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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – August 2, 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 Underhill

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamation.

   Recommendation: That the Board adopt the Proclamation commending and congratulating Dannah Nelson, a paramedic in the Division of Emergency Medical Services in the Public Safety Department, on her selection as "Employee of the Month" for August 2018.

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

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

8. 5:31 p.m. Public Hearing for Consideration of Adopting an Ordinance Authorizing a Nonbinding County-wide Referendum to Be Held November 6, 2018

   Recommendation: That the Board adopt an Ordinance authorizing a nonbinding County-wide referendum to be held November 6, 2018, regarding the Board's policy on Pensacola Beach leasehold properties.

9. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the May 2018 Returns Received in June 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2018 returns received in the month of June 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the ninth month of collections for the Fiscal Year 2018; total collections for the month of May 2018 returns was $1,102,308.57; this is a 1.46% decrease over the May 2017 returns; total collections year to date are 4.29% more than the comparable timeframe in Fiscal Year 2017.

2. Recommendation Concerning Acceptance of the June 30, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2018, as required by Ordinance Number 95-13; on June 30, 2018, the portfolio market value was $369,764,008 and portfolio earnings totaled $372,121 for the month; the short-term portfolio yield of 1.56%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.90%; the long-term CORE portfolio achieved a yield of 2.60%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.58%.

3. Recommendation Concerning Notice of Intent by the Escambia Clerk of Court to Initiate Forfeiture Against Unclaimed Monies

That the Board accept, for filing with the Board's Minutes, the certified proof of publication of the advertisement of the Notice of Intent by the Escambia Clerk of Court to initiate forfeiture by September 1, 2018, against unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller, as published in The Escambia Sun Press on July 19, 2018.

4. Recommendation Concerning a Document Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the executed Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County BOCC for Contract Number 16HM-H4-01-27-01-452, based on the Board's action of June 16, 2016, authorizing the Chairman to sign, subject to Legal review and sign-off, any subsequent grant-related documents related to the Bristol Creek/Bristol Park/Ashbury Hills Area Project Number 4177-08-R.

5. 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 Budget Committee of the Whole Workshop held July 10 and 11, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held July 12, 2018;

C. Approve the Minutes of the Special Joint Meeting with the Escambia County Board of County Commissioners and the Santa Rosa Island Authority Board held July 17, 2018;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 19, 2018; and

E. Approve the Minutes of the Regular Board Meeting held July 19, 2018.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on July 10, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on July 10, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2018-07 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	***Z-2018-07***
Address:	8300 Block Klondike Road
Property Reference No.:	14-1S-31-2301-000-000; 14-1S-31-2301-001-001
Property Size:	46.26 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Dan L. Livingston, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Clyde Wilhite, Rebecca Fiorello, John Keith, Diane Keith, Robert Fiorello, John Coe, Larry Downs, Jr., Gary Batchelor, Wanda Cohoon, Wyndall Williams, Kristi Coe, Ethan Manns, Robert Seely, Howard Grimes, Tracy Bellamy, James Miller, Debra Donnalley, Tracy Grepke, Michelle Sauls, Fredrick Friedl, Neil Richards, Frank Wilson, Toni Dunn, Ann Arnold

2. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on July 10, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1 to Provide for an Amendment to the 2030 Future Land Use Map - LSA-2018-01

   That the Board of County Commissioners (BCC) cancel the 5:46 p.m., Public Hearing scheduled to review and transmit to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU Map, for the specific parcel, requesting to change the existing Future Land Use (FLU) designation from Agricultural (AG) to Rural Community (RC), located at 900 Block Hwy 97, LSA-2018-01.

4. 5:47 p.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 5570 Bellview Avenue, Pensacola, FL, McDirt Concrete Recycling Facility

   That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 5570 Bellview Avenue, Pensacola, FL, owned by McDirt Industries, Inc.

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Shipping Containers

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4 to allow alternative uses of standard industrial shipping containers.

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

   That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for GAC McDavid Borrow Pit, located at 107 Sigler Road, property reference number 34-5N-31-4101-000-004.

7. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial District, Subsections 3-2.11(a), 3-2.11(b), 3-2.11(b)(6), 3-2.11(c), 3-2.11(d)(8), 3-2.11(g)

   That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial district (HC/LI), Subsection 3-2.11(a), Purpose; Subsection 3-2.11(b), Permitted Uses; Subsection 3-2.11(b)(6), Industrial and Related; Subsection 3-2.11(c) Conditional Uses; Subsection 3-1.22(d)(8), Site and Building Requirements, Other Requirements; creating Subsection 3-2.11(g), Performance Standards for Certain Parcels, to address industrial uses which are zoned HC/LI and located within Mixed-Use Suburban (MU-S) Future Land Use category.

   This hearing serves as the second of two public hearings.

II. Action Item

1. Recommendation Concerning Final Plat Mossy Oak Villas Permit FP#18061882

   That the Board take the following action concerning recording of Mossy Oak Villas (an 18-lot private residential townhome subdivision), located in the Ferry Pass Community and lying south of E. Johnson Avenue and east of Tippin Avenue. Owned and developed by J. Wyatt Properties, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

   A. Approve the final plat for recording; and

   B. Approve the street name “Mossy Oak Villas Circle."

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

September 6, 2018

5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following rezoning case to be heard by the Planning Board on August 7, 2018.

Case No.:	**Z-2018-10**
Address:	9600 Block Rebel Road
Property Reference No.:	07-1S-31-1220-000-002
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District	1
Requested by:	Kerry Anne Schultz, Agent for Marian Hendrix, Trustee of the Hendrix Family Trust, Owner

5:46 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2018-01

Summary: The applicant is requesting a Future Land Use (FLU) Map amendment to change the FLU category from AG to RC. The FLU change is proposed to change the allowed density and accommodate the development of a residential subdivision of approximately 38 dwelling units. The 210 (+/-) acres parcel is located about one and a half miles West of Hwy 29 and North of Hwy 97. The current zoning designation of the referenced parcel is Agricultural (Agr); the applicant is concurrently requesting a rezoning from Agr to Rural Residential (RR).

5:47 p.m. - A Public Hearing - Lot Width Solution Ordinance

Summary: LDC amendment to specify minimum widths for new lots fronting curved rights-of-way.

5:48 p.m. - A Public Hearing - DSM Ordinance

Summary: Changes to Chapter 1, Design Standards Manual (DSM) Chapter 1, Engineering, concerning stormwater ponds, Minor Subdivisions, stormwater management plans, roadway design, removing a reference to density bonus. LDC, Chapter 6 definitions, adding definition for conveyance system.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Change of Broker of Record for Boston Mutual Life Insurance - Eric Kleinert, Human Resources Department Director

   That the Board take the following action concerning the Broker of Record for Boston Mutual Life Insurance:

   A. Approve the change for the Broker of Record for Boston Mutual Life Insurance Company to National Benefits Group of America; and

   B. Authorize the County Administrator to sign the Agreement Letter authorizing the changing of the Broker of Record for Boston Mutual Life Insurance Company to National Benefits Group of America.

2. Recommendation Concerning a Site Access Agreement with the State of Florida, Department of Environmental Protection to Conduct an Environmental Assessment of Property at 601 Highway 297-A - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board take the following action concerning the Site Access Agreement for property at 601 Highway 297-A:

   A. Approve the Site Access Agreement to allow the State of Florida, Department of Environmental Protection (FDEP) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the FDEP and its contractor; and

   B. Authorize the Chairman to sign the Agreement and subsequent documents related to the project, subject to Legal review and sign-off.

3. Recommendation Concerning the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Selina Barnes, Interim Department Director

   That the Board take the following action concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

   A. Approve the Cooperative Agreement; and

   B. Authorize the Chairman to sign the Agreement.

4. Recommendation Concerning Amendments to Standard Construction Contracts - Paul Nobles, Purchasing Manager, Office of Purchasing

   That the Board approve amendments to the Standard Construction Contracts as follows:

   Form A: A/E Designed - Exhibit A, General Terms and Conditions, Section 4.5;

   Form B: Construction - Exhibit A, General Terms and Conditions, Section 4.5;

   Form C: Design/Build - Exhibit A, General Terms and Conditions, Section 3.5;

   Form D: Road/Drainage - Exhibit A, General Terms and Conditions, Section 4.5; and

   Form I: Bridges/Docks/Boat Ramps - Exhibit A, General Terms and Conditions, Section 4.5.

5. Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy Jones, P.E., Public Works Department Director

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

6. Recommendation Concerning Legislative Funding Initiative for Florida Estuary Programs - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning a legislative funding initiative for Florida Estuary Programs:

A. Support allocating State funding for the Pensacola/Perdido, Choctawhatchee, and St. Andrew Bays Estuary Programs and Florida National Estuary Programs as a legislative priority;

B. Authorize staff to work with the Northwest Florida delegation on this initiative; and

C. Authorize staff to work with and utilize the County's lobbyist for this initiative.

II. Budget/Finance Consent Agenda

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

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

2. Recommendation Concerning the Escambia Consortium 2018 Annual Action Plan - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board take the following action concerning the Escambia Consortium Florida 2018 Annual Action Plan:

   A. Approve the Escambia Consortium Florida 2018 Annual Action Plan for Housing and Community Development, detailing the use of 2018 Community Development Block Grant (CDBG) funds in the amount of $1,552,350 and 2018 HOME Investment Partnerships Program (HOME) funds in the amount of $1,199,416; and

   B. Authorize the County Administrator to execute all Escambia Consortium Florida 2018 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2018 CDBG and 2018 HOME Programs.

   [Funding: Fund 129/CDBG, Cost Centers 370232 and 370233; Fund 147/HOME, Cost Center 370270]

3. Recommendation Concerning Local Program Administrative Support Grant Application and Agreement with the Florida Commission for the Transportation Disadvantaged - Mike Crittenden, Director Mass Transit

   That the Board adopt and authorize the Chairman to sign the Resolution which approves and authorizes the County Administrator to sign the Local Program Administrative Support Grant Application Form and Support Agreement with the Florida Commission for the Transportation Disadvantaged.

4. Recommendation Concerning an Agreement between Escambia County Board of County Commissioners and the West Florida Regional Planning Council - Mike Crittenden, Director, Mass Transit

   That the Board take the following action:

   A. Approve the Local Transportation Disadvantaged Program Administrative Support Agreement between the Escambia County Board of County Commissioners and the West Florida Regional Planning Council; and

   B. Authorize the County Administrator to execute the Agreement.

5. Recommendation Concerning Pitney Bowes Digital Mailing System Lease Agreement, State of Florida Contract #44102100-17-1 - Michael D. Weaver, Public Safety Department Director

   That the Board approve and authorize the Chairman to sign the Lease Agreement with Pitney Bowes, per State of Florida Contract # 44102100-17-1, for the Pitney Bowes digital mailing system for the Emergency Medical Services (EMS) Billing Office, for 48 months at the monthly cost of $848.15.

   [Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330603, EMS Billing]

6. Recommendation Concerning a Temporary License Agreement with A&B Electric Company, Inc., for Use of County-Owned Property for Staging Electrical Equipment for Jail Construction - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning a Temporary License Agreement with A&B Electric Company, Inc., for use of County-owned property for staging electrical equipment for jail construction:

A. Approve the Temporary License Agreement with A&B Electric Company, Inc., for use of County-owned property for staging electrical equipment for jail construction, to allow A&B Electric Company, Inc., to pay $400 rent, plus the applicable rental tax (currently 7.3%), for a total of $429.20 per unit, per month, for use of the units located at: 3030 North Pace Boulevard and 3050 North Pace Boulevard, on a month-to-month basis until such time as construction is completed, or the shopping center is set for demolition, whichever occurs first; and

B. Authorize the Chairman to sign the Agreement, without further action of the Board.

7. Recommendation Concerning Supplemental Budget Amendment #053 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #053, Article V Fund (115), in the amount of ($328,982), to recognize an adjustment to the fund balances from prior years due to amended revenue recording entries for Santa Rosa, Okaloosa, and Walton Counties, and to appropriate this adjustment in the Fiscal Year 2017/2018 State Attorney, Public Defender, and Court Technology Budgets.

8. Recommendation ConcerningSupplemental Budget Amendment #157 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #157, General Fund (001), in the amount of $28,568, to recognize the Sheriff's off-duty officer, auto repairs, investigative costs, and miscellaneous reimbursements/fees; and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

9. Recommendation Concerning Temporary Labor Services for the Escambia County Board of County Commissioners - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per Specification Number PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., and authorize the County Administrator to sign the Agreement for Temporary Labor Services with Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months, in the approximate amount of $3,200,000 (projected Fiscal Year 2018-2019 Budget), per the following:

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - $2,500,000; effective upon award and execution of the Agreement, and;

B. Lot 2 - Temporary Labor Services for the Bob Sykes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - $410,000; effective September 01, 2018, and;

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - $300,000; effective at the beginning of the 2018-2019 Fiscal Year Budget.

[Funding:
Lot 1:

- Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.
- Community Affairs - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.
- Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370232, 2018 CDBG Other; Object Code 53401, Other Contractual Services; $10,000.
- County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.
- Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.
- Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.
- Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76.
- Public Works Engineering - Fund Code 352, LOST III; Cost Center

210107, Transportation & Drainage; Object Code 53401, Other Contractual Services; $200,000.

- Public Works Engineering - Fund Code 353, LOST IV; Cost Center 210106,; Object Code 53401, Other Contractual Services; $200,000.
- Parks & Recreation - Fund Code 352, LOST III; Cost Center 360229; Object Code 53401, Other Contractual Services; $117,372.17.
- Development Services - Fund Code 116, Development Review Fee; Cost Center 211902, Development Engineering; Object Code 53401, Other Contractual Services; $60,000.
- Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $ 5,000.
- Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.
- Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.
- Fund Code 102, Economic Development Fund; Cost Center 360704, Econ Dev Operating; Object Code 53401, Other Contractual Services; $35,000.
- Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $5,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; $15,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $39,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $58,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $110,000.
- Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.
- Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $80,000.
- County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $8,000.

Lot 2: $410,000

Fund Number 167; Cost Center 140301; Object Code 53401, Other Contractual Services.

Lot 3: $300,150
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services.]

