On the bid form issued in Addendum 6, Part III-Alternates; please confirm that the column description of the left most column should read Alternate Number not Addendum Number.	Confirmed. The form should read "Alternate" not Addendum. Corrected form attached.	Corrected 00 4200 issued.	Addendum 13	5/31/2017
59	5/23/2017	Addendum #10 included documents to price Alternate #13 per Section 2C, 1.02, M/012300. However, Addendum #10 shows a base bid, an additive alternate #1 and an additive alternate #2 regarding what was a single Alternate No 13 (pages 2-3ff/Interteck PSI 05-01-17) Please confirm the follow: 1. Is Intertek-PSI's "base bid" work to be included in the DBE's "base project total cost" (Part I/004200) or, Is Intertek-PSI's "base bid" work to be included in the DBE's Alternate No 13 (1.02, M/012300 Section 2C)? 2. Is Intertek-PSI's "Alternate No 1" work to be included in the DBE's Alternate No 13 (1.02, M/012300 Section 2C)? 3. Is Intertek-PSI's "Alternate No 2" work to be included in the DBE's Alternate No 13 (1.02, M/012300 Section 2C)?	1. Interteck PSI's base bid work is to be included in DBE's Alternate No. 13. 2. The document issued by Intertek-PSI containing Alternates 1&2 should be considered sub-alternates to Alternate 13 in the critieria package. We revised the bid form to include this information. 3. Same answer as response to item 2.	Modifed information in specification sections 00 4200 and 01 2300.	Addendum 13	5/31/2017
60	5/23/2017	There are 34 locations identified specification 01 94 13 which call for extended warranties, but don't specify who is to provide the warranty. Please confirm these 34 extended warranties and any other extended warranties can be signed and provided by the manufacturer of the products as per typical practice for each specification which would be transmitted to Escambia.	The DBE team is responsible to provide the extended warranties to the owner. The DBE team can acquire these from the manufactturer or by other means available.	None	Addendum 13	5/31/2017
61	5/23/2017	Please confirm that Escambia County is the generator of all pre-existing hazardous material including PCB per 02 84 00 and will sign transportation manifests as such in the event that abatement is necessary.	Since the County is conducting a demolition of a building that the County owns, and that does contain some haz material as per our haz material survey report, this material has to be disposed of. When disposing of Haz Material, there is a manifest that documents the material being "generated" and disposed of. So, yes, the County will be considered as generating some haz material, but this is routine material....asbestos roofing, lighting ballast. We didn't make the material, it existed in the building we bought, now we need to dispose of it as a process of demolition. The manifest will need to be signed by someone, that can be anybody.	None	Addendum 13	5/31/2017

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62	5/23/2017	Per Section 2C - 01 11 00 - 1.17, identifies additional damages in excess of the the Liquidated Damages. Please confirm that Liquidated Damages will be the sole and exclusive remedy for delay and please consider putting a reasonable cap on Liquidated Damages and 1.17 is not applicable.	Response provided by Escambia County: No, the County reserves the right to pursue any and all legal remedies.	None	Addendum 14	6/5/2017
63	5/23/2017	00 72 00 - 16.6 Waiver Of Damages states, "The Design Build Entity shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages." Please confirm a mutual waiver of consequential damages, as listed, will be inserted into the final contract documents: “In no event shall any Indemnified Party or the Contractor be liable to the other for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or loss of use) whether arising in contract, tort or otherwise.	Response provided by Escambia County: No.	None	Addendum 14	6/5/2017
64	5/23/2017	The Hazardous Materials Abatement and Demolition Plan (page 2) states, "Base Bid - Demolition of the “Outbuildings” defined as Buildings Nos. 1803,1805,1813A, 1813B,1813C 3160, 3000, and 2816. Figure 1 provided as Appendix A, shows the approximate locations of these structures on the property." 1. No reference to Building Nos. 1807 – 1809 and 1811. Are these to be removed as part of the base bid? All other buildings are referenced in either Base bid, Additive Alternate 1 or Additive Alternate 2? Refer to Figure 1. 2. Page 3 of the Hazardous Materials Abatement and Demolition Plan, 1st sentence, building 3030 is duplicated, should this be building 3050? 3. When will the specifications be completed by the Escambia County's Consultant for appending to the Hazardous Materials Abatement and Demotion Plans Document?	1. Refer to revised Figure 1 Site Map for clarification of buildings included in base bid and sub-alternates 1&2. 2. Yes, that should read 3050. 3. There are no additional specifications to be issued from Intertek PSI.	Issued Revised Figure 1 Site Map.	Addendum 13	5/31/2017
65	5/23/2017	Yates 30 - Please clarify the parking locations and requirements released in Addendum 11 from Section 2E – Room Data Sheets Component 00 Site Development. 1. Under 00.01 Official Vehicle Parking - FUNCTION states that there will be 30 transportation vehicles (10 of which will be 20 passenger busses) and 10 other official vehicles. In the SPECIAL FEATURES of 00.01 this area is to be designed to facilitate access to Loading Dock. The original design documents Section 2A sheet C1.03 had bus parking located along the north-west face of the building near the Secure Vehicle Transfer rooms of the facility. No other areas were designated on sheet C1.03 for the additional parking as required in the room data sheet. The location of the bus parking and special needs description are also in conflict with respect to their location around the building. Please clarify the vehicle parking needs and access requirements.	The correct number of Official Parking spaces is 40 - ten 20-Person Inmate Transportation Buses, 10 other Transportation Vehicles (vans), and 10 Other Official vehicles (cars). Any reference to proximity to the Service Yard or Loading Dock should be deleted.	None	Addendum 13	5/31/2017

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66	5/23/2017	Yates 31 - Please clarify the parking locations and requirements released in Addendum 11 from Section 2E – Room Data Sheets Component 00 Site Development. 2. Is 00.01 Official Vehicle parking to be located behind the building near the Loading Dock? If so, does this conflict with the requirements of 00.04 Service Yard, or are they to be in the same area?	Inmate Transportation Bus parking spaces are to be located adjacent to the Secure Vehicular Transfer Area and away from public access areas. The other Official Vehicle parking spaces should also be near the Secure Vehicular Transfer area and away from public access. Typically use of these vehicles is for transportation and/or official business with access through the ACR area.	None	Addendum 13	5/31/2017
67	5/23/2017	Yates 32 - Please clarify the parking locations and requirements released in Addendum 11 from Section 2E – Room Data Sheets Component 00 Site Development. 3. 00.05 Facilities Management Parking and 00.06 Corrections Maintenance Parking – both FUNCTION states parking for maintenance and support staff adjacent to Central Plant Facility, 00.05 BASIS states 10 official vehicles, 20 staff vehicles, and 4 gas powered golf carts. Number required below is only 27. Special features states that 7 car/van parking spaces near point of entry to the Central Plan building. 00.06 NUMBER RQUIRED states 3. Please clarify the parking need and location. Sheet C1.03 has these parking spaces located at the northeast corner of the building, but they would be separated from access to the Central Plant room by the connection corridor between the existing jail facility and the proposed jail facility. Please clarify the vehicle parking needs and access requirements.	The correct number of Facility Management Parking spaces is 27 spaces - 7 official vehicles (e.g. pick-up trucks) and 20 staff vehicles. Parking for these vehicles should be proximate to the Service Yard. Parking for these official/staff vehicles may be provided along the south side of the existing Main Jail as long as it does not interfere with access to the new Service Yard. In addition, parking space for 4 gas powered golf carts are to be provided adjacent the access to the Facility Management area within the Service Yard. The correct number of Facility Maintenance parking spaces is 3 spaces. These may be located within the Service Yard, as long as they don't interfere with delivery vehicle turning radii, access to the Loading Dock. This corrects the issue you noted in the concept plan concerning crossing through the secure connection corridor to get to Corrections Maintenance and Facility Management areas.	None	Addendum 13	5/31/2017
68	5/23/2017	Yates 33 - Please clarify the parking locations and requirements released in Addendum 11 from Section 2E – Room Data Sheets Component 00 Site Development. 4. If the above mention parking is to be relocated to the areas between the existing jail facility and proposed jail facility will the two-story watch tower be demolished to allow room for the required parking?	DBE will remove this structure as part of the base bid, not part of Alternate 13. Refer to response 57 for similar issue.	None	Addendum 13	5/31/2017
69	5/17/2017	Does this Phase I construction need to address any foundation requirements relating to the future construction of Phase II along the south endwall of Phase I?	Yes, the foundation needs to address the anticipated expansion to the South for Phase 2 construction.	None	Addendum 15	6/7/2017
70	5/17/2017	There are utility chases shown on the building exterior between the exterior cell walls and the exterior building wall (space numbers 15.X, 16.X, and 17.X.) The security separation plans show that both sides of these utility chases are to receive a “high-security” type of wall construction. Is it permissible for the exterior wall side of these utility chases to be non-secure construction so long as the interior wall remains as high-security?	It is possible but not always allowed due to other adjacent secure areas. Refer to revised Security Separation Plans issued in Addendum 007. Area 15.X is one area where it may be permitted.	None	Addendum 15	6/7/2017
71	5/17/2017	Space Number 14.36 appears in the room data sheets, but does not appear anywhere on the drawings. Please advise.	Spaces 14.36, 14.38, and 14.39 are intended to established minimum corridor widths and other features for Primary, Secondary, and Internal Component Circulation. Based upon the proposed design solution, the DBE team is expected to determine the applicable requirements.	None	Addendum 15	6/7/2017
72	5/17/2017	Room data sheet appears to be missing for space number 14.37. Please advise.	Room Data Sheet numbering inadvertently skipped space number 14.37; there is no applicable content missing.	None	Addendum 15	6/7/2017

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73	5/17/2017	DC B1, paragraph 2.03D, states that open steel grating is an acceptable floor material for “balconies”. In all housing units except 1B, 2B, and 3B, is open grating an acceptable floor surface for the upper level balconies?	No, open steel grating is not acceptable.	Issue revised section DCB1.	Addendum 15	6/7/2017
74	5/17/2017	DC B1, paragraph 2.03D, states that open steel grating is an acceptable floor material for “balconies”. In housing units 1B, 2B, and 3B, is open grating an acceptable floor surface for the upper level sub-dayrooms?	No, open steel grating is not acceptable.	Issue revised section DCB1.	Addendum 15	6/7/2017
75	5/17/2017	DC C, paragraph 3.02J, has several levels of specified noise isolation and STC requirements. The room data sheets state, in a few locations, that a room is to have “acoustical privacy within the overall room”, but the criteria documents do not appear to have any specific requirements that refer back to the levels outlined in DC C. Please advise if there are specific spaces that need to meet the criteria outlined in paragraph 3.02J.	During the design phases, the DBE team will provide analysis of spaces known to generate significant noise whether created by inmates or equipment and adjacent quiet spaces such as private offices or conference rooms and suggest appropriate STC ratings for room separation.	None	Addendum 15	6/7/2017
76	5/17/2017	DC C, paragraph 3.02D, contains s list of spaces that require “task level daylighting” and “natural lighting”. There does not appear to be any reference to this criterial within the room data sheets or elsewhere. In exploring potential reconfigurations of the building layout, what guidance is available on which rooms require daylighting?	The list of spaces are "desired" to meet the requirements for daylighting and natural lighting. In all cases, it may not be possible to meet this requirement due to floor plan configuration that best addresses operational optimization.	None	Addendum 15	6/7/2017
77	5/17/2017	DC C, paragraph 3.02E, contains provisions regarding spaces requiring a direct exterior view. There does not appear to be any cross-reference to this criterial within the room data sheets or elsewhere. It is assumed that juvenile cells within J1, J2, and J3 require windows with a direct exterior view. Are there any other spaces within the facility that specifically require windows with a direct exterior view?	The corrections department desires to have as much exterior views as feasible and maintain overall security of the facility. The conceptual drawings indicated rooms with exterior windows that meet this requirement. To the extent possible, natural light should be provided for inpatient infirmary beds and staff, office areas.	None	Addendum 15	6/7/2017
78	5/17/2017	Security Separation Plan requires UL Level 3 Ballistic protection at three sides of the Entry Vestibule 1.01. Please verify that ballistic protection is not required at any other exterior windows or walls within the facility.	Public Bond Lobby 4.18 requires UL level 3 Ballistic protection. Refer to drawing SP1.01 issued in Addendum 007.	None	Addendum 15	6/7/2017
79	5/17/2017	Section 2B Architectural Design Narrative, Page 16 Stairs and Railings, contains balcony railing infill requirements using wire mesh. Is it the intent to extend the wire mesh full height from balcony to underside of roof, or does the balcony railing stop at the specified railing height?	Railings located at the tier level in housing units 2A, and 3A to be 54″ in height. Railings located at tier level in housing unit 1A to extend to dayroom ceiling height.	Issued revised narrative page 17	Addendum 15	6/7/2017
80	5/17/2017	Are any of the LEEDV4 points considered mandatory ?	No, there are no points considered mandatory. The use of LEED system is also not mandatory.	None	Addendum 15	6/7/2017
81	5/17/2017	What is the anticipated gross square footage for Phase 2?	Phase 2 is intended to provide another 12 housing units – 6 cell housing units, 6 8-person mini-dorm housing units, and associated Direct Housing Support. A conceptual solution is shown in the Section 1: Executive Summary. Depending upon the proposed DBE solution, the expectation is that the Phase 2 Housing Area would be similar to Phase 1.	None	Addendum 15	6/7/2017
82	5/17/2017	Is the county expecting a looped primary feeding this new facility from 2 different points in Gulf Power’s network?	No, a secondary looped primary will incur additional fees of approximately $100,000.	None	Addendum 15	6/7/2017