10. Recommendation Concerning Contract Award for Part-Time Physician Services, Escambia County Jail - 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 George A. Smith, M.D., per the terms and conditions of PD 17-18.034, Part-Time Physician Services, Escambia County Jail, for a term of 36 months, with an option to renew for two successive twelve-month periods, in the amount of $110 per hour, for the satisfactory performance of 20 or less hours per week of physician services at the Escambia County Jail. The annual contract amount for all services performed shall not exceed the maximum amount of $105,600 per year.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101]

11. Recommendation Concerning a Change Order on Contract PD 14-15.017, to Roads, Inc. of NWF for the Olive Road East Multi-Lane Reconstruction and Drainage Project, Phase 1 - Joy Jones, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following closeout Change Order to Roads, Inc. of NWF, in the amount of $25,042.49, on Contract PD 14-15.017, for the Olive Road East Multi-Lane Reconstruction and Drainage Project, Phase 1:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$25,042.49
Vendor:	Roads, Inc. of NWF
Project Name:	Olive Road East Multi-Lane Reconstruction and Drainage Project, Phase 1
Contract:	PD 14-15.017
PO#:	150986
CO#:	6
Original Contract Award:	$4,531,541.13
Cumulative Amount of Change Orders Through this CO:	$830,458.82
New Contract Amount:	$5,361,999.95

[Funding Source: Fund 352, "Local Option Sales Tax," Account 210107, Object Code 56301, Project #15EN3244.

12. Recommendation Concerning a Change Order to Volkert, Inc., on Contract PD 15-16.007, Pensacola Beach Congestion Management Plan - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning a No Cost Increase Change Order to Volkert, Inc., on Contract PD 15-16.007, Pensacola Beach Congestion Management Plan:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Transferring Funds
Amount:	$0.00
Vendor:	Volkert, Inc.
Project Name:	Pensacola Beach Congestion Management Plan
Contract:	PD 15-16.007
PO#:	161017
CO#:	3
Original Contract Award:	$463,227.00
Cumulative Amount of Change Orders Through this CO:	$1,297,772.33
New Contract Amount:	$1,760,999.33

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Project #15EN3344; and Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Object Code 56301, Project #18EN0224]

13. Recommendation Concerning the Issuance of Fiscal Year 2017/2018 Purchase Orders in Excess of $50,000, for the Public Works Department - Joy Jones, P.E., Public Works Department Director

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

Vendor/Contractor	Amount	Contract Number
The McPherson Companies, Inc. Vendor Number 130667 Fuel for Pensacola Beach Public Works Fund 001 General Fund Cost Center 211401	$85,000	Fuel for Pensacola Beach Public Works

14. Recommendation Concerning the Federal Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation - Cathy White, Director of Case Management, Court Administration

That the Board take the following action concerning the Federal Fiscal Year (FY) 2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation:

A. Approve and authorize the Chairman to sign the Certificate of Participation;

B. Approve and authorize the Chairman to sign the 51% letter of support for the distribution of Grant funding;

C. Approve and authorize the Escambia County Administrator, Jack R. Brown, to sign the Certifications and Assurances by the Chief Executive of the Applicant Government; and

D. Approve and authorize the Escambia County Attorney, Alison Rogers, to sign the Certification of Compliance with 8 U.S.C . §1373 by Prospective Subrecipient: Recipient State subaward to a Local Government.

[The funds are made available through the Federal FY 2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation for the period beginning October 1, 2017, and terminating September 30, 2018. There is no cost to the County]

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 Florida Statute 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

   A. Beulah Middle School PTSA, in the amount of $2,500;

   B. Escambia County School District, in the amount of $2,500;

   C. Water and Youth Safety Pensacola, in the amount of $2,500; and

   D. Junior Achievement of Northwest Florida, Inc., 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 58201]

2. Recommendation Concerning the Draft Florida-Alabama Transportation Planning Organization Fiscal Year 2020-2024 Project Priorities - Joy Jones, P.E., Public Works Department Director

   That the Board discuss the draft Florida-Alabama Transportation Planning Organization Fiscal Year 2020-2024 Project Priorities.

3. Recommendation Concerning the Acquisition of Real Property Located at 9980 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board either approve, by super majority vote, or deny the following action:

A. Authorize the purchase of real property located at 9980 Bristol Park Road from James A. & Sandra K. Riddell, for the Bristol Park - Ashbury Hills Area Project for the average of the County's appraised value of $300,000 and the owner's provided appraisal of $296,600, which equals $298,300;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.88 acres) located at 9980 Bristol Park Road, from James A. & Sandra K. Riddell, and to bring the executed Contract back before the Board; 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 (if the purchase is approved).

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

This Property is located in Commission District 5.

4. Recommendation Concerning the Acquisition of Real Property Located at 10010 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board either approve, by super majority vote, or deny the following action:

A. Authorize the purchase of real property located at 10010 Bristol Park Road from Emory G. and Dana Jo Shelley, for the Bristol Park - Ashbury Hills Area Project for $329,000, which is the average of the County's appraised value of $320,000 and the owner's provided appraisal of $338,000;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.77 acres) located at 10010 Bristol Park Road, from Emory G. and Dana Jo Shelley, and to bring the executed Contract back before the Board; 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 (if the purchase is approved).

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

This Property is located in Commission District 5.

5. Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy Jones, P.E., Public Works Department Director

That the Board approve the reallocation of funds from Fund 352, LOST III, Cost Center 210107, "Transportation and Drainage (T&D)," in the amount of $84,331, to the following projects within Commission District 2:

FROM:

Type	Description	District	Amount	Description
T	Grande Lagoon	2	$59,331	$428,157 was budgeted for construction for the Grande Lagoon Drainage Improvements - Phase II project. The awarded bid for construction was $275,420, of which $152,737 remains. Transferring to Beach Haven Project for Change Order for construction.
D	Jackson Lakes Maintenance	2	$25,000	LOST Funds were not utilized for Jackson Lake Maintenance Project because it was funded through FEMA Fund 112 "Disaster Recovery Fund." Transferring funds to Talladega Trail for a house demolition and to grade lot to promote drainage in the area. House was damaged during the April 2014 Flood Event and purchased by the county.
			$84,331	**Total to Transfer**

TO:

Type	Description	District	Amount	Description
T	Beach Haven	2	$59,331	Transfer funds to pay for Change Order for Construction. Change Order Amount $249,750.37; available funds in project $198,454.23. This Change Order is for dewatering for roadway construction and additional 6” GAB is necessary in certain high-water table areas. The additional Graded Aggregate Base (GAB) for this Change Order is for Lownde, Wayne, and portions of Cairo and Lamar Avenues. Environmental staff and Engineer of Record (EOR) have approved using sod to help stabilize pond banks. To offset sod

				cost, a percentage of littoral zones 1 and 2 will be deducted. This Change Order also requests funds to install new mailboxes which were not included in the original bid. Change Order will not be more than 10% of the contract amount and will not require Board approval.
D	Talladega Trail	2	$25,000	Transfer funds to pay for house demolition and grading lot to ensure proper drainage in the area. House was damaged during the April 2014 Flood Event and purchased by the County.
			$84,331	**Total to Transfer**

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107]

6. Recommendation Concerning the Confirmation of William R. Powell as Director of Corrections - Jack R. Brown, County Administrator

That the Board confirm the hiring of William R. Powell as the Director of Corrections to include the following: an annual salary of $124,173.50 per year; classified as Special Risk Class for retirement purposes; use of a County vehicle; up to $5,000 for relocation expenses, based on the lowest of three written quotes; and the same benefits that other County employees receive, such as insurance and leave accurals, effective September 1, 2018. This position is currently budgeted in the Fiscal Year 2017-2018 Budget and replaces Tamyra Jarvis, former Director of Corrections, who resigned on March 30, 2018.

[Funding: Fund 001, Gereral Fund, Cost Center 290301, Object Code 51101 or 51201]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances Relating to Pensacola Beach Dog Park.

   That the Board authorize the scheduling of a Public Hearing on August 16, 2018, at 5:33 p.m. to consider amending Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances regarding the Pensacola Beach Dog Park to extend "Park East" by 100 feet to the east and 100 feet to the west.

2. Recommendation Concerning Ratifying the Filing of a Motion to Amend Answer and to Assert Counterclaim Against *Andrea N. Minyard, M.D. and to Bring a Claim Against Gulf Coast Autopsy Physicians, P.A. as an Additional Counterclaim Defendant.*

   That the Board take the following action:

   A. Ratify the filing of a motion to amend answer and to assert counterclaim against Andrea N. Minyard, M.D. and to bring a claim against Gulf Coast Autopsy Physicians, P.A. as an additional counterclaim defendant; and

   B. Ratify and authorize the County Attorney's Office to seek the granting of the motion and prosecute a counterclaim against Andrea N. Minyard, M.D. and Gulf Coast Autopsy Physicians, P.A.

3. Recommendation Concerning Brownsville Assembly of God Church Agreement With a Reverter Condition of the X Street Parcel Vacated by the County.

That the Board take the following action:

A. Approve and authorize the Chairman to execute the Agreement with a reverter condition of the X Street parcel vacated by the County;

B. Accept the attached letter from The Paces Foundation committing to allow pedestrian access from Gonzales and X Street through the property;

C. Authorize the correction of a scrivener's error in the legal description set forth in Resolution R2018-71, which was approved by the Board on July 5, 2018, and amend the sixth word in the second paragraph of the legal description from "easterly" to "westerly" to accurately reflect the area vacated by the Board; and

D. Approve an amendment to the release of the County's surface and subsurface rights associated with the retained fractional interest in the phosphates, minerals, metals and petroleum in that parcel to be conveyed by the County, and authorize the deed conveyed by the County to include the following paragraph:

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property, pursuant to Section 270.11, Florida Statutes; however, the foregoing reservation shall not include, and Grantor hereby releases, any right of access over and across the surface estate and any privilege to mine, develop or otherwise explore in, on or under the Property.

II. For Discussion

1. Recommendation Concerning the Escambia County Health Facilities Authority Monetary Contribution for the Expansion of the Lakeview Center's Century Clinic Facility.

That the Board take the following action:

A. Adopt and authorize the Chairman to sign the attached Resolution commending the Health Facilities Authority for its generous monetary contribution of up to $2 million to the Lakeview Center's Century Clinic facility; and

B. Approve and authorize the Chairman to sign the attached Memorandum of Agreement between Escambia County and the Escambia County Health Facilities Authority.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14473 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 08/02/2018
Issue: Adoption of Proclamation
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Dannah Nelson, a paramedic in the Division of Emergency Medical Services in the Public Safety Department, on her selection as "Employee of the Month" for August 2018.

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

Dannah Nelson EOM August 2018

PROCLAMATION

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

***WHEREAS**, Dannah Nelson, a paramedic in the Emergency Medical Services Division of the Public Safety Department, began her employment with the County on November 29, 2013, and is selected for "Employee of the Month" for August 2018, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Ms. Nelson serves as an Emergency Medical Specialist-Paramedic as the lead crew member aboard "Medic Truck" and performs basic and advanced life support to the sick and injured; and*

***WHEREAS**, on Tuesday, June19, 2018, Paramedic Dannah Nelson responded aboard Medic 52 to Pensacola Beach for a multiple swimmers in distress emergency call. Paramedic Nelson's medic unit arrived on-scene two minutes from time of dispatch and quickly assessed the situation. The incident had a total of six patients/victims and constituted a mass casualty incident; and*

***WHEREAS**, Paramedic Nelson assumed charge of the medical response and coordinated the care of all six patients. Her communication to dispatch regarding the number and condition of patients allowed for appropriate resources to be marshalled to the scene; and*

***WHEREAS**, Paramedic Nelson's actions have been recognized by multiple agencies on the scene. Her calm presence and accurate surveying of the scene allowed for the best care to be rendered to these patients. Although patient care is an expectation of all of the County's EMTs and Paramedics, this incident highlights the amazing talents of the County's Emergency Medical Services Division and the Public Safety Department as a whole, for its ability to mitigate any incident, at any time, and in any place.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Dannah Nelson on her selection as the "Employee of the Month" for August 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: August 2, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14549 **Public Hearings 8.**

BCC Regular Meeting

Meeting Date: 08/02/2018

Issue: 5:31 p.m. Public Hearing to Consider an Ordinance Authorizing a Nonbinding County-wide Referendum to be Held November 6, 2018

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for Consideration of Adopting an Ordinance Authorizing a Nonbinding County-wide Referendum to Be Held November 6, 2018

Recommendation: That the Board adopt an Ordinance authorizing a nonbinding County-wide referendum to be held November 6, 2018, regarding the Board's policy on Pensacola Beach leasehold properties.

BACKGROUND:

On June 21, 2018, the Board scheduled and directed the County Attorney's Office to draft an Ordinance placing referendum language on the November 6, 2018, general election ballot and to bring forward a public hearing on that proposed ordinance Both the original language and the July 19, 2018, language appear in the backup.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers had drafted the attached ordinance. The Ordinance was advertised in the Saturday, July 21st edition of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance
Draft Minutes - July 19, 2018
Commissioner Robinson's Proposed Ballot Language

ORDINANCE 2018-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, DIRECTING THE SUPERVISOR OF ELECTIONS TO PLACE A NONBINDING REFERENDUM ON THE NOVEMBER 6, 2018, GENERAL ELECTION BALLOT; PROVIDING BALLOT LANGUAGE THAT ASKS THE VOTERS IN A NONBINDING REFERENDUM WHETHER THEY AGREE WITH THE BOARD'S ACTION OF JUNE 21, 2018, WHEN IT RESOLVED TO PROHIBIT NEW PRIVATE LEASEHOLDS ON CERTAIN AREAS OF SANTA ROSA ISLAND, TO TAKE NO POSITION ON FEE SIMPLE OWNERSHIP ON SANTA ROSA ISLAND, AND TO REQUIRE UNANIMOUS VOTE OF THE BOARD TO CHANGE THIS POLICY; REQUIRING ADVERTISEMENT OF THE REFERENDUM IN ACCORDANCE WITH LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 101.161(1), Fla. Stat. (2017), the Board of County Commissioners may direct the Supervisor of Elections to place a referendum on a ballot by enabling ordinance; and

WHEREAS, the Board finds there has been great public interest in the preservation of historically undeveloped lands on Santa Rosa Island within Escambia County; and

WHEREAS, on June 21, 2018, the Board of County Commissioners adopted Resolution 2018-69 in which the Board resolved to take no position on fee simple ownership of leasehold properties on Santa Rosa Island, to prohibit new private leaseholds on previously undeveloped areas of Santa Rosa Island and to require a unanimous vote of the Board to overturn these positions; and

WHEREAS, on June 21, 2018, the Board voted to hold a nonbinding referendum of the voters of Escambia County to determine the extent to which they agree or disagree with this policy; and

WHEREAS, holding a nonbinding referendum on this matter of great public

importance will allow the Board to ensure its policy is consistent with the will of the electorate of Escambia County.

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

Section 1. Recitals. The aforementioned recitals are hereby incorporated into this ordinance as a statement of the legislative intent of the Board of County Commissioners in enacting this ordinance.