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83	5/17/2017	Who pays charges from Gulf Power for setting up the services to the building? Is this something that the county will pay directly based on final design layouts or is the DB team supposed to cover these expenses?	Paid by Escambia County but none are anticipated at this time.	None	Addendum 15	6/7/2017
84	5/17/2017	Room Data Sheets – Are the numbers in brackets next to the telephone and data infrastructure the quantity of outlets in that space of each type? Or is that the number of actual jacks of each type?	The numbers in brackets on the Room Data Sheets are intended to apply to the specific space being defined. If there are multiple spaces of that definition, then the bracket numbers apply to each such space required. The number in the bracket applies to actual number of data jacks required. Outlets with multiple jacks are allowed.	None	Addendum 15	6/7/2017
85	5/17/2017	Volume 1, Section 2B, Design Narrative-Electrical, Page 29 implies that Motor Control Center construction is required, but then discussion follows about unit located starters by the Mechanical Design-Build entity. If we can locate controllers and VFD's at units, can we not use Motor Control Centers?	The use of a motor control center is optional.	None	Addendum 15	6/7/2017
86	5/17/2017	If a fire pump is required, can it be a diesel engine driven pump?	An Electric pump is desired by the County.	None	Addendum 15	6/7/2017
87	5/17/2017	Electrical Criteria, page DC D6-1, Item G, we don't understand. Can this be explained another way what is desired? It appears that there are certain critical areas that are not part of the egress route that are desired to have 30 minutes of battery backup in case the generator doesn't start. Can the exact list of these areas be provided if so? Or are these rooms called out by the checkmark for emergency lighting in the room data sheets?	In general, critical areas include spaces where inmates gather or are normally present. The requirement is included to cover generator start-up and transfer time as well as generator failure. This includes inmate dayrooms, medical infirmary, Booking/intake areas, Food Service and Laundry. The Room Data sheets should be used as the guideline for providing emergency lighting above and beyond code requirements. RDS does indicate requirements for batteries or inverters.	None	Addendum 15	6/7/2017
88	5/17/2017	DC D6, page 3, article 2.03B4b3) says branch circuit panelboards shall have 25% spare ampacity and 15% spaces, but the narrative says 25% spare capacity and space. Which one is correct?	25% spare ampacity and 25% spare breaker mounting space.	None	Addendum 15	6/7/2017
89	5/17/2017	Volume 1, Section 2B, Design Narrative-Electrical, Page 40 references a "Main Gate House". We cannot find reference to this structure anywhere else in any of the documents. Please clarify.	This should be in reference to Main Entry Point for the Public.	Issued revised narrative	Addendum 15	6/7/2017
90	5/17/2017	In case we find other discrepancies after the cutoff for questions, which document takes precedence, the performance specifications or design narratives?	There is not implied order or precendence between the performance specifications or the design narratives. Refer to response to question 5.	None	Addendum 15	6/7/2017
91	5/17/2017	It appears that the fencing required for this project is mostly an 8 foot high decorative fence with the exception of the 12 foot high security perimeter fence required at the loading dock and service area. Electrical Design Narrative states that we are to provide 2 foot-candles for the open areas within this secured fence, while 5 foot-candles are required at the perimeter fence. Will you define in more detail the perimeter fence lighting zone for which this 5 foot-candles are to be achieved (is this the decorative fence and what distance shall we achieve 5 foot-candles inside/outside this fence)?	The 5-fc requirement is for vertical footcandles on the exterior face of the fence. Open areas within the secured perimter shall be 2 horizontal footcandles.	None	Addendum 15	6/7/2017

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92	5/17/2017	We understand that if the alternate bid is accepted, we would be responsible for power to the increased HVAC equipment to provide hot and chilled water to the old jail (or future phase 2, whichever is larger). What is our obligation for providing electrical service capacity for the remainder of loads for Phase 2 as part of this project?	An additional seprate electrical utility service may be considered for the the Phase 2 work. Base bid design shall allow for addition of a second utiltiy service for the Phase 2 construction.	None	Addendum 15	6/7/2017
93	5/17/2017	Section 00 4330, paragraph 1.02 Subcontractor Listing After Contract Award references Article 7.1 of Section 00 7200 for requirements regarding solicitation of subcontractors after award of the DBE contract. Article 7 of 00 7200 is “Design Build Entity’s Warranties and Guarantees”. Please provide any requirements the DBE is required to follow for post award subcontractor procurement.	Refer to article 3.2 of the 00 7200 General Terms and Conditions.	Issued revised section 00 4330.	Addendum 15	6/7/2017
94	5/17/2017	Section 01 3553 Security Procedures is blank. Please clarify intent of this specification section.	This section is not used.	None	Addendum 15	6/7/2017
95	5/17/2017	Groundwater Conditions: The geotechnical investigation provided by the County provides a recorded groundwater level during a low rainfall period. It does not provide an Estimated Seasonal High Water Table (ESHWT) as required by the State ERP (Stormwater) program. This estimated level could be significantly higher than that stated in the geotechnical report (+/- 37 feet below grade). Can the ESHWT be determined prior to the completion of the Conceptual Plan preparation to more accurately provide a stormwater management solution?	The only information available is what has already been provided. According to the Preliminary Geotechnical Exploration, Section 6.4 Preliminary Stormwater Pond Recommendations, the geotechnical engineer estimates the seasonal high groundwater table to be near +/- 35 feet below grade. In section 2B – Design Narratives by Discipline – Civil Engineering, we clarify that the report is preliminary and further investigation will be required prior to proceeding with stormwater and structural design and this shall be the responsibility of the DB contractor.	None	Addendum 15	6/7/2017
96	5/17/2017	FDOT Driveway Connections: Have formal discussions, such as a “Pre-Application Meeting”, been held with FDOT regarding the driveway access connections at Pace Boulevard (S.R. 292) and Fairfield Drive (S.R. 295)? If so, can the minutes from the meeting be provided to our team? If no meeting has been held with FDOT, should the design stay true to the provided Preliminary Plan showing full-access driveways with interconnectivity to the adjacent properties and no improvements to the State Roads (i.e. turn lane improvements, bike lanes, etc.)?	An FDOT pre-application meeting was held on 2/16/2017. A copy o f the minutes is included in Section 3.	None	Addendum 15	6/7/2017
97	5/17/2017	Food Service Narrative in Section 2B states that a dumbwaiter is to be included in each housing unit with two level cell configuration. The concept design drawings provided as a part of the RFP do not include a dumbwaiter in any of the cell units. Additionally the mezzanine levels do not reflect continuous walkways that would allow the use of only 1 dumbwaiter per unit if desired. Please confirm that dumbwaiters are not required for the housing units.	There are no dumbwaiters required for the housing units.	None	Addendum 15	6/7/2017

The New Escambia County Correctional Facility

Document Clarification Requests

DCR #	Date Recvd	DBE Proposer Question	Response to Proposer	Document Revisions	Issued as	Issued Date
98	5/17/2017	Addendum 10 refers to 2 pdf files. 1. McDonald Shopping Center Scope of Work Summary 2. Attached file - 07832209SB_NEW ESC CNTY CORRECTIONAL FACILITY HAZ MAT ABATEMENT & DEMO PLAN_FINAL 050517 Is the McDonald shopping center scope of work included as a part of the haz mat file or should there have been an additional file?	You appear to be missing the "Scope of Work Summary" document. This was originally distributed by Escambia County Purchasing. See attached document.	Issued Scope of Work Summary document	Addendum 15	6/7/2017

DOCUMENT 00 1119

REQUEST FOR PROPOSALS

Escambia County ("Owner"), will receive competitive sealed Proposals from Design-Build Entities as described herein, for the following public work: Design-Build Services for the New Escambia County Correctional Facility, Solicitation Identification Number PD 16-17.004 ("ECCF" or "Project").

ARTICLE 1 – INTRODUCTION

1.01 Receipt of Proposals

A. Owner will receive sealed Proposals at the Escambia County Office of Purchasing, Room 11.101, 213 Palafox Place, Pensacola, FL 32502, on June 23, 2017. Proposals shall be due before 3:00 p.m. (Central Time zone), as determined by time and date stamp clock in the Escambia County Purchasing Department.

B. All Proposal envelopes will be time-stamped to reflect their submittal time. Owner will reject all Proposals received after the specified time and will return such Proposals to the Design-Proposers unopened.

1.02 Proposal Requirements

A. This Document 00 1119 sets forward terms and conditions for development, preparation, receipt, review and evaluation of the Proposals for the Project.

B. Each Proposer (also referred to as "Design-Build Entity" or "DBE") must submit its Proposal in accordance with this Document 00 1119.

C. Only the Three (3) Design-Build Entities who pre-qualified pursuant to the County Prequalification Process for Design Build Entities, issued March 20, 2017, and any amendments, modifications or supplements thereto (the "Pre-Qualification Process"), are eligible to submit Proposals.

D. The maximum budget for the design and construction of the Project is $134,000,000 ("Stipulated Sum"). Any Proposal with base Project pricing in excess of this Stipulated Sum will be considered non-responsive and will not be considered.

E. If a Proposer determines that the Project cannot be designed and constructed to achieve the performance objectives described in the Specifications and Criteria Documents, within the Stipulated Sum, the Proposer shall, with its Stage 2 Proposal (see paragraph 4.01A below), notify Owner regarding the following options:

1. Propose a design that is within the Stipulated Sum but shall not achieve all performance criteria. In this option, the Proposer shall list what criteria cannot be achieved as part of its Proposal. The list shall be presented in two parts: 1) all items that are absolutely not provided, and 2) any items that are provided but at a significantly lower performance level than requested. Owner will evaluate the Proposal shall be evaluated as submitted; **OR**
2. Withdraw from the proposal competition.

1.03 Criteria Documents

A. Criteria Documents describe the minimum mandatory scope and needs of the Project.

B. A description of the Criteria Documents are made available under Document 00 5201 (Criteria Documents).

1.04 Critical Success Factors

A. Critical Success Factors ("CSF") are those issues that the County Project Team and its project consultants have agreed are essential to the success of this Project, and are the core essence of the Proposer's responsibility. It is essential that the Proposer be responsive to the CSF and use the CSF as a guide in both the development of the response to the RFP, and in the design and

construction of the requirements of the ECCF Design Build Package. All Proposals will be reviewed and evaluated in light of the Critical Success Factors.

1. The New Escambia County Correctional Facility must be staffed, occupied, and entirely operational by February. 20, 2020. The Transition/Activation phase, as required by the County, is 8 weeks, which will require Design-Build Entity to successfully complete all aspects of its work per the Contract Documents no later than December 27, 2019.
2. The Escambia County's Corrections Department and other stakeholders have been integrally involved in developing the Criteria documents for the project. The Design-Build Entity will be expected to exhibit and foster ongoing teamwork and collaboration with this project team in every aspect of the effort to complete the project design, construction, start-up and testing, commissioning, transition, completion and activation.
3. The Design-Build Entity will be expected to:

    a. Fulfill all obligations of "Contractor" under the Design Build Agreement;
    b. Comply with the requirements of all Federal, State, County, and other authorities having jurisdiction regulations for required reviews, approvals, permits, construction, inspection, and record keeping;
    c. Comply with the Davis-Bacon Act;
    d. Create a Project that is energy efficient and uses sustainable design elements and construction practices and minimizes life-cycle costs. The DBE will utilize either LEED or Green Globes as the multi-attribute system for compliance. The DBE team will achieve a rating of LEED Silver or Two Green Globes;
    e. Utilize the full capabilities of BIM to maximize the accuracy and efficiency of the design process, and quality of construction;
    f. Thoroughly start-up and test and commission new systems to ensure efficient and reliable operation and compliance with performance requirements established in the Criteria Documents; and
    g. Systematically furnish all required warranties, operation and maintenance manuals, and record documents and successfully transition and train facility staff, closing out the Project with no defects.

B. The CSF are the minimum standards that must be implemented under this ECCF Project.

C. All proposed enhancements must be of high quality, add significant value, provide benefit to Owner and are beyond the minimum requirements established in the RFP. Owner retains the right to decline any Enhancements.

D. The Criteria Documents represent the minimum requirement of the ECCF Project and an item will not be considered an Enhancement if it is utilized to meet an "or equal" requirement.

1.05 Conditional Award

A. Notwithstanding any other provision of this Document 00 1119 or any other Proposal Document, including without limitation Document 00 5100 (Notice of Conditional Award; see paragraph 5.02 below) any Contract award by Owner is conditioned on, and subject to. Owner shall have no obligation under Contract Documents, including without limitation any obligation to pay any portion of Contract Sum, unless and until BOCC provides all required consents.

ARTICLE 2 – PROPOSAL DEVELOPMENT

2.01 Pre-Proposal Conference and Site Visit

A. A Mandatory Pre-Proposal Conference will be conducted on April 18, 2017 at the Escambia County Purchasing Department, at 10:00 a.m. (central), exact location to be determined. At the conference, each Proposer should be prepared to schedule a Project site visit with appropriate ECCF personnel.

B. Owner will transmit to all Proposers any Addenda as Owner in its discretion considers necessary in response to questions arising at the Pre-Proposal Conference or the site visit. Proposers shall not rely upon oral statements; nor shall oral statements be binding or legally effective.

2.02 Existing Conditions and Related Data

A. Refer to Document 00 3100 (Available Project Information) and Document 00 3132 (Preliminary Geotechnical Data and Existing Conditions).

2.03 Addenda

A. Proposers must direct to Purchasing Department all questions about the meaning or intent of this Document 00 1119 (Request for Proposal) and other Proposal Documents. Proposers must submit their questions by email. Owner will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions.

B. Owner will send by email Addenda to each of the three pre-qualified Proposers to the address supplied to Owner by each of them. Owner may not respond to questions received after May 23, 2017. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

C. If Owner deems advisable, Owner may also issue Addenda to modify the Proposal Documents. Owner cutoff date for issuing required addendums June 5, 2017.

D. Addenda shall be acknowledged in Proposal Form by number and shall be part of the Contract Documents. Proposers may obtain a complete listing of Addenda from Owner.

2.04 Other Requirements Prior to Proposing

A. Submission of a Proposal signifies the Proposer's careful examination of Proposal Documents and complete understanding of the nature, extent and location of Work to be performed.

B. Proposer must complete the required investigations described in Document 00 7200 (General Conditions), as a condition to submitting a Proposal, and submission of Proposal shall constitute the Proposer's express representation to Owner that Proposer has fully completed these required investigations.

ARTICLE 3 – CONTENT OF PROPOSALS

3.01 General Proposal Submission - Contents

A. Each Proposer shall submit its Proposal to the Owner at the address indicated herein.

B. Each Proposer shall submit proposals neatly organized in three (3) ring ("D-ring" type) binders with the appropriate table of contents and tabs/dividers for:

1. One (1) complete original ECCF Project Proposal with original signatures and all required deliverables. Separate from the copies and clearly marked as "ORIGINAL"
2. Thirteen (13) copies of the ECCF Project Proposal and all required deliverables.
3. Written text: 8 ½" x 11" sheets of paper organized in three (3) ring binders.
4. Thirteen (13) sets of Drawings: ½ size standard edge bound and stapled. (30"x42" original)
5. Two (2) thumb drives with an electronic copy of the ECCF Project Proposal and all required deliverables.

C. Proposers shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation of each Factor identified herein as Evaluation Factors.

D. Proposals shall be deemed to include any written responses of a Proposer to any questions or requests for information of Owner made as part of the Proposal evaluation process after submission of the Proposal.