Section 2. Escambia County Resolution. On June 21, 2018, the Board of County Commissioners adopted Resolution 2018-69 that set forth the Board's policy to prohibit new private leaseholds on certain areas of Santa Rosa Island, to take no position on fee simple ownership on Santa Rosa Island and to require a unanimous vote of the Board to change these positions. A copy of Resolution 2018-69 can be seen on the websites of the Board of County Commissioners (https://www.myescambia.com) and the Clerk of Court (http://www.escambiaclerk.com/clerk/index.aspx) and is attached and incorporated with this Ordinance as Exhibit A.

Section 3. Holding Election. The Supervisor of Elections of Escambia County is hereby directed to hold a referendum election required by this Ordinance on November 6, 2018.

Section 4. Nonbinding Referendum. This referendum shall serve as a nonbinding referendum and shall so state on the face of the ballot. *Gretna Racing, LLC v. Department of Business and Professional Regulation*, 178 So. 3d 15, 29 (Fla. 1st DCA 2015), *City of Miami v. Staats*, 919 So. 2d 485 (Fla. 3d DCA 2005).

Section 5. Ballot Question. The Supervisor of Elections of Escambia County shall cause the following referendum question to be placed on the November 6, 2018,

General Election ballot as required by this Ordinance:

NONBINDING REFERENDUM ON ESCAMBIA COUNTY
POLICY FOR PRESERVATION OF SANTA ROSA ISLAND

ON JUNE 21, 2018, THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTED A POLICY TO PROHIBIT ANY PRIVATIZATION THROUGH SALE OR LEASE OF CURRENTLY UNLEASED PROPERTIES, ESPECIALLY CONSERVATION AND PRESERVATION PROPERTIES ON SANTA ROSA ISLAND. THE RESOLUTION ALSO CONFIRMS THE COUNTY HAS NO CURRENT POSITION ON FEE SIMPLE. DO YOU SUPPORT THIS ESCAMBIA COUNTY POLICY?

_____ YES

_____ NO

Section 6. Advertisement. The Board of County Commissioners shall ensure that notice of the referendum required by this Ordinance shall be advertised in accordance with the provisions of section 100.342, Fla. Stat. (2017), or other applicable law.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 8. Effective Date. This ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE: _____

DRAFT

Escambia County
Clerk's Original

6/21/2018 CAT II-2

RESOLUTION NUMBER R2018-69

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO PRESERVE AND PROTECT THE CHARACTER OF EXISTING PUBLIC AREAS ON SANTA ROSA ISLAND; PRECLUDING THE CREATION AND CONVEYANCE OF NEW PRIVATE LEASEHOLDS; PROVIDING ENHANCED PROTECTIONS FOR BEACH AREAS; PROVIDING A STATEMENT OF POLICY TO GUIDE FUTURE MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS AND SANTA ROSA ISLAND AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

Date: 6/25/2018 Verified By:

WHEREAS, Escambia County is the owner of approximately 4800 acres on Santa Rosa Island, more particularly described in the Deed of Conveyance from the United States of America recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

WHEREAS, pursuant to the terms of the Deed of Conveyance, in relevant part, the "land shall be retained by the said Escambia County and be used by it for such purposes as it shall deem to be in the public interest or be leased by it from time to time in whole or in part or parts to such persons and for such purposes as it shall deem to be in the public interest and upon such terms and conditions as it shall fix and always to be subject to regulation by said County whether leased or not leased but never to be otherwise disposed of or conveyed by it"; and

WHEREAS, pursuant to Chapter 24500, Laws of Florida (1947), as amended, the Santa Rosa Island Authority (SRIA) has created and conveyed private leaseholds and administered development on Santa Rosa Island on behalf of Escambia County; and

WHEREAS, no new private leaseholds have been recently created and conveyed by the SRIA, and none are contemplated in the future; and

WHEREAS, the Board of County Commissioners wishes to preserve and protect the public character of all areas not previously created and conveyed by private leasehold and certain other areas upon expiration or termination of existing private leaseholds; and

WHEREAS, the Board of County Commissioners wishes to provide enhanced protections for areas currently located in Preservation (PR-PB) and Conservation/Recreation (CON/REC-PB) zoning districts, as well as those lying south of the 1975 Coastal Construction Setback Line (all land between the 1975 Coastal Construction Setback line and the Gulf of Mexico more commonly known as "the Beach"); and

WHEREAS, the Board of County Commissioners currently has no official position on the issue of fee simple ownership on Pensacola Beach.

WHEREAS, the Board of County Commissioners wishes to publish a statement of policy to guide future members of its Board and the SRIA.

EXHIBIT
tabbies
A

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

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

2. As of the date of this Resolution, no new private leaseholds shall be created and conveyed on any property not previously leased on Santa Rosa Island owned by Escambia County and/or administered by the SRIA. All public areas on Santa Rosa Island as of the date of this Resolution, including beaches, recreation and conservation areas, roads, parking lots, parks, beach access, and other public infrastructure, shall remain public and restricted from any form of private sale, lease or conveyance, with the exception of the SRIA administration building.

3. Upon expiration or termination of existing private leaseholds on Santa Rosa Island, any portions of such leaseholds lying south of the 1975 Coastal Construction Setback Line recorded in Plat Book 9 at page 72 through 72P of the public records of Escambia County, Florida, shall not be subsequently leased or otherwise conveyed, but shall be thereafter preserved and protected as a public recreation or conservation area.

4. The recitals and paragraphs of this Resolution are adopted as the official positions of the Escambia County Board of County Commissioners and these positions can only be overturned or changed by a unanimous vote of the Board of County Commissioners.

5. This Resolution shall take effect upon on its adoption by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Date Executed
6/21/2018

Jeff Bergosh, Chairman

SEAL

Pam Childers
Clerk of the Court

Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 6/21/18

BCC Approved 06-21-2018

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION

1. Recommendation: At the request of Commissioner Barry, that the Board discuss the creation of a Community Development Board.

Motion: Move to support the Resolution on the version that came this afternoon out of the County Attorney's Office	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Speaker(s): Sara Lefevers	

2. Recommendation: That the Board discuss the proposed Beach Referendum Ordinance that is scheduled to be heard on Thursday, August 2, 2018 at 5:31 p.m.

Motion: "To change the proposed ballot language to read as follows: On June 21, 2018, the Escambia County Board of County Commissioners adopted a policy to prohibit any privatization through sale or lease of currently unleased properties, especially conservation and preservation properties on Santa Rosa Island. The Board also affirms the 1947 deed giving Santa Rosa Island to the citizens of Escambia County. Do you support these Escambia County policies?" and scheduling a Public Hearing on August 2, 2018.	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried 3-1 with Commissioner Barry voting "no" and Commissioner Underhill temporarily out of Board Chambers	
Speaker(s): Lily Eubanks, Nancy Hagman	

3. Recommendation: At the request of Commissioner Robinson, that the Board approve and authorize the Chairman to sign a letter to Secretary Gainer in support of the Florida Department of Transportation's (FDOT) SR10A/US90 West Cervantes Street/Mobile Highway Corridor Management Plan (CMP), fast tracking construction of the short term safety improvements.

Motion: Move the Item	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

Commissioner Grover Robinson's
Proposed Ballot Language

Save Pensacola Beach Referendum Proposal #5

On June 21, 2018, the Escambia County Board of County Commissioners adopted a policy to prohibit any privatization through sale or lease of currently unleased properties, especially conservation and preservation properties on Santa Rosa Island. The Board also affirms the 1947 deed giving Santa Rosa Island to the citizens of Escambia County. Do you support these Escambia County policies?

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-14477 **Clerk & Comptroller's Report 9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 08/02/2018
Issue: TDT Collection Data for the May 2018 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 May 2018 Returns Received in June 2018

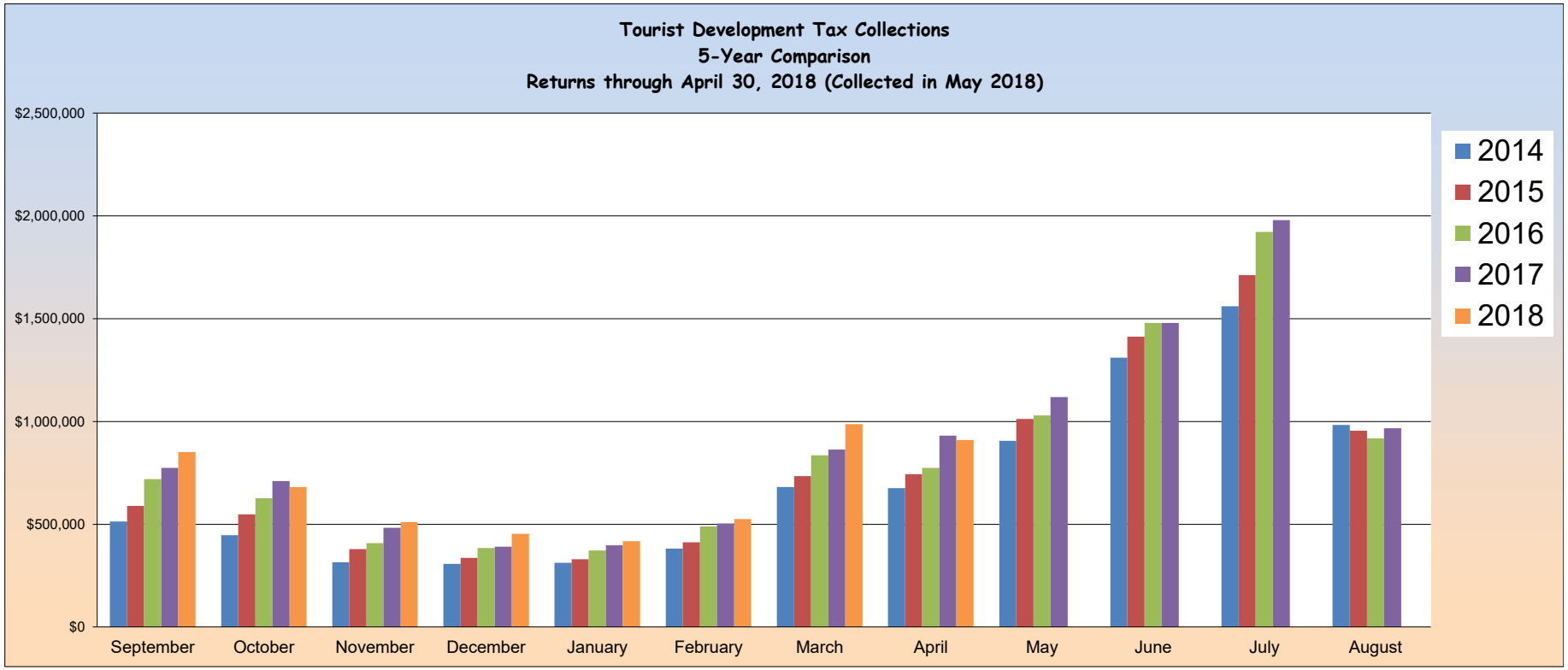
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2018 returns received in the month of June 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the ninth month of collections for the Fiscal Year 2018; total collections for the month of May 2018 returns was $1,102,308.57; this is a 1.46% decrease over the May 2017 returns; total collections year to date are 4.29% more than the comparable timeframe in Fiscal Year 2017.