E. The Proposal must contain the following, fully completed (and where applicable, executed) documents:

1. Document 00 4200 (Proposal Form).

   a. The Proposal Form must be completed as indicated therein. Proposers must provide information for all items, including ~~Additive Enhancements~~ Alternates (Schedule 1-A). ~~Voluntary Enhancements (Schedule 1-B).~~ Information regarding Voluntary Enhancements must ~~either~~ be included in Proposer's Technical Proposal Submission. ~~or attached to Proposal Form.~~

2. Proposal Security.

   a. Proposers must submit with their Proposals cash, a certified check or cashier's check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of Florida, of not less than $500,000, payable to Escambia County.
   b. Corporate surety bonds must be in form of Document 00 4316 (Bond Accompanying Proposal).
   c. Owner will reject as non-responsive any Proposal submitted without the necessary Proposal security. Owner may retain all Proposal securities and Proposal bonds until the later of 60 days after Proposal opening or execution of the Contract and deposit of all necessary bonds and other items, at which time Owner shall return the Proposal securities and Proposal bonds of any non-defaulting Proposer.

3. Document 00 4330 (Subcontractors List), identifying all Subcontractors who will participate in the Contract which are known as of the Proposal date. Only one subcontractor will be allowed to be listed for each sub-trade.

4. Document 00 4516 (Design-Build Entity Certifications), signed and completed (and including any appendices) as indicated therein.

5. Document 00 4519 (Non-Collusion Declaration), subscribed and sworn before a notary public. No Proposer may make or file or be interested in more than one Proposal for the same supplies, services or both.

6. Letter from Surety. A letter from a surety duly licensed to do business in the State of Florida, having a financial rating from A. M. Best Company of A-, VII or better, confirming that surety has agreed to provide Design-Build Entity with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 00 6113.13 (County Performance Bond) and 00 6113.16 (County Payment Bond Forms) with minimum penal sums in the amounts set forth therein.

7. Letter from Insurer. A letter from an insurance underwriter, having a financial rating identified in Document 00 7316 (Supplementary General Conditions – Insurance and Indemnification), confirming that the insurer will provide the coverages and amounts required for Design-Build Entity specified in the Contract Documents.

8. Material Changes List. If Proposer is unable to certify in Document 00 4516 that all information it submitted to Owner in connection with the Pre-Qualification Process remains true and correct in all material respects as of the date of submitting its Proposal, a list of all such changes ("Material Changes List"), accompanied by the same types of information that Proposer was required to submit for as part of the Pre-Qualification Process.

9. Technical Proposal Submission, containing the following items, as further described or referenced in paragraph 3.02 below:

   a. Proposed Staffing and Designated Subcontractors
   b. Proposed Design and Design Approach; Life-Cycle Costs
   c. Draft Project Management Plan
   d. Preliminary Baseline Design/Construction Schedule
   e. Potential DBE Provided Builder's Risk Insurance

3.02 Technical Proposal Submission

A. Proposed Staffing and Designated Subcontractors

1. Submit a list of the proposed staffing for the Project; the listing must include all key team personnel previously approved in the Pre-Qualification Process, and include at a minimum the specific positions indicated below, and such others as Owner may request before Proposal date ("Key Personnel"). Substitutions will not be permitted without prior approval of the County. Additional staff required but not part of the Pre-Qualification Process should be added. See also paragraph 3.02D below.

   a. Overall Project Manager
   b. Design Manager
   c. General Superintendent
   d. Superintendent
   e. Architect of Record
   f. Design Architect
   g. Lead Engineers (all disciplines)

2. All Subcontractors who are known to be performing portions of the Work on Proposal day (Designated Subcontractors) must be identified in Document 00 4330 (Subcontractors List) limited to one per sub-trade. Designated Subcontractors will not require public bidding beyond this RFP process.

3. All Subcontractors working on Project Site, whether included in Proposal or otherwise, must have an Experience Modification Rate (EMR) of 1.00 or less.

B. Proposed Design and Design Approach; Life-Cycle Costs

1. General: Prepare written documents listed below to depict the Proposer's design in response to the County's requirements. The submittal requirements listed below are minimum requirements. Proposer may submit additional materials in their ECCF Proposal. Additional materials submitted by the Proposer may or may not be reviewed by the County at the County's sole discretion. Internet links to websites are not permitted. Design narrative may include diagrams, graphic illustrations, conceptual sketches and ideas, exhibits, and photographic images. 8 ½" x 11" Format. (Site plans, conceptual floor plans, grading plans, etc. to be scaled to fit standard drawing sheet size (30" x 42") with ½ size sheets required for submittal).

2. Building Program Report: Spreadsheet format indicating all proposed program spaces with both net and gross square footages as compared to the required building program and gross square footages of the Project. Deviations from the required building program gross square footages are to be clearly indicated with % Delta. The DBE will be allowed to deviate only a maximum of 10% net area per space and only a 5% deviation for the overall program component. In some instances, the area listed for an individual room may be a code minimum for ADA compliance or a mandated minimum area to comply with Florida Model Jail Standards.

3. Additions to the County's issued Criteria Specifications are to be clearly noted. 8 ½" x 11" Format.

4. Prepare conceptual drawings that illustrate the character (design theme for the ECCF Project), including conceptual drawings and preliminary additional Voluntary Enhancements as necessary to describe the Architect's design intent.
   a. Site Plan: Overall site plan including the size and locations of the proposed elements, and all landscape, and hardscape (including parking), connection to existing jail facilities, access and security. Provide conceptual drawings to assure visual unity between areas, site components and building forms.
   b. Conceptual Floor Plans (for new construction): 1/16" = 1'-0" Scale (minimum) overall plans and 1/8" = 1'-0" scale zone/area plans of the proposed building elements. All rooms to have a room number that matches the corresponding number within the building program and indicates the program area and actual area within each room.

c. Existing Building areas of renovation: Provide 1/8" = 1'-0" plans for all areas of the existing jail to be renovated to accommodate the connection to the new building and relocation of central control room controls.
d. Enlarged Cell Plans: Large scale plans of each type of cell with all furnishings and equipment included. Include elevations for all interior walls.
e. Enlarged Food Service Area: Large Scale plans indicating all proposed food service equipment.
f. Building Elevations: Overall building elevations for all exposed faces of the structure.
g. Building Sections: Overall building sections and wall sections to demonstrate the general exterior wall construction.
h. Exterior view renderings: Provide a minimum of two high resolution color exterior renderings demonstrating the architectural character of the facility. One view must provide the perspective from the corner of Fairfield Street and Pace Blvd.
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5. Technical Approach Plans for the ECCF, including Central Plant, and Site including backup documentation as appropriate, to identify the proposed types, integration, and operations of systems for the facility illustrating the best value for the County. Technical approach plans are to include:

a. Narrative(s) detailing the basic approach.
b. Conceptual layout(s) of building systems in large scale.
c. Proposed systems including a description of types, efficiencies, quantities and capacities.
d. Approach to maintaining and servicing proposed systems
e. Narrative(s) outlining the proven track record(s) of the proposed systems and vendors including tried and tested processes, systems and capabilities.

6. On- and Off-Site Civil and Utilities Systems

1. Provide a narrative description and where applicable, conceptual drawings of the proposed civil engineering design and approach, including the proposed unique design features, conformance with the Contractors Storm Water Pollution Prevention Plan, sustainability features and energy conservation for the best value for the County.