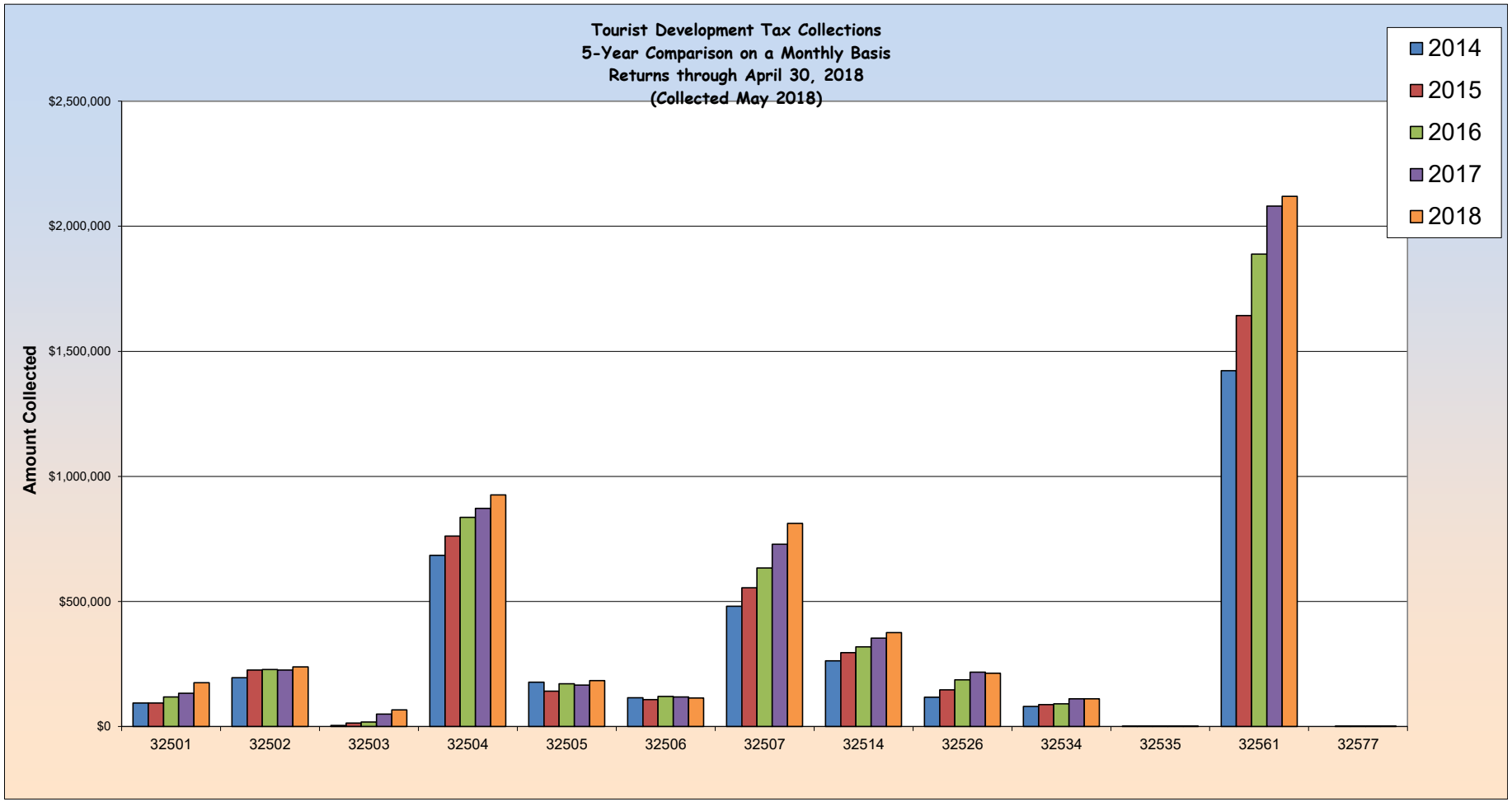
Attachments

April 2018 TDT Collections Received in May

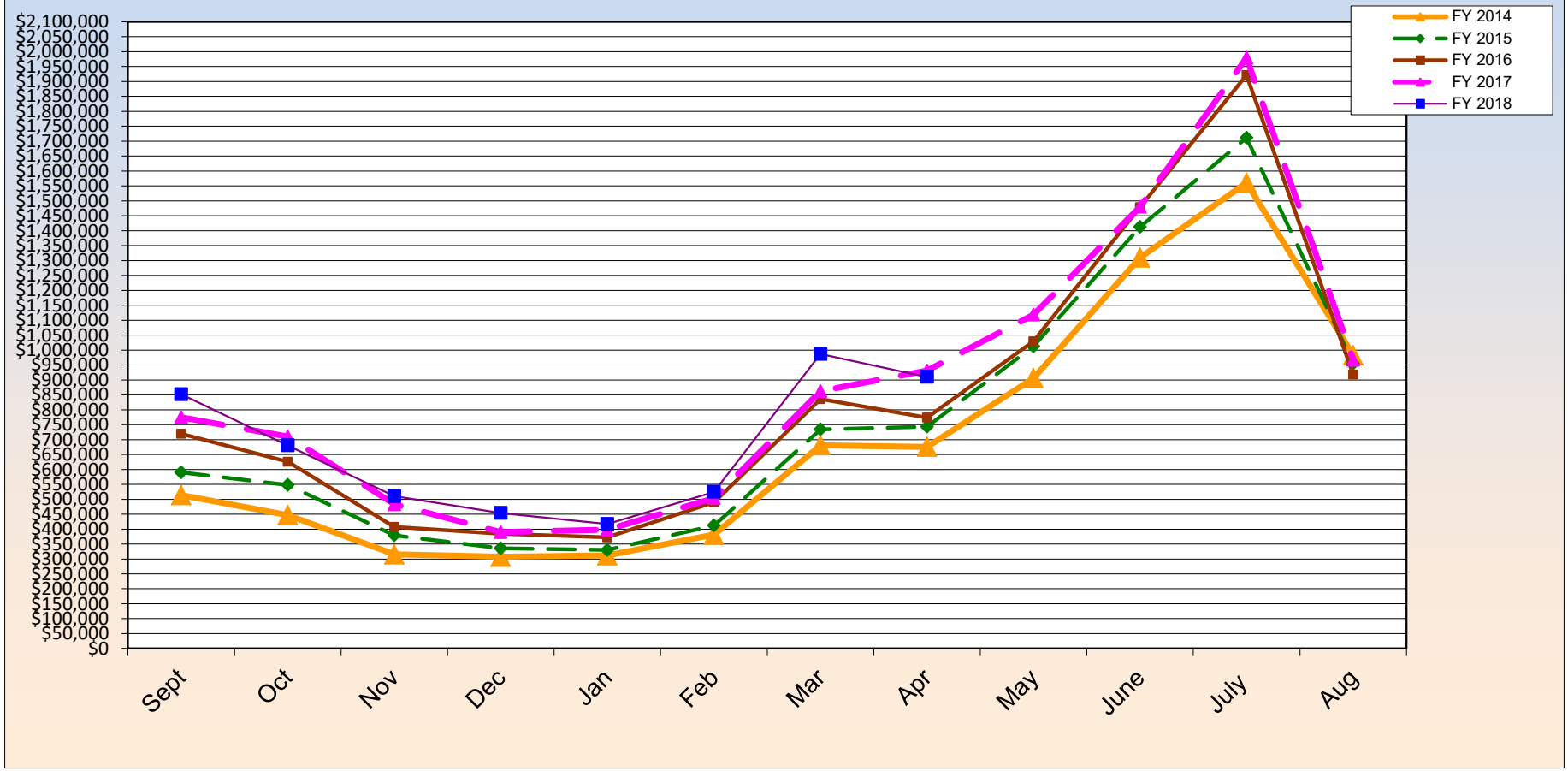
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF MAY 2018

Zip Code	Fiscal Year 2018 YTD Collected	Fiscal Year 2017 YTD Collected	Difference	% Change
32501	174,744	133,143	41,601	31%
32502	238,366	225,238	13,128	6%
32503	66,781	49,667	17,114	34%
32504	925,349	872,292	53,057	6%
32505	183,627	165,202	18,425	11%
32506	114,259	117,605	(3,346)	-3%
32507	811,543	728,679	82,864	11%
32514	374,994	352,770	22,224	6%
32526	213,380	217,422	(4,042)	-2%
32534	111,009	110,453	556	1%
32535	1,261	1,187	74	6%
32561	2,119,410	2,080,232	39,178	2%
32562	-	-	-	0%
32577	299	168	131	78%
Total	**$ 5,335,022**	**$ 5,054,059**	280,963	**6%**


Tourist Development Tax Collections
5-Year Comparison
Returns through April 30, 2018 (Collected in May 2018)
$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 April 30, 2018
(Collected May 2018)
2014
2015
2016
2017
2018
Amount Collected
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
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 April 30, 2018 (Collected in May 2018)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF MAY 31, 2018

	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%	**8,054**	1%	**127,370**	15%	**26,827**	3%
11/17	**15,305**	2%	**30,151**	4%	**7,908**	1%	**112,522**	17%	**16,690**	2%
12/17	**15,278**	3%	**26,266**	5%	**7,092**	1%	**103,569**	20%	**15,923**	3%
01/18	**14,881**	3%	**22,042**	5%	**7,184**	2%	**93,898**	21%	**18,961**	4%
02/18	**16,581**	4%	**20,599**	5%	**6,278**	2%	**93,500**	22%	**17,664**	4%
03/18	**23,638**	5%	**27,222**	5%	**7,113**	1%	**99,293**	19%	**21,179**	4%
04/18	**34,008**	3%	**38,474**	4%	**11,949**	1%	**152,410**	15%	**34,756**	4%
05/18	**34,862**	4%	**40,502**	4%	**11,202**	1%	**142,785**	16%	**31,626**	3%
Total	**$ 174,744**	**3%**	**$ 238,366**	**4%**	**$ 66,781**	**1%**	**$ 925,349**	**17%**	**$ 183,627**	**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%	**28,141**	3%	**16,785**	2%
11/17	**14,116**	2%	**117,580**	17%	**45,400**	7%	**25,079**	4%	**13,812**	2%
12/17	**12,723**	2%	**58,984**	12%	**41,547**	8%	**24,823**	5%	**11,206**	2%
01/18	**10,887**	2%	**44,414**	10%	**38,809**	9%	**24,691**	5%	**10,404**	2%
02/18	**10,328**	2%	**59,924**	14%	**39,584**	9%	**22,010**	5%	**10,365**	2%
03/18	**11,701**	2%	**85,625**	16%	**39,610**	8%	**22,481**	4%	**11,745**	2%
04/18	**18,397**	2%	**167,734**	17%	**62,926**	6%	**33,533**	3%	**19,546**	2%
05/18	**18,378**	2%	**135,773**	15%	**58,839**	6%	**32,623**	4%	**17,144**	2%
Total	**$ 114,259**	**2%**	**$ 811,543**	**15%**	**$ 374,994**	**7%**	**$ 213,380**	**4%**	**$ 111,009**	**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%	**851,778**	100%
11/17	**186**	0%	**281,499**	41%	**-**	0%	**50**	0%	**680,298**	100%
12/17	**200**	0%	**192,757**	38%	**-**	0%	**35**	0%	**510,405**	100%
01/18	**88**	0%	**167,637**	37%	**-**	0%	**17**	0%	**453,912**	100%
02/18	**-**	0%	**120,225**	29%	**-**	0%	**-**	0%	**417,058**	100%
03/18	**304**	0%	**174,793**	33%	**-**	0%	**33**	0%	**524,739**	100%
04/18	**171**	0%	**412,832**	42%	**-**	0%	**85**	0%	**986,822**	100%
05/18	**173**	0%	**386,040**	42%	**-**	0%	**64**	0%	**910,012**	100%
Total	**$ 1,261**	**0%**	**$ 2,119,410**	**40%**	**$ -**	**$ -**	**$ 299**	**0%**	**$ 5,335,022**	**100%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF MAY 31, 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
10/16	**19,380**	3%	**28,706**	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%
12/16	**14,867**	3%	**25,670**	5%	**5,411**	1%	**99,858**	21%	**16,651**	3%
01/17	**12,246**	3%	**20,593**	5%	**4,367**	1%	**80,988**	21%	**15,052**	4%
02/17	**12,855**	3%	**20,184**	5%	**4,061**	1%	**88,341**	22%	**16,726**	4%
03/17	**16,219**	3%	**26,153**	5%	**5,274**	1%	**95,993**	19%	**19,123**	4%
04/17	**20,894**	2%	**35,754**	4%	**8,948**	1%	**145,212**	17%	**31,829**	4%
05/17	**20,380**	2%	**38,255**	4%	**7,697**	1%	**141,063**	15%	**27,182**	3%
Total	**$ 133,143**	**2%**	**$ 225,238**	**4%**	**$ 49,667**	**1%**	**$ 872,292**	**15%**	**$ 165,202**	**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%	**127,016**	16%	**40,876**	5%	**26,793**	3%	**11,880**	2%
11/16	**17,582**	2%	**111,916**	16%	**39,351**	6%	**26,474**	4%	**12,889**	2%
12/16	**11,410**	2%	**53,079**	11%	**39,610**	8%	**24,256**	5%	**11,841**	2%
01/17	**8,637**	2%	**40,510**	10%	**35,625**	9%	**23,062**	6%	**11,310**	3%
02/17	**12,085**	3%	**52,690**	13%	**37,083**	9%	**23,259**	6%	**12,137**	3%
03/17	**13,158**	3%	**70,759**	14%	**40,304**	8%	**30,673**	6%	**13,739**	3%
04/17	**21,455**	2%	**129,291**	15%	**62,062**	7%	**31,662**	4%	**19,449**	2%
05/17	**19,189**	2%	**143,419**	15%	**57,860**	6%	**31,242**	3%	**17,208**	2%
Total	**$ 117,605**	**2%**	**$ 728,679**	**18%**	**$ 352,770**	**6%**	**$ 217,422**	**$ -**	**$ 110,453**	**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%	**774,538**	100%
11/16	**229**	0%	**316,293**	45%		0%		0%	**710,343**	100%
12/16	**135**	0%	**180,363**	37%	**-**	0%		0%	**483,151**	100%
01/17	**75**	0%	**137,912**	35%	**-**	0%		0%	**390,380**	100%
02/17	**135**	0%	**118,318**	30%	**-**	0%		0%	**397,875**	100%
03/17	**126**	0%	**172,429**	34%	**-**	0%		0%	**503,949**	100%
04/17	**191**	0%	**355,829**	41%	**-**	0%	**68**	0%	**862,643**	100%
05/17	**191**	0%	**427,495**	46%		0%		0%	**931,179**	100%
Total	**$ 1,187**	**0%**	**$ 2,080,232**	**45%**	**$ -**	**0%**	**$ 168**	**0%**	**$ 5,054,059**	**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	2018
OCT	SEP	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905	638,832
NOV	OCT	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757	510,223
DEC	NOV	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364	382,803
JAN	DEC	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783	340,434
FEB	JAN	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	298,406	312,794
MAR	FEB	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	377,962	393,554
APR	MAR	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572	646,982	740,116
MAY	APR	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106	698,384	682,509
	TOTAL	**$ 1,891,273**	**$ 1,955,040**	**$ 2,266,325**	**$ 2,487,645**	**$ 2,649,075**	**$ 2,724,651**	**$ 3,054,436**	**$ 3,456,294**	**$ 3,790,544**	**$ 4,001,266**

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
DEC	NOV	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788	127,601
JAN	DEC	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594	113,478
FEB	JAN	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	99,469	104,265
MAR	FEB	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	125,987	131,185
APR	MAR	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857	215,661	246,706
MAY	APR	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369	232,795	227,503
TOTAL		**$630,424**	**$651,680**	**$755,442**	**$829,215**	**$883,025**	**$908,217**	**$1,018,145**	**$1,152,098**	**$1,263,515**	**$1,333,756**

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-14535 **Clerk & Comptroller's Report 9. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 08/02/2018
Issue: June 2018 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the June 30, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2018, as required by Ordinance Number 95-13; on June 30, 2018, the portfolio market value was $369,764,008 and portfolio earnings totaled $372,121 for the month; the short-term portfolio yield of 1.56%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.90%; the long-term CORE portfolio achieved a yield of 2.60%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.58%.