7. Provide a conceptual Grading Plan, including a narrative and backup documentation as appropriate, to address the approach and sequence of grading activities. Indicate how the design addresses Escambia County's Low Impact Design (LID) requirements. Include your approach to efficiently design and install building pads.

8. Prepare conceptual Site Utility Plans with points of connection including: Sanitary Sewer, telephone/IT, Domestic and Fire Water, Storm Drain, Gas and Electrical services.

9. Submit a Life-Cycle Cost (LCC) analysis of proposed systems describing the Proposer's approach for evaluating alternatives and developing cost effective designs, systems and components as part of sustainable design. Life-cycle benefit analyses must be shown as present value amounts using a 5.5% discount rate, 30 year life-cycle period, 3% energy costs escalation rate, 3% personnel/staff escalation rate and 2% maintenance cost escalation rate. ~~Proposer's LCC analysis should take into account its proposed Base Project Plus Enhancements reflected in Part II of Schedule of Proposal Prices in Document 00 4200 Proposal Form.~~

C. Draft Project Management Plan

Submit a draft Project Management Plan that addresses all the following: (in no particular order):

1. Communication Plan, including:

a. Proposer's Organization and Lines of Communication
b. Electronic Communications, including requirements for a Site Project website (to be provided by Design-Build Entity)

c. Meetings and Conferences

2. Contract Administration and Procedures
3. Collaboration and Coordination
4. Quality Assurance / Quality Control
5. Construction Traffic Management
6. Storm Water Pollution Prevention
7. EIR Mitigation Measure implementation and monitoring
8. Systems/Design Confirmation
9. "For Construction" Document Development
10. Waste Management
11. Safety Plan
12. Commissioning
13. Record Documents
14. Scheduling
15. Monthly Report
16. Conflict Resolution Procedures
17. BIM Execution
18. Transition and Close-out
19. Warranty follow-up @ 11 months after Substantial Completion

D. Preliminary Baseline Design/Construction Schedule, including Staffing Plan

1. Submit a preliminary baseline design/construction schedule to complete the Work – "Escambia County Correctional Facility Project Proposal Schedule" - incorporating critical milestones and events known or understood by the Project Proposer, i.e. coordination with other projects planned at the site. The schedule must represent the Project Proposer's intended plan for completing the Work within the contract time, and comply with Section 01 3200 Progress Schedules and Reports paragraph 2.03C.

2. The preliminary schedule shall include a Key Personnel staffing schedule, indicating all periods when each of the Key Personnel (as defined in paragraph 3.02A above) are anticipated to be committed to working on the Project, and other information in Section 01 3200 paragraph 3.02C.3.

3. In developing the Preliminary Baseline Design/Construction Schedule the Project Proposer should consider activities, logic, durations, and milestones related to the following:

   a. Systems/Design Confirmation
   Completion/confirmation / review and approval by building department and Fire Marshal in addition to all Authorities Having Jurisdiction of design activities for each project component as necessary to document Design-build Entity's specific approach to meet the design guidelines and performance requirements required by Criteria Documents, and as required to construct the ECCF Project including, but not limited to:

      1. On and off-site utilities
      2. Site grading and geotechnical requirements
      3. Main facility design and construction
      4. Central Plant Design and Construction

   b. ECCF Stakeholder Reviews
   Proposed review and confirmation activities and durations for ECCF stakeholder team during program confirmation, systems confirmation, design development and finalization, construction documents, submittal review, start-up and testing, commissioning, and project close-out. Stakeholder may include, but are not limited to:

      1. Escambia County Corrections Department (including facility maintenance, security, information technology, medical services and food service)
      2. Escambia County Facilities Services Division

3. Escambia County IT Division
4. Escambia County Fire Department
5. Design Criteria Professional

c. Regulatory Agency Reviews
Proposed review and approval activities and durations during design, construction, commissioning, and project close-out including, but not limited to:

1. Fire Marshal (Fire, Life Safety)
2. Escambia County Building Inspection Department
3. Escambia County Public Works
4. Northwest Florida Water Management District
5. Florida Department of Transportation (FDOT)
6. All additional Authorities Having Jurisdiction
7. FEMA

d. Coordination with Other ECCF Projects at the Site
Other ECCF project planned to occur concurrent with the ECCF Project include:

1. Demolition of existing buildings on site.

e. In planning the project activities, durations, and milestones, the Proposer should consider the following:
Review and approvals periods required by federal, state county and other authorities having jurisdiction, regulatory review and approvals

1. Assume 10 work day turn-around for ECCF Stakeholder reviews of major submittals including submittals required by regulatory agencies.
2. Include strategies to support phased turnover of facilities to accommodate ECCF use prior to overall project completion. This phased turn-over would not include inmate occupancy but would support installation of FF&E, staff training, etc.
3. Include requirements for building commissioning.

E. Potential Design-Build Entity-Provided Builder's Risk Insurance

1. If requested by Owner before execution of Document 00 5200 (Agreement), Design-Build Entity shall secure and maintain or cause to be secured and maintained (i) fire, lightning and extended coverage insurance on the Project, in the form of a builder's risk policy providing coverage in an amount not less than the construction costs expended for the Project (except that such insurance may be subject to a deductible clause not to exceed Five million dollars **($5,000,000)** for any one loss), and (ii) earthquake insurance (if such insurance is available on the open market from reputable insurance companies at a reasonable cost) on any structure comprising part of the Project in an amount equal to the full insurable value of such structure (except that such insurance may be subject to a deductible clause not to exceed two million five hundred thousand dollars **($2,500,000**) for any one loss). The extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement.

2. Such insurance shall (i) Include an endorsement naming Escambia County and County's board members, officials, officers, agents, employees departments, officials, representatives, inspectors, consultants and agents and volunteers, including, but not limited to DBE, Criteria Architect and each Owner Representative, and the Department of Corrections and each of their respective officers, governing members, directors, officials, employees, subcontractors, and consultants, as additional insureds; and (ii) primary and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by this insurance.

3.03 Proposal Guide

To aid Proposers in preparing and submitting their Proposals, the following is provided as a guide:

A. The certification of the Stipulated Sum must be without any conditions and/or alterations and/or exceptions (other than as provided in paragraph 1.02E above).

B. Design-Build Agreement administration refinements, conditions regarding price escalation, Design-Build Agreement language modifications, additional allowances that limit the extent of work, modifications to RFP documents that reduce the RFP requirements or scope of work, and/or infer pre-approval of substitutions etc., or any other conditions, clarifications that reduce the requirements and/or infer a pre-approval of a change to the requirements or a conditional acceptance of the ECCF Project Proposal will not be allowed and may be the basis for considering the ECCF Project Proposal to be non-responsive at the sole discretion of the County.

C. Substitutions: It is the intent of the County to utilize the creative expertise of the Proposers. The requirements of the Criteria Documents establish the design intent, level of quality and utility and special requirements. Proposers may propose alternate materials, methods, and means to achieve the required results. **However, the burden of compliance with the intent of Criteria Documents remains with the Proposer.**

D. The evaluation of the Proposals during this selection phase is not intended to be final judgment on the validity or acceptability of alternate solutions.

E. Proposals for substitutions must be made in conformance with the Contract Documents and be made on a system-wide basis such that the County is not asked to piecemeal its review of individual elements of a system. The County will reasonably cooperate in considering and reviewing substitutions and/or modifications. The County is not required, however, to approve substitutions and/or modifications that would change or reduce the performance standards, intended use, and/or value of the Site Project.