Attachments

June 2018 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

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

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
June 30, 2018

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value May 31, 2018	Market Value June 30, 2018
Bank Accounts	30,484,814	32,996,198
Money Market Accounts	38,941,416	38,973,774
Local Government Investment Pools*	69,170,716	69,290,560
Local Government Investment Pools**	70,280,369	70,308,765
Certificates of Deposit	60,138,386	60,138,386
Money Market Mutual Fund	7,680,506	7,723,353
U.S. Treasury Bond/Notes	39,290,799	39,229,139
Federal Agency Bond/Note	27,461,705	27,460,996
Municipal Bonds	3,897,462	3,896,765
Corporate Notes	19,815,134	19,746,071
Total Portfolio Assets:	367,161,307	369,764,008
Current Month Earnings:	**568,864**	**$ 372,121**
Fiscal Year to Date Earnings:	**2,556,051**	**$ 2,928,172**

**FL PRIME, FLCLASS, FL-FIT*
***FL TRUST*

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	May 31, 2018	June 30, 2018
Market Value	**269,015,700**	**$ 271,707,683**
Short Term Portfolio Yield:	**1.52%**	**1.56%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.78%	1.90%
Fiscal YTD Earnings:	**1,566,952.76**	**1,823,333**

LONG TERM CORE PORTFOLIO:	May 31, 2018	June 30, 2018
	98,145,607	**$ 98,056,325**
CORE Portfolio Yield to Maturity at Market:	**2.51%**	**2.60%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.48%	2.58%
CORE Portfolio Total Return:	**0.40%**	**0.00%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.48%	-0.01%
Effective Duration (Years)	**2.05%**	**1.96**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.55%	2.58

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

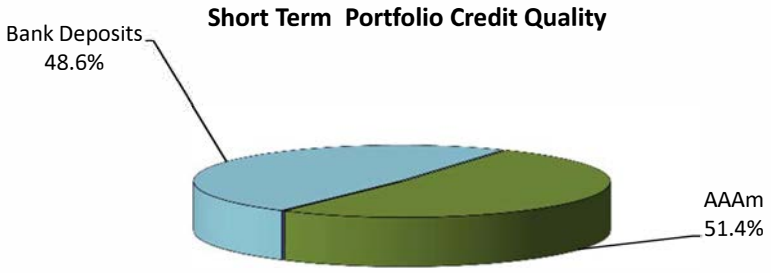
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 32,996,198	12.1%
Money Market Accounts	38,973,774	14.3%
Certificates of Deposit	60,138,386	22.1%
Local Government Investment Pools*	69,290,560	25.5%
Local Government Investment Pools**	70,308,765	25.9%
Total Short Term Portfolio Assets:	**$ 271,707,683**	100.0%

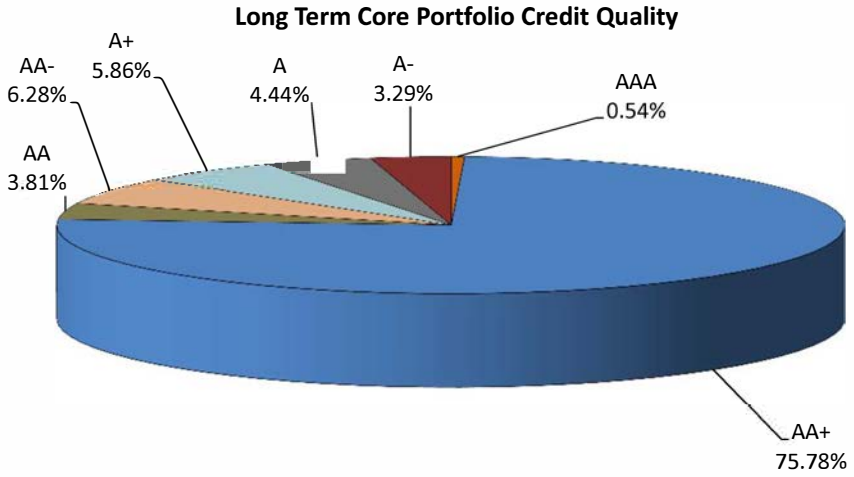
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 39,229,139	40.0%
Federal Agency Bond / Note	27,460,996	28.0%
Municipal Obligations	3,896,765	4.0%
Corporate Note	19,746,071	20.1%
Money Market Mutual Fund - Federated Government	7,723,353	7.9%
Total Long Term Core Portfolio Assets:	**$ 98,056,325**	**100.0%**



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

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	39,229,139	10.6%	100%	Yes
Federal Instrumentalities	27,460,996	7.4%	50%	Yes
Local Government Investment Pools	139,599,325	37.8%	75%	Yes
Certificates of Deposit	60,138,386	16.3%	50%	Yes
Savings Accounts	38,973,774	10.5%	50%	Yes
Corporate Notes	19,746,071	5.3%	25%	Yes
State and/or Local Government Debt	3,896,765	1.1%	25%	Yes
Bank Accounts - Bank of America	32,996,198	8.92%	100%	Yes
Money Market Mutual Fund	7,723,353	2.1%	50%	Yes
Total Investment Holdings	**$ 369,764,008**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	993,867	0.3%	5%	Yes
American Honda Finance	411,287	0.1%	5%	Yes
Bank Accounts - Bank of America	32,996,198	8.9%	100%	Yes
BBVA Compass	25,065,424	6.8%	15%	Yes
Centennial Bank	30,140,730	8.2%	15%	Yes
Caterpillar INC	730,358	0.2%	5%	Yes
Cisco Systems Inc.	1,993,606	0.5%	5%	Yes
City of New York	1,690,531	0.5%	5%	Yes
Coca-Cola Company	315,448	0.1%	5%	Yes
Deere & Company	1,147,359	0.3%	5%	Yes
Exxon Mobil Corporate Notes	994,963	0.3%	5%	Yes
Fannie Mae	8,168,513	2.2%	5%	Yes
Federal Home Loan Bank (FHLB)	14,957,057	4.0%	25%	Yes
Fidelity Institutional Government MMF	7,723,353	2.1%	25%	Yes
FLCLASS	5,114,768	1.4%	25%	Yes
FL-FIT	5,012,360	1.4%	25%	Yes
Florida Prime (SBA)	59,163,432	16.0%	25%	Yes
Florida Local Government Investment Trust	70,308,765	19.0%	25%	Yes
Freddie Mac	4,335,427	1.2%	25%	Yes
Hancock Bank	12,933,105	3.5%	15%	Yes
Home Depot Inc.	461,546	0.1%	5%	Yes
Intel Corporation	972,231	0.3%	5%	Yes
International Business Machines	969,010	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	979,988	0.3%	5%	Yes
Microsoft Corporate Notes	488,885	0.1%	5%	Yes
Mississippi State	752,332	0.2%	5%	Yes
Oracle Corp	973,718	0.3%	5%	Yes
Pepsico, Inc.	1,029,079	0.3%	5%	Yes
Pfizer Inc Corporate Notes	996,727	0.3%	5%	Yes
Proctor & Gamble Co	637,039	0.2%	5%	Yes

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

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	30,972,900	8.4%	15%	Yes
State of Connecticut	675,383	0.2%	5%	Yes
State Street Corporation	991,856	0.3%	5%	Yes
The Walt Disney Corporation	485,438	0.1%	5%	Yes
Toyota Motor Corp	2,064,050	0.6%	5%	Yes
United Parcel Service Inc.	485,109	0.1%	5%	Yes
United States Treasury Securities	39,229,139	10.6%	100%	Yes
University of WA Taxable Revenue Bonds	778,520	0.2%	5%	Yes
Visa Inc	627,832	0.2%	5%	Yes
Wells Fargo &Company Corporate Notes	996,677	0.3%	5%	Yes
Total Investment Holdings	**$ 369,764,008**	**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-14544 **Clerk & Comptroller's Report 9. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 08/02/2018
Issue: Notice of Intent by the Escambia Clerk of Court to Initiate Forfeiture Against Unclaimed Monies
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Notice of Intent by the Escambia Clerk of Court to Initiate Forfeiture Against Unclaimed Monies

That the Board accept, for filing with the Board's Minutes, the certified proof of publication of the advertisement of the Notice of Intent by the Escambia Clerk of Court to initiate forfeiture by September 1, 2018, against unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller, as published in The Escambia Sun Press on July 19, 2018.

Attachments

Sun Press Ad

Escambia
Sun Press
PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE **in the matter of** LEGAL NOTICE
ESCAMBIA COC INITIATE FORFEITURE BY SEPTEMBER 1, 2018
in the _____ **Court was published in said newspaper in the issues of**
JULY 19, 2018

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

PUBLISHER

Sworn to and subscribed before me this 19TH **day of** JULY **A.D.,** 2018

PAULA D. TURNER
NOTARY PUBLIC

PAULA D. TURNER
Notary Public - State of Florida
Commission #FF 999700
My Commission Expires
August 24, 2020

LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2018. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

Depositor	
ALFARO, IRVIN	$227.00
THE AGENCY TITLE GROUP LLC	$92.00
BECERRA-VALLE, LEONARDO	$250.00
BRINSER, ERNEST W JR	$100.00
BURNS, OLIVIA	$14.75
CAMPBELL, VERONICA LYNN	$250.00
CASANOVA-WILLIAMS, DANIELLE	$175.00
CHACON-ALVARADO, CRUZ ALFONSO	$227.00
CLARFIELD OKON SALOMONE & PINCUS PL	$100.00
CRUZ, PEDRO	$227.00
DYLAN ALESSANDRO MARTINEZ ORTEZ	$15.00
EALUM, RACHEL RENAA	$96.39
ELDRIDGE, CHEYENNE LEIGH	$18.00
FLORES, YOSMEL VIAMONTES	$250.00
FOLEY, MICHAEL A	$500.00
FREDERICK J HANNA & ASSOCIATES PC	$100.00
GORDON EDWARD WELCH JR, ESQ	$50.00
HEAD, MARY	$18.00
HELLUMS, DIANE M	$98.00
HULSEY, SANDRA D	$27.00
LINK, SHELBY A	$12.96
LOCKE, MICHAEL D	$100.00
MAYA-SOTELO, SERGIO	$250.00
MORALES-HUERTA, JOSE ALFREDO	$450.00
MUNSCH, KATHERINE JEAN	$50.00
NELSON, AMY ELIZABETH	$50.00
OLALDE, JUAN CARLOS	$227.00
PAHALEK, PATRICK M	$100.00
PEREZ, MIGUEL	$250.00
PINON, SALOMON HERNANDEZ	$114.00
SAPP, TOSHA RENE	$22.95
SAPP, TOSHA RENE	$28.35
SAPP, TOSHA RENE	$28.35
SEALY, MEGHAN D	$100.00
STANTON, WILLIAM DAVID	$50.00
THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNORS, CREDITORS AND TRUSTEES OF THE ESTATE OF EUNICE BOUNDS MARTIN, DECEASED	$100.00
VELASQUEZ, MANUEL ANTONIO	$111.00
WALDEN, MICHAEL W	$250.00
WEATHERSPOON, CRYSTAL	$79.38
WILLIAMS, JASON J	$175.00
WINER, MELISSA R	$20.00

oaw-1w-07-19-2018

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-14551 **Clerk & Comptroller's Report 9. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 08/02/2018
Issue: Document Provided for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning a Document Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the executed Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County BOCC for Contract Number 16HM-H4-01-27-01-452, based on the Board's action of June 16, 2016, authorizing the Chairman to sign, subject to Legal review and sign-off, any subsequent grant-related documents related to the Bristol Creek/Bristol Park/Ashbury Hills Area Project Number 4177-08-R.

Attachments

20160616 Modification to Subgrant Agreement

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-32. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 32, as follows, with the exception of Items 17 and 19, which were held for separate votes, as amended to drop Items 1, 12.A.(1), and 15:

1. Dropping the recommendation that the Board adopt the Resolution approving Supplemental Budget Amendment #164, Community Redevelopment Block Grant Fund (129), in the amount of $281,868, recognizing Funds from the sale of voluntary tax credits and appropriating these Funds to assist the City of Pensacola in remediating the site known as the Corrine Jones Park.

2. Taking the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the Bristol Creek/Bristol Park/Ashbury Hills Area, Lake Charlene Warrington Drainage Area Project, and the Beach Haven Northeast Phase 1, Drainage and Sanitary Sewer Project (Global Match):

   A. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-08-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Bristol Creek/Bristol Park/Ashbury Hills Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $6,189,379;

   B. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-19-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Lake Charlene Warrington Drainage Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $314,274;

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

2. Continued...

C. Approving the *Non-Financial Subgrant Agreement, Escambia County*, Project Number 4177-09-R, between the State of Florida, Division of Emergency Management and Escambia County Board of County Commissioners, for the Local Global Match applied to projects 4177-08-R and 4177-19-R, for the Beach Haven Northeast Phase 1 Drainage and Sanitary Sewer Project, as the fully qualified and eligible project for Local Global Match;

D. Ratifying the December 11, 2014, and February 19, 2015, Board approval authorizing the County Administrator to execute any subsequent Agreements and Program-related documents for these projects, specifically the Local Global Match Application, as referenced in the February 19, 2015, Board Minutes, and specifically authorizing execution of the application to leverage Funds for Local Global Match for these projects;

E. Authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

F. Authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for these projects; and

G. Accepting, subject to Legal review and sign-off, any Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are part of the project scopes.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (19), Mandated Conditions, Subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

May 23, 2018

Mr. Chris Curb
Engineering Manager
Escambia County BOCC
3363 West Park Place
Pensacola Florida 32505

Re: Project #4177-08-R, Escambia County BOCC

Dear Mr. Curb:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification number (1) (DEM No. 16HM-H4-01-27-01-452) between Escambia County County BOCC. and the Division of Emergency Management. Additional assistance is available regarding your Project on the Florida Division of Emergency Management Website: **http://www.floridadisaster.org/Mitigation/Hazard/index.htm.** Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Velma Noel, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32808-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Velma Noel at (850) 815-4571.

Respectfully,

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:km/a
Enclosure

Escambia County
Clerk's Original

6/16/2016 CAR II 2

Contract Number: 16HM-H4-01-27-01-452
Project Number: 4177-08-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND ESCAMBIA COUNTY BOCC

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Escambia County BOCC ("the Recipient") to modify Contract Number 16HM-H4-01-27-01-452, dated July 14, 2016 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of $6,189,379.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on April 19, 2018; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement, modify the Scope of Work, and increase the Federal Funding by $329,626.00 under the Agreement .

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 3 of the Agreement is hereby amended to read as follows:

   This Agreement shall begin on July 14, 2016 and shall end August 31, 2019, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by $329,626.00, for the maximum amount payable under the Agreement to $6,519,005.00, (Six Million Five Hundred Nineteen Thousand, Five Dollars and No Cents).

4. The Budget and Scope of Work, Attachment A to this Agreement, is hereby modified as set forth in 1st Revision Attachment A to this modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments thereto in conflict with Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the last execution of this Modification by both parties.

6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31t

IN WITNESS WHEREOF, the parties hereto have executed this modification as of the dates set out below.

RECIPIENT: Escambia County BOCC

By: _____

Name and Title: Jeff Bergosh, Chairman

Date: May 3, 2018

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This Document approved as to form and legal sufficiency
By: _____
Title: _____
Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson, for

Name and Title: Michael Kennett, Deputy Director

Date: 5-29-2018

Approved as to form and legal sufficiency.
By/Title:
Date: 4/20/18

BCC Approved 06-16-2016

Attachment A

1st Revision

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to acquire and demolish multiple properties in Cantonment, Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-8-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Escambia County agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes. All acquisitions activities shall be voluntary and conducted in compliance with 44 CFR Part 80.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to acquire single-family residential properties located in the community's 100-year flood zone, in Cantonment, Florida, 32533.

The (19) nineteen single family residential properties shall be acquired/demolished including the removal or decommission of infrastructure on these properties. The scope of work shall eliminate the historic flooding problems and convert the land to deed-restricted open spacing perpetuity, allowing floodwater to be naturally stored on the property, according to FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)]. The project is part of a comprehensive approach to mitigate flooding issues and restore the floodplain in the Bristol Creek, Bristol Park and Ashbury Hills area.

All required permits, fees, property acquisition and removal or demolition of existing structures and septic tank. Project includes:

The project shall provide protection against a 100-year storm event.

Project Locations:

Address/City/County/State	GPS Coordinates
2700 Silhouette Drive, Cantonment, Escambia County, Florida 32533	30.54696, -87.33146
2703 Silhouette Drive, Cantonment, Escambia County, Florida 32533	30.54641(-87.33184
2703 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54679, -87.33061
2707 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54618, -87.33073
2709 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54588, -87.33077

2711 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54555, -87.33085
3010 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54403, -87.33275
3012 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.544286, -87.33323
3016 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.543798, -87.333771
3018 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.5436, -87.33439
3020 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.543257, -87.333908
9980 Bristol Park Road, Cantonment, Escambia County, Florida, 32533	30.54295, -87.3357
9990 Bristol Park Road, Cantonment, Escambia County, Florida, 32533	30.54326, -87.33571
10010 Bristol Park Road, Cantonment, Escambia County, Florida, 32533	30.5438, -87.33552
10020 Bristol Park Road, Cantonment, Escambia County, Florida, 32533	30.54402, -87.33532
10050 Bristol Park Road, Cantonment, Escambia County, Florida 32533	30.54466, -87.33472
10070 Bristol Park Road, Cantonment, Escambia County, Florida 32533	30.54501, -87.33425
10080 Bristol Park Road, Cantonment, Escambia County, Florida 32533	30.54514, -87.33394
10100 Bristol Park Road, Cantonment, Escambia County, Florida 32533	30.54529, -87.33316

TASKS & DELIVERABLES:

A) Tasks

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed

engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.
The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.
The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.
The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed(

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.
The Sub-Recipient shall provide executed contracts with contractors and/or subcontractors to the Division.
The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the acquisition of property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, loca(and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to acquire and demolish property.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents(in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   A qualified and licensed Florida contractor shall complete construction activities. The professional of record shall monitor all construction activities(The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based paint report, and Final Approval, as applicable.

b) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

c) Copy of Warranty Deeds

d) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, how they were handled.

e) Letter verifying that potentially hazardous waste, universal waste, and hazardous materials were handled, managed, and disposed in accordance with the requirements of local, state, and federal regulations. Copies of all required hazardous waste permits required by local, state and/or federal agencies must be submitted if any hazardous materials were encountered.

f) Letter verifying if any asbestos containing material, lead-based paint, or other toxic materials were found during construction activities, and that the Sub-Recipient complied with all federal, state, and local abatement and disposal requirements. Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials shall be provided if applicable.

g) Proof of compliance with Project Requirements and Conditions contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to; cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices(and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of

information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.
Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.
The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed(name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of acquiring, demolishing(and removing debris from (19) nineteen properties located in Cantonment, Florida 32533. Land shall be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The completed project shall provide protection against a 100-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.

3) The Sub-Recipient should submit a copy of the Warranty Deed.

4) The Sub-Recipient shall provide a copy of any letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive areas is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify the Florida Division of Historical Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Sub-Recipient shall handle, manage, and dispose of potentially hazardous waste, universal waste, and hazardous materials in accordance with the requirements of local, state, and federal regulations. These materials may include, but are not limited to asbestos, propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, polychlorinated biphenyls (PCBs), other petroleum products, used oil filters, fuel filters, cleaning chemicals, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc. Verification of compliance with all federal, state and local abatement and disposal requirements is required at closeout.

5) If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the Sub-Recipient must comply with all federal, state, and local abatement and disposal requirements under the Toxic Substances Control Act (TSCA). Upon closeout, the Sub-Recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing material (ACM) were taken to an authorized landfill for such materials.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191(The Sub-Recipient shall identify and ensure that any duplication of benefits is properly documented and accounted for in the final mitigation offer.

7) If the Sub-Recipient is not the current titleholder of the affected properties, the Sub-Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the Non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

8) The Sub-Recipient shall ensure that all property acquisition activities are voluntary and conducted in compliance with 44 CFR Part 80. In addition, the Sub-Recipient shall ensure that fair procedures are in place to compensate property owners and tenants affected by this property acquisition. This includes but may not be limited to; determination of property values, the amount of mitigation offers, and the review and resolution of mitigation offer disputes.

9) The Sub-Recipient shall ensure that a title search is conducted on the subject properties. All known encumbrances that are incompatible with open space use shall be revised or extinguished to ensure that each property use in consistent with the open space requirements in 44 CFR Part 80 and applicable guidance.

10) The Sub-Recipient shall obtain a title insurance policy reflecting that all incompatible easements or other encumbrances to the title have been extinguished to demonstrate clear title in conformance with 44 CFR Section 80.17 (b).

11) The Sub-Recipient will comply with the Uniform Relocation Assistance Act and document compliance as appropriate, if applicable.

12) Recording of the deed and required deed restrictions will take place in accordance with State law and within 14 days after the settlement and closing. Sub-Recipient will record each property purchased on the applicable quarterly report

13) The Sub-Recipient shall provide the following documentation for each property:

    a) An executed Declaration and Release Form (FEMA 009-0-3)

    b) An executed Statement of Voluntary Participation Form (FEMA 81-112)

c) An executed copy of the Model Statement of Assurances for Property Acquisition Projects or an equivalent acceptable to the Division and FEMA.

d) A recorded copy of the deed conveying full property interest to Escambia County. This deed must include the necessary elements of FEMA's prescribed model deed restrictions.

e) Project specific information relating to duplication of benefits, as applicable.

14) Documentation demonstrating the market value of each property (pre-event or current, as appropriate) and how the market value was determined.

15) All closeout documentation shall be delivered to the Division 30-days prior to the Period of Performance date.

This is FEMA Project Number **4177-08-R(**, is funded under HMGP- 4177-DR-FL

FEMA awarded this project on April 19, 2016; with a Pre-Award date of February 09, 2015; this Agreement was executed on July 14, 2016; and the Period of Performance for this project shall end on August 31, 2019.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Construction Plan/Technical Specifications:	2	Months
Title search(Deed Restriction/Recording(	3	Months
Asbestos Test, Abatement:	2	Months
Environmental, Permitting, Bidding:	2	Months
Demolition:	16	Months
Weather Delays:	2	Months
Final Inspection/Closeout:	3	Months
Total Period of Performance:	**30**	**Months**

BUDGET

Line Item Budget*

	Project Costs	Federal Share
Labor/Demolition:	$598,159.00	$598,159.00
Fees:	$70,076.00	$70,076.00
Pre-Award	$30,000.00	$30,000.00
Acquisition:	$5,485,770.00	$5,485,770.00
Project Management:	$335,000.00	$335,000.00
Total Project Costs:	**$ 6,519,005.00**	**$ 6,519,005.00**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

This project has a Pre-Award, approved by FEMA for costs with a start date of ***February 09, 2015.***

This project Global Match is provided by FEMA Project number 4177-09-R.

Funding Summary

Federal Share:	$6,519,005.00	(100.0%)
Total Project Cost:	**$ 6,519,005.00**	**(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-14492 **Clerk & Comptroller's Report 9. 5.**
BCC Regular Meeting **Consent**
Meeting Date: 08/02/2018
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 Budget Committee of the Whole Workshop held July 10 and 11, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held July 12, 2018;

C. Approve the Minutes of the Special Joint Meeting with the Escambia County Board of County Commissioners and the Santa Rosa Island Authority Board held July 17, 2018;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 19, 2018; and

E. Approve the Minutes of the Regular Board Meeting held July 19, 2018.

Attachments

20180710 CW Budget Workshop
20180712 CW Workshop
20180717 Joint BCC-SRIA Draft Meeting Minutes
20180719 Agenda Work Session
20180719 Regular BCC Meeting Minutes

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JULY 10-11, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
(Present on July 10 only)
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Angela D. Crawley, Assistant to the County Administrator

Absent: Commissioner Lumon J. May, Vice Chairman, District 3

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Budget Committee of the Whole (C/W) Workshop to order on July 10, 2018, at 9:01 a.m.

   Chairman Bergosh called the Budget Committee of the Whole (C/W) Workshop to order on July 11, 2018, at 9:01 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on July 7, 2018, in the Board's Weekly Meeting Schedule.

3. Budget Update

Stephan Hall, Budget Manager, presented the County's proposed unified balanced budget for Fiscal Year (FY) 2018/2019 in the amount of $474,944,970 and County Administrator Brown provided the following update concerning the budget:

A. There will be no change in the Millage rates (County Wide Millage - 6.6165; Library Municipal Services Taxing Unit [MSTU] - .3590; and Sheriff's MSTU - .6850), and this budget anticipates no other significant changes in tax levies;

B. There is no change in the Fire Assessment rates for FY18/19 (Residential at $125.33 per dwelling unit, Commercial at .0526 per square foot with a minimum assessment of $125, Unimproved at $15.03 per parcel, plus $.03 per acre), there is a new Internal Affairs Investigator position added In the Public Safety Department for FY18/19, and funding for the position is split between Fire, Emergency Medical Services (EMS), and Public Safety;

C. The June 1st taxable value certification is 6.15% above the July 1st certification of the previous year, resulting in about $7 million in additional funds, of which the County may appropriate 95% or $6.6 million; the changes between the June 1st and July 1st taxable value are not included in the Proposed FY18/19 balanced Budget of $474,944,970;

D. The Public Safety and Public Works Divisions, formerly housed with the Santa Rosa Island Authority (SRIA) at a cost of roughly $4.5 million, are funded under the County at $3.6 million for FY 18/19 while maintaining a higher level of service on Pensacola Beach;

E. There is a budgeted SRIA Reserve of $9,805,859 for taxes associated with real property located on Pensacola Beach and the County is escrowing an estimate of the taxes paid on the land (but not the improvements) due to continued litigation on Pensacola Beach;

F. There is a budgeted Reserve for Contingency of $17,275,537, Reserves for Operating of $130,904, and a Sheriff Mediated Reserve allocation of $500,000 per the Mediation Agreement between the Board and the Sheriff;

G. There is 3% pay increase included in the FY18/19 Budget for the Board Departments totaling $2.798 million across all funds;

H. There is an increase in the Life & Health employer contribution from $9,500 to $10,000 per full time employee in the total amount of $875,000 across all funds and there is no change in the employer/employee spread across all insured categories;

(Continued on Page 3)

3. Continued…

I. There are several new positions included in the budget as follows:

- Two Building Inspections Construction Inspectors (Building Inspections Fund) BID
- One Building Codes Manager (Building Inspections Fund) BID
- One Administrative Assistant (Mass Transit Fund) Mass Transit
- Ten part-time Bus Operators (Mass Transit Fund) Mass Transit
- One Accountant (Restore Funded) Natural Resources Management
- One Environmental Analyst (Tourist Development Tax Fund) Natural Resources Management
- One Environmental Project Coordinator (Restore Funded) Natural Resource Management
- One Internal Affairs Investigator (General, Emergency Medical Services [EMS], Fire Funded) Public Safety
- One Senior Office Support Assistant (EMS Fund) Public Safety

J. The Internal Affairs Investigator has 10% of the funding coming from the General Fund, or roughly $7 thousand, the remainder is funded by the Fire Municipal Services Benefit Unit and EMS Fund and all other new positions are paid from Non-General Fund sources, with the total cost of new positions being $784,496;

K. There are three deleted positions from the budget, representing a savings of $64 thousand, as follows:

- One Human Resources Associate (General Fund) Human Resources
- One Part-time Community Center Worker (Local Option Sales Tax IV) Neighborhood & Human Services
- One Senior Office Support Assistant (EMS, General Fund) Public Safety

L. State Mandated Outside Agency funding requests include $150,000 for the Gulf Coast Kids House for abused children, $21,289 for the Regional Planning Council, and $39,188 for the General Fund portion of Legal Aid Court Services (these are non-discretionary) and a total of $1,621,237 is available in the General Fund for Outside Agency funding requests for FY18/19;

M. Additional State Mandates include $2.1 million for the Department of Juvenile Justice mandate, $5,204,505 million for the Medicaid mandate, and $560,000 for state mandated Baker Act services;

(Continued on Page 4)

3. Continued…

N. There is also $3,791,000 included for payments to the City for the Tax Increment Financing districts (TIF) which is an increase of $456,000 over the prior year's estimate, County Community Redevelopment Agency (CRA) TIFs are maintained at the 75% increment level of funding for FY18/19 resulting in an estimated $2,500,000 for the County CRAs, which is an increase of $556,000 over the prior year's estimate, and the Oakfield CRA has been added for FY18/19 with an estimated budget of $75,000;

O. The CRA and City of Pensacola TIF Valuations are not expected to change materially between the June and July certification of values;

P. There were approximately $6.5 million in operational and capital enhancement requests and $1.3 million in personnel enhancement requests that were made by Board Departments and Constitutional Officers that are not included in this budget;

Q. There are allocations of $100,000 for the Board of County Commissioners (BCC) Internship Program ($20 thousand per Commissioner), an allocation of $200,000 for Social Programs, $250,000 in the General Fund for the BCC discretionary allocations ($50 thousand per Commissioner), $55,000 for the Low Income Utility Assistance Program, $25,000 for the Humane Society, and $20,000 for Panhandle Equine Rescue;

R. There are 12 months of planned Local Option Sales Tax (LOST) IV Project expenditures totaling $41,627,818 in the FY18/19 Proposed Budget, the prior year was split with three months of LOST III and nine months of LOST IV, and Administration expects to continue to refine the FY18/19 LOST IV project listing with the Board and any changes will be included in the Adopted Budget as a budget adjustment;

S. The Sheriff and the County came to a funding agreement on the Sheriff's Budget Appeal to the Governor's Office during the current Fiscal Year and per the Sheriff's Mediation Agreement, the Sheriff's FY18/19 General Fund Budget represents an increase of $3.5 million for a total budget of $60,239,868;

T. The Sheriff has decreased his total position count by 11 positions due to certain Court Security functions that are now funded through contract security and managed by Court Administration;

(Continued on Page 5)

3. Continued…

   U. Other Constitutional Officers' budgets increased by $928,523 over the current Fiscal Year and the total increase for all Constitutional Officer budgets is $4.4 million; and

   The C/W recommends that the Board tentatively accept the County's Millage rates, as presented.