F. The Proposer is responsible for foreseeable site conditions and hazardous materials to the extent described in the Proposal Documents and/or that could be reasonably inferred by the Proposers based on their experience and expertise on similar projects.

G. Proposers are required to perform their own site investigations.

ARTICLE 4 – PROPOSAL RECEIPT AND EVALUATION

4.01 General

A. Proposals will be evaluated in a two-stage process. In the first stage (“Stage 1”), all prequalified Proposers participated. In the second stage (“Stage 2”), only the three Proposers who scored the highest in Stage 1 (“finalists”) were asked to participate. The three finalist Proposers will be asked to submit best and final Proposals, and if award is to be made it will be based on the best and final Proposal.

4.02 Proposal Receipt and Evaluation

A. Owner shall date and time stamp each Proposals upon receipt. Proposals will not be opened publicly, but may become public as described below.

B. Owner will open the Proposals, and perform a preliminary review to identify any patently defective Proposals. Owner action on defective Proposals may include refusal to evaluate such Proposals and elimination of Proposer submitting such Proposals from the Proposal process. Owner reserves all rights to take any action consistent with the requirements of this Document 00 1119 (Request for Proposals), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.

C. All Proposals from Proposers which remain after the preliminary review shall be evaluated by one or more Selection Committee(s), which will be comprised of individuals selected by the Owner. The Selection Committee(s) will review the Proposals and award points using the methodology described in this Document 00 1119.

4.04 Evaluation Factors/Best Value

A. Maximum Points for Each Evaluation Factor. For Stage 2, Owner will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below.

EVALUATION FACTORS		Maximum Points
I.	Compliance with the Design Criteria Document (refer to section 302.A, 302.B.4-6)	**50**
II.	Proposed Design Approach (refer to section 302.B.1-3)	**40**
III.	Project Management Plan (refer to section 302.C)	**30**
IV.	Design/Construction Schedule (refer to section 302.D)	**30**
V.	Life-Cycle Costs over 30 Years (refer to section 302.B.9)	**20**
VI.	Best Value	**50**
VII.	Interviews with the Board of County Commissioners	**100**
	Total Maximum	**320**

B. Evaluation Factor Description.

1. Factor # I: Compliance with the Design Criteria Document

   a. The DBE team will be evaluated on the compliance with the proposed technical solution against the Design Criteria Documents. This will include conformance with the architectural space program, room data sheets, and other technical information. Deviations from the criteria should be documented and an explanation included as to the reason for deviation.

2. Factor # II: Proposed Design Approach to Architectural Aesthetics, Design Innovation and Project Requirements.

   a. The Proposer whose proposed Project design, and approach to designing the Project, in a manner which provides Owner with the best combination of quality, utility, strategic approach to designing the project, architectural aesthetics of the proposed design solutions, and design innovation, while still complying with all Project Operational, Performance and quality requirements is determined by Owner to be the best, when compared with the design and approaches proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Owner.
   b. For purposes of this evaluation factor: The term “architectural aesthetics of the proposed design solutions” shall broadly encompass the totality of a Proposer’s proposed design approach and innovative solutions, including the quality and responsiveness of any Plans, Drawings, Schematics, Elevations, and similar Design Documents submitted with the Proposal. Presentation drawings which adequately depict the proposed appearance, functionality and layout of the facility are highly encouraged.

3. Factor # III: Project Management Plan

a. The Proposer whose Project Management Plan, including the clarity of the intent of each individual item and the continuity of all items comprising the overall plan is determined by Owner to be the most thorough, comprehensive, and likely to achieve the highest quality project, when compared with the draft management plans proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Owner.

4. Factor # IV: Preliminary Baseline Design/Construction Schedule.

a. The Proposer whose Preliminary CPM Schedule is determined by Owner to show a (i) recognition of and understanding of the tasks necessary to complete the Project, (ii) clear identification of the process requirements for each of the project stakeholders and all governing agencies that will affect the project, (iii) acknowledgement of critical milestones, and (iv) efficiencies that can be achieved in project delivery and also, (v) the earliest realistically achievable completion dates, when compared with the Preliminary Baseline Design/Construction Schedules proposed by the other Proposers, and which includes a Key Personnel staffing schedule consistent with the proposed progress of the Work, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Owner.

5. Factor # V: Life Cycle Costs over 30 Years

a. The Owner is interested in constructing new facilities whose sustainable design results in a low life cycle cost as calculated over a thirty (30) year period and in assessing realistically achievable ideas for costs savings / enhancements / and/or proposed systems to reduce the project's operating costs. As such, Owner will evaluate Each Proposer's Life-Cycle Cost (LCC) analysis and estimate the reasonably anticipated life cycle costs over 30 years associated with each Proposal, and taking into account (i) replacement costs of any systems/components whose service lives do not exceed 30 years, and (ii) annual price increases and present value discounts identified in paragraph 3.02B.9 above. The Proposer whose Proposal is (1) estimated to have the least expensive life-cycle costs over 30 years and (2) determined to contain the most realistic proposals for cost savings shall receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Owner.

6. Factor # VI: Best Value

a. The owner is interested in obtaining the highest quality, most effective facility at the lowest cost. Best value includes cost taking into account such factors as scheduling, quality, DBE vision for the project, facility efficiency, exterior aesthetics, meeting County strategic objectives and other factors as determined by the Owner.

7. Factor #: Interviews with the Board of County Commissioners:

a Following receipt and evaluation of Proposals, each of the three Proposers will be invited to a presentation to the Board of County Commissioners (BOCC). The interview/presentations are anticipated to take place on or about, August 8 & 9, 2017. At that time, each Proposer will have an opportunity to discuss its Proposal in detail with the BOCC. In these interviews, the Proposer and its team of contractors, architects, engineers, and specialty consultants will present the Proposal, and respond to questions from the BOCC. Each Proposer must have their proposed key personnel assigned to the ECCF Project present as the primary representatives during this process.

b Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the Proposer's responsibility, qualifications and financial ability, proposed designers, subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract

Documents and Proposer's proposed price to Owner's satisfaction within the prescribed time. Owner shall have the right to communicate directly with Proposers' Surety regarding Proposer's bonds.

4.05 Modification / Addition of RFP Procedures

A. Owner reserves the right to modify existing procedures and/or establish additional procedures for the Proposal process, and will notify all Proposers if Owner exercises this right.

ARTICLE 5 – AWARD

5.01 Notice of Intent to Award

A. If the Contract is to be awarded, Owner will notify the responsive Proposer whose Proposal is determined to provide the Best Value to the Owner. Owner shall issue Document 00 5050 (Notice of Intent to Award). Owner shall electronically mail the Notice to all finalist Proposers who submitted best and final Proposals and all parties who requested that the Owner provide such notice. The Notice shall identify the Design-Build Entity recommended for award.

5.02 Award of Contract

A. Upon completion of Owner's evaluation of all Proposals, including without limitation all required action by the Owner's Board of County Commissioners, Owner shall issue Document 00 5100 (Notice of Conditional Award), which shall identify the next-two highest ranked Proposers.

B. Document 00 5100 (Notice of Conditional Award) shall, among other things, identify which Additive ~~and Voluntary Enhancements~~ Alternates (if any) will be included in Work at time of award. All other ~~Enhancements~~ Alternates will ~~become~~ remain Alternates, each of which will be subject to acceptance by County at the respective prices, and until the respective dates (each, a "County Decision Point Date"), specified in the successful Proposer's final Document 00 4200 (Proposal Form) Schedules 1 and 1-A. ~~and 1-B~~.