   Recommended 4-0, with Commissioner May absent

4. Constitutional Officers

   The C/W heard an overview concerning the Proposed Fiscal Year (FY) 2018-2019 Budgets for Constitutional Officers, as follows:

   A. Sonya Daniel, Deputy Supervisor of Elections, addressed the proposed budget for the Supervisor of Elections, and advised that:

      (1) The FY18/19 personnel budget represents an increase due to a member of staff that will be retiring;

      (2) The operational budget shows an increase due to software and firmware licenses, increases in postage and paper for mailing ballots, the replacement of the postage machine, and the replacement of modems in voting machines;

      (3) The Supervisor of Elections Office would be amenable to shifting funding for any of their budget items to Local Option Sales Tax, if applicable; and

      (4) The budget also includes an asset management system with a price tag of approximately $50,000, thumb drives for additional data storage, and a 3% raise for employees; and

   B. The Honorable Pam Childers addressed the proposed budget for the Clerk of the Circuit Court and Comptroller and advised that there is a 6% increase in the FY18/19 budget, which includes a 3% personnel increase, and reflects operating increases encompassing software upgrades, data storage, and three new laptops;

   C. The Honorable Scott Lunsford addressed the proposed budget for the Tax Collector and advised that there is a total budget increase of 3.83%, which represents a 3% raise for employees, an increase in the cost of retirement and health insurance, software, and postage;

(Continued on Page 6)

4. Continued…

   D. Chief Deputy Eric Haines briefly addressed the Sheriff's budget, and County Administrator Brown advised that the County is working with the Sheriff's Office on the range and the evidence warehouse; and

   E. The Honorable Chris Jones addressed the proposed budget for the Property Appraiser and advised that there is a total budget increase of 4.6%, which includes a 3% pay increase for employees.

5. Judicial

   The C/W heard an overview concerning the Proposed Fiscal Year (FY) 2018-2019 Budgets for Judicial, as follows:

   A. Assistant State Attorney Greg Marcille addressed the proposed budget for the State Attorney's Office and advised that there is a slight increase over last year due to information technology costs and that he does not believe that Local Option Sales Tax will cover any of the budgeted expenditures;

   B. The Public Defender's Office budget was not addressed;

   C. County Administrator Brown advised that the budget for the Medical Examiner is a placeholder pending the Governor's decision; and

   D. Robin Wright, Trial Court Administrator, addressed the proposed budget for Court Administration and advised that there is a decrease in the court security budget due to the Sheriff's Office transitioning out of the building and working with County staff on shifting budget requests to Local Option Sales Tax, and the budget does not include a 3% pay increase because there are both State and County employees and it would create inequities between the two.

6. Outside Agencies

   The C/W heard funding requests from Outside Agencies for the Proposed Fiscal Year (FY) 2018-2019 Budget, and:

   A. Discussed funding General Fund outside agencies, as follows:

      (1) ACTS (Another Chance Transitional Services) - $20,000 requested – Made no change;

(Continued on Page 7)

6. Continued…

   A. Continued…

      (2) Animal Allies of Pensacola, Inc. - $25,000 requested – Agreed to fund $0;

      (3) BRACE (Be Ready Alliance Coordinating for Emergencies - $100,000 requested – Made no change;

      (4) Council on Aging - $45,000 requested – Agreed to fund $45,000;

      (5) Escambia Community Clinics - $455,160 requested – Made no change;

      (6) Escambia County School Readiness Coalition - $300,000 requested –Directed staff to research whether this request could be funded through Local Option Sales Tax and made no change;

      (7) Freedom to Go, Inc. - $100,000 requested – Agreed to fund $0;

      (8) Gulf Coast Kid's House, Inc. - $150,000 requested – Agreed to fund $150,000;

      (9) Gulf Coast Veteran's Advocacy Council, Inc. - $10,000 requested – Agreed to fund $0;

      (10) Human Relations Commission - $84,265 requested – Agreed to fund $0;

      (11) Junior Achievement of Northwest Florida - $20,000 requested – Directed staff to research whether this request could be funded through Local Option Sales Tax and made no change;

      (12) Lakeview Center, Inc. - $53,614 requested – Agreed to fund $0;

      (13) Legal Services of North Florida, Inc. - $39,188 requested – Agreed to fund this request and split the funding equally with Northwest Florida Legal Services, Inc.;

      (14) New World Believers - $38,000 requested – Agreed to fund $0;

      (15) Northwest Florida Legal Services, Inc. - $39,188 requested – Agreed to fund this request and split the funding equally with Legal Services of North Florida, Inc.;

      (16) Pathways for Change - $343,750 requested – Made no change;

(Continued on Page 8)

6. Continued…

   A. Continued…

      (17) Pensacola Caring Hearts, Inc. - $20,000 requested – Made no change;

      (18) Pensacola's Promise/Chain Reaction - $19,000 requested – Made no change;

      (19) United Way of Escambia County - $90,725 requested – Made no change;

      (20) West Florida Regional Planning Council - $21,289 requested – Agreed to fund $21,289;

      (21) Wildlife Sanctuary - $35,000 requested – Made no change; and

      (22) 2-1-1 Northwest Florida - $25,000 requested – Agreed to fund $25,000; and

   B. Discussed funding Economic Development Fund Outside Agencies/Local Option Sales Tax Fund, as follows:

      (1) Century Economic Development Initiative - $50,000;

      (2) Gulf Coast African American Chamber of Commerce - $60,000; and

      (3) PEDC (Pensacola-Escambia Promotion and Development Commission) - $550,000; and

   C. Discussed the $5,309,693 funding request from Visit Pensacola from the Third Cent Tourist Development Tax and made no change;

   D. Discussed funding requests from the Fourth Cent Tourist Development Tax, as follows, and made no changes to the listed requests:

      (1) African American Heritage Society - $30,000;

      (2) Naval Aviation Museum Foundation - $100,000;

      (3) Sertoma's 4th of July Celebration - $75,000;

      (4) St. Michael's Cemetery - $25,000;

      (5) St. Michael's Cemetery – Mt. Zion - $20,000;

(Continued on Page 9)

6. Continued…

   D. Continued…

      (6) St. Michael's Cemetery – AME Zion and Magnolia - $25,000;

      (7) Visit Pensacola - $1,411,146;

      (8) West Florida Historic Preservation, Inc. - $120,000; and

      (9) William Banks Enterprise - $250,000.

   Speaker(s):

Joyce Arnold	Sharon Berg
Carole Tebay	Melissa Pino
Greg Strader	David Lister
John Clark	Chandra Smiley
Bruce Watson Jr.	Richard Harrah
Stacey Kostevicki	Rebecca Hale
Ildi Hosman	Dr. David Josephs
Christine Fausel	Rodney Jones
Douglas White	Connie Bookman
Arnetha Welcome	Kristin Fairchild
Laura Gilliam	Dorothy Kaufmann
Brian Wyer	Dave Hoxeng
Steve Hayes	Lucy Stulfi
Angie West-Robinson	Riannon Boven
Margo Stringfield	Robert Overton
Sigrid Solgard	William "Cadillac" Banks

7. BCC Departments

   The C/W reviewed the proposed budgets for County Departments, and:

   A. Heard a review of the proposed Board of County Commissioners budget and Non-Departmental budget from County Administrator Brown, were advised that the only increase in this aspect of the budget is from the 3% pay increase and the increase in the cost of health insurance, and made no change;

(Continued on Page 10)

7. Continued…

   B. Heard a review of the proposed budget for the County Attorney's Office from County Attorney Rogers and made no change;

   C. Heard a review of the proposed County Administration budget from County Administrator Brown and made no change;

   D. Heard a review of the proposed budget for Extension Services from Director Nick Simmons and made no change;

   E. Heard a review of the proposed budget for the Public Works Department from Joy Jones, Director; Wes Moreno, Deputy Director; Colby Brown, Deputy Director; and David Forte, Traffic and Transportation Manager, and made no change;

   F. Heard a review of the proposed budget for the Development Services Department from Horace Jones, Director, and Charlie Gonzalez, Graphic Information Systems Manager, and made no change;

   G. Heard a review of the proposed budget for the Human Resources Department from Eric Kleinert, Director, and made no change;

   H. Heard a review of the proposed budget for the Mass Transit Department from Mike Crittenden, Director, and made no change;

   I. Heard a review of the proposed budget for the Parks and Recreation Department from Michael Rhodes, Director, and made no change;

   J. Heard a review of the proposed budget for the Neighborhood and Human Services Department from Tonya Gant, Director, and Clara Long, Community Redevelopment Agency Manager, and made no change;

   K. Heard a review of the proposed budget for the Assistant County Administrator from County Administrator Brown and made no change;

   L. Heard a review of the proposed budget for the Management and Budget Services Department from Stephan Hall, Manager; the Risk Management Department from Bob Dye, Manager; the Purchasing Department from Paul Nobles, Manager; and the Bay Center from Cyndee Pennington, General Manager, and Suann Nowlan, Finance Director, and made no change;

(Continued on Page 11)

7. Continued…

   M. Heard a review of the proposed budget for the Library Department from Todd Humble, Director, and made no change;

   N. Heard a review of the proposed budget for the Information Technology Department from Shawn Fletcher, Director, and made no change;

   O. Heard a review of the proposed budget for the Solid Waste Services Department from Pat Johnson, Director, and made no change;

   P. Heard a review of the proposed budget for the Natural Resource Management Department from Chips Kirschenfeld, Director, and made no change;

   Q. Heard a review of the proposed budget for the Corrections Department from Selina Barnes, Jail Commander, and made no change;

   R. Heard a review of the proposed budget for the Public Safety Department from Mike Weaver, Director, and John Dosh, Emergency Manager, and made no change;

   S. Heard a review of the proposed budget for the Facilities Department from Bob Dye, Interim Director, and made no change; and

   T. Heard a review of the proposed budget for the Building Services Department from Tim Tolbert, Director, and John Robinson, Animal Services Manager, and agreed to add an additional $15,000 to the low cost spay and neuter fund for Animal Services.

8. Adjourn

   Chairman Bergosh declared the Budget C/W Workshop adjourned at 2:07 p.m. on July 10, 2018.

   Chairman Bergosh declared the Budget C/W Workshop adjourned at 1:33 p.m. on July 11, 2018.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

July 12, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Angela D. Crawley, Assistant to the County Administrator

Absent: Commissioner Lumon J. May, Vice Chairman, District 3

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Committee of the Whole (C/W) Workshop to order at 9:03 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on July 7, 2018, in the Board's Weekly Meeting Schedule.

3. Local Option Sales Tax IV Plan

A. Board Discussion – The C/W discussed the Local Option Sales Tax (LOST) IV, as presented by Assistant County Administrator Amy Lovoy, and which was also provided in hard copy, and:

(1) Was informed by Ms. Lovoy that:

(a) Based on the Budget C/W Workshops, several items are being moved to LOST, including the asset management system from the Supervisor of Elections from the 1.8 million currently allocated; and

(b) Items include Junior Achievement, in the amount of $20,000; the Gulf Coast African American Chamber of Commerce, in the amount of $60,000; Escambia County School Readiness Coalition, in the amount of $238,875; and the Town of Century, in the amount of $50,000; and

(2) Was advised by County Administrator Brown that the summer intern program, in the amount of $200,000, can be moved to LOST also;

(3) Heard a request from Commissioner Bergosh that any item that can be added to LOST be added since there is more latitude with LOST than with the General Fund;

(4) Reviewed the allocation for Public Works/Drainage LOST projects, as presented by Joy Jones, County Engineer, and Ms. Lovoy, and made the following changes:

(a) Split the Dunaway Lane project in half with $250,000 allocated in 2019 and $250,000 allocated in 2020;

(b) Moved the Floridian ditch restoration project to 2019, in the amount of $150,000;

(c) Moved the Midas-Muldoon area project to 2023;

(d) Moved the Chandler Street project to 2022; and

(e) Moved the Willowbrook project to 2019; and

(Continued on Page 3)

3. Continued…

   A. Continued…

      (5) Reviewed the allocation for Public Works/Transportation LOST projects, as presented by Joy Jones, County Engineer, and David Forte, Traffic and Transportation Manager, was advised by Commissioner Underhill that he wants to see the funding for Sorrento Road identified, and made the following changes:

         (a) Moved the 4-laning of Pine Forest Road, in the amount of $200,000, into 2018; and

         (b) Moved $200,000 from the Pensacola Beach project to get started on Pine Forest Road and discussed the potential methods for re-allocating the money back into the Pensacola Beach project; and

      (6) Reviewed the allocation for Public Works/Resurfacing LOST projects, as presented by Wes Moreno, Deputy Director, and made no change;

      (7) Discussed Commissioner Barry's idea concerning whether inmate road crew officers and employees could be funded through LOST and requested that staff look into this possibility; and

      (8) Was advised by Commissioner Underhill that he would like to see the numbers for resurfacing 1/20th of roads in Escambia County to keep up with the deterioration of the roadways; and

   B. Board Direction – None.

4. Progress Update on the New Correctional Facility

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *New Escambia County Correctional Facility – Progress Update*, presented by Steve Jernigan, Bay Design, and Bob Dye, Interim Facilities Director, and the C/W:

      (1) Was informed by Mr. Jernigan that:

         (a) The construction progress is going well, the mobilization for construction/site clearing is complete, the site preparation and clearing is being completed, and the auger cast piles are continuing to be installed;

(Continued on Page 4)

4. Continued…

A. Continued…

(1) Continued…

(b) As far as design development, review meetings were conducted May 15-17, 2018, and a follow up security electronics and hardware review was held June 5-7, 2018; and

(c) The 75% plans were distributed for review; and

(2) Was informed by Shane Lyle, Director of Architecture for GRW, that:

(a) The exterior of the building, colors, and patterns are ready to be determined;

(b) Based on feedback from the Board, GRW explored colorization options, rather than simply a gray building; and

(c) After working with County staff, the color scheme that is being presented is a slate blue and off-white for the building and Mr. Lyle would like any additional feedback from the Board; and

(3) In response to concerns about the white color being difficult to maintain, was informed by Mr. Jernigan that the material would be metal panels with a smooth surface that would be easier to keep clean, and was chosen based on wanting to keep within the off-white to light gray color family due to the energy saving potential;

(4) Heard agreement from Commissioner Bergosh and Commissioner Robinson on changing the white panels to a light gray; and

(5) Was advised by Mr. Jernigan that all timelines have currently been met; and

B. Board Direction – None.

5. ECAT (Escambia County Area Transit) Adopt-A-Shelter Program

A. Board Discussion – The C/W discussed a proposal for the ECAT Adopt-A-Shelter Program, presented by Tonya Ellis, Mass Transit Division Manager, and the C/W:

(1) Was informed by Ms. Ellis that:

(a) The program was brought to staff's attention because a civic group requested to donate shelters to ECAT with the ability to do advertising;

(b) ECAT does currently have an advertising program, which includes 1,095 bus stops and over 80 bus shelters and benches;

(c) After looking into other transit systems, staff found that other systems do an adopt-a-shelter program;

(d) Based on research, staff would like the Board to consider a similar program where individuals or civic groups can adopt a shelter and put their name on the shelter or bench and assist with maintaining cleanliness of the area; and

(e) This would be in addition to the current advertising program already in practice; and

(2) Was advised by Commissioner Barry that he would like to know if the value can be established for the adoption of the shelters and whether the County or a department within the County can establish a 501(c)(3) non-profit, and was advised by County Attorney Rogers that it is possible;

(3) Was advised by Commissioner Barry that, in his opinion, it would be worthwhile to pursue creating a 501(c)(3) so that tax letters can be provided for corporations and other donors, as the benefit of a tax write-off would likely aid in participation;

(4) Was advised by Assistant County Administrator Lovoy that, if she remembers correctly, the donor assigns the value to what they are donating, so staff can suggest an amount, but that the donor would ultimately determine the value;

(5) Was advised by Commissioner Bergosh that he supports the program and would like to see this same concept moved forward in regard to roadway adoptions;

(6) Heard comments from Commissioner Robinson that he recommends keeping separate non-profit groups for separate funds; and

(Continued on Page 6)

5. Continued…

   B. Board Direction – The C/W recommends that the Board move the Adopt-A-Shelter Program and include the idea of establishing a non-profit for this purpose.