5.03 Post-Notice of Conditional Award Requirements

A. After Notice of Conditional Award, the successful Design-Build Entity must submit the documents listed in items 1 and 4 below no later than 5:00 p.m. on the date that is five business days after issuance of Notice of Conditional Award, and the remaining documents listed below no later than 5:00 p.m. on the date that is seven (7) Days after receipt of all required consents from the DOF (see paragraph 1.05 above). Execution of the Contract is dependent upon approval of these documents:

1. Document 00 5200 (Agreement): To be executed by the successful Design-Build Entity. Submit three (3) copies, each bearing all required original signatures.
2. Document 00 6113.13 (County Performance Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 6113.13. Submit three (3) copies, each bearing all required original signatures.
3. Document 00 6113.16 (County Payment Bond Forms): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 6113.16. Submit three (3) copies, each bearing all required original signatures.
4. Document 00 6536 (Guaranty): To be executed by successful Design-Build Entity, in the form set forth in Document 00 6536 (Guaranty). three (3) copies, each bearing all required original signatures.
5. Insurance forms, documents, certificates and endorsements required by Document 00 7316 (Insurance). Submit one (1) copy, each bearing all required original signatures.
6. Any other document specified in Document 00 5100 (Notice of Conditional Award).

5.04 Failure to Execute and Deliver Documents

A. If the Design-Build Entity to whom the Contract is awarded fails or neglects to execute and deliver all required Contract Documents including bonds, insurance certificates and other documents, as

required in paragraph 5.03 above, Owner may, in its sole discretion, deposit the Design-Build Entity's surety bond, cashier's check or certified check for collection, and retain the proceeds as liquidated damages for Design-Build Entity's failure to enter into the Contract Documents. Design-Build Entity agrees that calculating the damages Owner may suffer as a result of the Design-Build Entity's failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Design-Build Entity's required Proposal security shall be the agreed and presumed amount of Owner's damages.

5.05 Right to Reject Proposals

A. Owner may reject any and all Proposals and waive any informalities or minor irregularities in the Proposals at its sole discretion. Owner also reserves the right, in its discretion, to reject any or all Proposals and to re-issue a new Request for Proposals for the Project. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Proposals, request other proposals and to reject the Proposal of any Design-Build Entity if Owner believes that it would not be in the best interest of the Owner to make an award to that Design-Build Entity, whether because the Proposal is not responsive or the Design-Build Entity is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the Work, to the fullest extent permitted by law. For purposes of this paragraph, an unbalanced Proposal is one having nominal prices for some work items and enhanced prices for other work items.

ARTICLE 6 – GENERAL CONDITIONS AND REQUIREMENTS

6.01 Contact Information

Mailing and street address of Owner's main office:

ATTN: Tamyra Jarvis, Director, Escambia County Corrections
2251 North Palafox Street
Pensacola, FL 32501
Telephone: 850-595-3110
Fax: 850-595-3510
Email: tsjarvis@co.escamba.fl.us

6.02 Wage Rates

A. Comply with the Davis-Bacon Wage Rates. Refer to section 00 4343.

6.03 Equal Employment Opportunity

A. Design-Build Entity shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

6.04 Ownership of Documents

A. All materials, including copyrights for original design work, submitted by Design-Build Entity in response to this Request for Proposals shall become the property of the Owner.

6.05 Public Records Act Requests

A. Pursuant to Florida Statute 119 "Public Records", Owner will make available to the public Design-Build Entity's Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 1119, and all subsequent Proposal evaluation information. Any submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, Owner will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Design-Build Entity. Any such trade secrets or proprietary financial information that a Design-Build Entity believes should be exempted from disclosure shall

be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

B. Upon a request for records regarding a Proposal, Owner will notify Design-Build Entity involved within ten days from receipt of the request of a specific time when the records will be made available for inspection. If the Design-Build Entity timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Design-Build Entity determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Design-Build Entity shall take all appropriate legal action and defend Owner's refusal to produce the information in all forums; otherwise, Owner will make such information available to the extent required by applicable law, without restriction.

C. All materials included with and Information disclosed in the Proposal and the attendant submissions are the property of Owner. Subject to the Florida requirements in the Statute 119 "Public Records", reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

6.06 Definitions

A. Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in Document 00 7200 (General Terms and Conditions) or Specifications Section 00 7100 (References and Definitions).

END OF DOCUMENT

Escambia County Correctional Facility

Phase 6 Billing Schedule - revised December 18, 2017

Total Phase 6 Fee $ 925,100

Month #	Billing Month	Percent Complete per month	Overall Percent complete	Invoice Fee amount	Major activities for the month
1	Nov-17	0%	0%	$ -	Meeting with GRW to review structural
2	Dec-17	2%	2%	$ 18,502	Attending two BOCC & Caddell mtgs.
3	Jan-18	4%	6%	$ 37,004	NTP/Design meetings and reviews
4	Feb-18	4%	10%	$ 37,004	Design meetings and reviews
5	Mar-18	4%	14%	$ 37,004	Design meetings and reviews
6	Apr-18	4%	18%	$ 37,004	Design meetings and reviews
7	May-18	4%	22%	$ 37,004	Design meetings and reviews
8	Jun-18	4%	26%	$ 37,004	Design meetings and reviews
9	Jul-18	4%	30%	$ 37,004	Design meetings and reviews
10	Aug-18	4%	34%	$ 37,004	Consolidated set issued
11	Sep-18	4%	38%	$ 37,004	Construction phase and OAC mtgs.
12	Oct-18	3%	41%	$ 27,753	Construction phase and OAC mtgs.
13	Nov-18	3%	44%	$ 27,753	Construction phase and OAC mtgs.
14	Dec-18	3%	47%	$ 27,753	Construction phase and OAC mtgs.
15	Jan-19	3%	50%	$ 27,753	Construction phase and OAC mtgs.
16	Feb-19	3%	53%	$ 27,753	Construction phase and OAC mtgs.
17	Mar-19	3%	56%	$ 27,753	Construction phase and OAC mtgs.
18	Apr-19	3%	59%	$ 27,753	Construction phase and OAC mtgs.
19	May-19	3%	62%	$ 27,753	Construction phase and OAC mtgs.
20	Jun-19	3%	65%	$ 27,753	Construction phase and OAC mtgs.
21	Jul-19	3%	68%	$ 27,753	Construction phase and OAC mtgs.
22	Aug-19	3%	71%	$ 27,753	Construction phase and OAC mtgs.
23	Sep-19	3%	74%	$ 27,753	Construction phase and OAC mtgs.
24	Oct-19	3%	77%	$ 27,753	Construction phase and OAC mtgs.
25	Nov-19	3%	80%	$ 27,753	Construction phase and OAC mtgs.
26	Dec-19	3%	83%	$ 27,753	Construction phase and OAC mtgs.
27	Jan-20	3%	86%	$ 27,753	Construction phase and OAC mtgs.
28	Feb-20	4%	90%	$ 37,004	Construction phase and OAC mtgs.
29	Mar-20	5%	95%	$ 46,255	Construction phase and OAC mtgs.
30	Apr-20	5%	100%	$ 46,255	April 30, Substantial Completion