      Recommended 4-0, with Commissioner May absent

6. Bay Center/Wind Creek – Advertising

   A. Board Discussion – The C/W discussed a sponsorship advertising package and viewed sample ads from Wind Creek Casino and Hotel for the Bay Center, and;

      (1) Was informed by Commissioner Bergosh that the Board needs to decide whether they will accept the $15,000 from Wind Creek to allow them to advertise at the Bay Center;

      (2) Was informed by County Attorney Rogers that the advertising will consist of social media, indoor, and outdoor advertising, and it is being brought before the Board because there is a County policy concerning the display/advertising of adult entertainment;

      (3) Heard comments of support from Commissioner Bergosh and that, in his opinion, gambling does not fall under the category of adult entertainment;

      (4) Was informed by Cyndee Pennington, General Manager of the Bay Center, that Wind Creek would not be the named sponsor of the arena and that Lewis Bear currently advertises with the Bay Center;

      (5) Heard comments of support from Commissioner Barry;

      (6) Heard comments from Commissioner Robinson regarding his support based on the premise that citizens visiting Wind Creek are not compelled to gamble and can take advantage of other amenities provided by the casino;

      (7) Heard comments against the advertising package from Commissioner Underhill because, in his opinion, gambling is a toxic force and strips the economy;

      (8) Heard comments from Commissioner Robinson regarding his opinion that allowing the advertising should not be considered an endorsement; and

(Continued on Page 7)

6. Continued…

   A. Continued…

      (9) Was advised by Commissioner Barry that the Poarch Band of Creek Indians are the largest non-agency donor to schools in the north part of District 5, and that if their money is good enough to support public education, he does not see why the Board would turn it down;

      (10) Was advised by Commissioner Bergosh that the Board's policy should be re-opened and a firm stake put in the ground; and

      (11) Was advised by Commissioner Underhill that the majority of citizens in Florida have always moved to curtail gambling; and

   B. Board Direction – None.

7. Adjourn

   Chairman Bergosh declared the C/W Workshop adjourned at 10:44 a.m.

DRAFT MINUTES OF THE SPECIAL JOINT MEETING WITH THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SANTA ROSA ISLAND AUTHORITY BOARD

JULY 17, 2018

Board of County Commissioners (BCC)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Santa Rosa Island Authority Board (SRIA)

Present: Jerome E. Watson, Chairman
Karen Sindel, Vice Chair
Janice E. Perkins-Gilley, Secretary/Treasurer
Thomas Campanella
Brigette Brooks
Paolo Ghio, Executive Director
Michael Stebbins, SRIA Attorney

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Minutes prepared by: Lizabeth Carew

AGENDA ITEMS

1. Call to Order

   BCC Chairman Bergosh called the Special Joint Meeting with the Escambia County Board of County Commissioners and the Santa Rosa Island Authority Board to order at 5:36 p.m.

AGENDA ITEMS – Continued

2. Invocation

   The Boards observed a moment of silence.

3. Pledge of Allegiance to the Flag

   BCC Chairman Bergosh led the Pledge of Allegiance to the Flag.

4. Proof of Publication

   The Board was advised by Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was posted on the County's website and sent by media blast on June 26, 2018.

5. Adoption of the Agenda

   Recommendation: That the Board adopt the agenda as prepared.

Motion: To adopt the agenda	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	

6. Comments – Jeff Bergosh, Chairman, Board of County Commissioners

   BCC Chairman Bergosh provided opening remarks.

7. Comments – Jerome E. Watson, Chairman, Santa Rosa Island Authority

   SRIA Chairman Watson provided opening remarks.

8. Public Forum

   The Boards heard comments from Allen Moretsky concerning mobile vending on Pensacola Beach.

AGENDA ITEMS – Continued

9. Chris Jones, Escambia County Property Appraiser, to present an overview of the Pensacola Beach litigation: where we were, where we are, and discussion for where we need to go

The Boards viewed and discussed a PowerPoint Presentation, entitled *Pensacola Beach*, presented by the Honorable Chris Jones, Escambia County Property Appraiser.

10. Lease Renewals

The Boards:

A. Were advised by the Honorable Chris Jones, Escambia County Property Appraiser, that there are 86 commercial leases, 1,581 residential non-condo leases, and 2,276 condo leases;

B. Discussed the existing terms of the leases and the process by which the properties are taxed;

C. Were advised by Commissioner Robinson that he vehemently opposes taking any action related to taxing the Pensacola Beach lease holders as long as he is in office;

D. Were advised by Commissioner Barry he is supportive of any action that creates equity amongst the Pensacola Beach lease holders;

E. Were advised by Commissioner Underhill that he believes the Board should proceed cautiously, he is willing to have a conversation about something that would limit leaseholders from not being able to renew their lease until they are in the last three to five years of the lease, and he is unwilling to participate too much more in the discussion or take any action until after the new Commissioner for District 4 is in place;

F. Heard comments from Dr. Campanella concerning lease fees versus non ad valorem taxes;

G. Were advised by Ms. Brooks that she is not opposed to the County potentially developing something that might be a guideline for the Island Authority to evaluate;

(Continued on Page 4)

AGENDA ITEMS – Continued

10. Continued…

H. Heard the request from Ms. Sindel that BCC keep in mind that there are master lease holders when considering a possible change in the language of the leases;

I. Were advised by Commissioner Bergosh that he will be bringing forth for discussion at the next Committee of the Whole Workshop potential solutions to create equity amongst the Pensacola Beach lease holders; and

J. Heard comments from Commissioner May advising that due diligence and the proper public input should take place before any final decision is made concerning this issue.

11. Toll Booths

The Boards:

A. Were advised by Commissioner Robinson that the revenue collected at the toll booth is being used to pay a bond for Via DeLuna and, in his opinion, he does not think the Board should take any action concerning the toll until issues relating to the purchase of annual passes is resolved;

B. Were advised by Commissioner Underhill that he would like to see a financial analysis on how to create the same revenue stream off of parking rentals and he has no appetite to implement a change to all SunPass lanes at this time;

C. Heard Commissioner Bergosh suggest lowering the toll to $.50, making the lanes toll-by-plate, and implementing premium paid parking at the front half of Casino Beach, which he believes will alleviate some of the traffic; and

D. Were advised by Commissioner May that he is interested in looking at an analysis of "toll booth versus parking" and he will not support the elimination of a cash toll lane.

12. Parking

This topic was discussed during the previous agenda item.

AGENDA ITEMS – Continued

13. Roundabouts – Leverage BCC assets going forward

The Boards:

A. Were advised by Commissioner Bergosh, Commissioner Barry, Dr. Campanella, and Ms. Brooks that the majority of the feedback they have received and/or gauged has been in opposition of roundabouts;

B. Based on comments made by Commissioner Barry and Commissioner May, were advised by County Administrator Brown that an analysis of the contract with Volkert, Inc. [the firm contracted by the County for consulting services for the Pensacola Beach Congestion Management Plan], detailing the total amount owed to the contractor if the contract were to be terminated at this time, will be brought to the Board;

C. Were advised by Commissioner Underhill that:

(1) He has received more positive feedback in terms of the desire for a roundabout and there is no question in his mind that the proposed design fits, that it works, and that Escambia drivers would be able to handle it; and unless there is some vast savings to be had, he is disinclined to renege on the [consulting] contract; and

(2) Although he believes the roundabout design is right for Pensacola Beach, he does not believe the County can afford to build it; and

D. Heard comments from Commissioner Robinson concerning challenges that need to be considered when developing long-term strategies for that intersection.

Speaker(s):

Jim Cox
Melissa Pino

AGENDA ITEMS – Continued

14. Discussion regarding the General Fund

The Boards:

A. Were advised by County Administrator Brown that he would like the opportunity to work with SRIA Director Paolo Ghio to come up with a menu of ideas, to be presented to the BCC and the SRIA Board members, which may include increasing Pensacola Beach lease fees or considering another type of fund, to help offset a future shortfall against the County's General Fund;

B. Were advised by Commissioner Robinson that, in his opinion, the County will have to look at re-evaluating and increasing the lease fees by some percentage to offset the shortfall; and

C. Were advised by Commissioner Barry that he will not support tying direct ad valorem revenue that comes off the Island to the direct services that go onto the Island.

Speaker(s):

Teresa "Terry" Preston
Charles Rotenberry

ADJOURNMENT

There being no further business to come before the Boards, Chairman Bergosh declared the Special Joint Meeting with the Escambia County Board of County Commissioners and the Santa Rosa Island Authority Board adjourned at 8:24 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: , 2018

REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

July 19, 2018
(9:17 a.m. – 11:15 a.m.)

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

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: Jessica Whittle

1. FOR INFORMATION: The agenda for the July 19, 2018, Regular Board Meeting was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and Alison Rogers, County Attorney, reviewed the Written Communication Items;

   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 and James Welcome spoke regarding Item III-4;

   E. County Attorney Rogers reviewed the County Attorney's Report; Lily Eubanks spoke regarding Item II-2; Commissioner Robinson reviewed Item II-3; and Sara Lefevers, Vice President of Quality of Life, Pensacola Young Professionals, spoke regarding Item II-3; and

   F. Commissioner Bergosh reviewed his add-on item.

DRAFT MINUTES OF THE GARY SANSING PUBLIC FORUM
AND REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

July 19, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
(Regular Board Meeting Only)
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4 (Regular Board Meeting Only)
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
(Regular Board Meeting Only)
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: Jessica Whittle

GARY SANSING PUBLIC FORUM

Chairman Bergosh called the Gary Sansing Public Forum to order at 4:31 p.m.

1. FOR INFORMATION: The Board heard comments from Claud Gillette concerning Total SunPass on the Bob Sikes Bridge.

2. FOR INFORMATION: The Board heard comments from Michael Kimberl concerning homelessness in the area of the Midtown Commerce Park.

3. FOR INFORMATION: The Board heard comments from LaFanette Soles-Woods concerning neighborhood issues.

4:41 P.M. – GARY SANSING PUBLIC FORUM ADJOURNED
5:32 P.M. – REGULAR BOARD MEETING CONVENED

REGULAR BCC AGENDA

1. Call to Order

   Chairman Bergosh called the Regular Meeting of the Board of County Commissioners to order at 5:32 p.m.

REGULAR BCC AGENDA – Continued

2. Invocation

   The Board observed a moment of silence.

3. Pledge of Allegiance to the Flag

   Aiden Webster of Boy Scouts Troop 628 led the Pledge of Allegiance to the Flag.

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

Motion: Move the Agenda as amended	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill expressed his appreciation to Tim Day and his team for their work on the Pensacola Inlet Management Program in obtaining a $300,000 state grant;

   B. District 4 – Commissioner Robinson offered thoughts and prayers to the family of Megan Cooper while they search for a missing family member; offered thoughts and prayers to Pensacola's sister city, Gero, Japan, after recent heavy rainfall events; expressed his appreciation to the Santa Rosa Island Authority for the weekend Blue Angels experience; and expressed his appreciation to Commissioner May for his work during his attendance at NACo;

   C. District 5 – Commissioner Barry expressed his appreciation to the staff and all involved for the work on the Santa Rosa Island Authority joint meeting and his hopes that similar joint meetings will continue in the future;

   D. District 3 – Commissioner May conveyed the appreciation of the Sansing family for the renaming of the Gary Sansing Public Forum; expressed his respect to Commissioner Robinson for his work with NACo over the last ten years; and expressed his appreciation for the consideration offered to him concerning his recent absence at budget meetings;

   E. District 1 – Commissioner Bergosh reported that the Escambia County Jail and corrections facilities passed a rigorous evaluation by the State and expressed appreciation to Selina Barnes, Dr. Edler, the team of medical professionals, and all involved for their hard work; expressed his appreciation to Robert Turpin, Director of Marine Services, for the creation of a new artificial reef; offered congratulations to Officer Chris Moody of Animal Control for a letter of appreciation that was received from a member of the public regarding his service; and offered congratulations to the City of Pensacola for their preliminary approval of a $56 million grant.

REGULAR BCC AGENDA – Continued

6. Recommendation: That the Board adopt the Proclamation extending a warm welcome to Imperial Potentate Jim Cain upon the occasion of his visit to the Hadji Shrine Temple, in Escambia County, Florida, on July 26-27, 2018.

Motion: Move the Item	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	

7. Written Communication:

   A. Recommendation: That the Board review and consider the Lien relief request made by Attorney Bentley M. Fisher, Attorney for the family and estate of Ethebert C. Stuckey, against five properties encumbered by Liens generated at 12 Marshall Lane.

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

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

   Attorney Fisher submitted a written communication on April 27, 2018, requesting releases for five properties due to the fact the county foreclosed on 12 Marshall Lane and the Liens were deemed satisfied.

Motion: To provide lien relief, assuming the recording filing to be paid by the applicant	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): Bentley M. Fisher	

(Continued)

REGULAR BCC AGENDA – Continued

7. Continued…

B. Recommendation: That the Board review and consider the Lien relief request made by Jimmie W. Dagen attached to 2230 Fannie Road.

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

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

Mr. Jimmie Dagen made the request to appear before the Board of County Commissioners. The property is currently in probate. Mr. Dagen is requesting the property located at 2230 Fannie Road be granted a partial release from the two Liens attached to the property located at 120 Front Street.

Motion: No Action Taken	
Made by:	**Seconded:**
Disposition:	
Speaker(s): Jimmie Dagen	

C. June 26, 2018, communication from Robert Tod Bancells requesting the release of mineral rights as part of the real estate closing for the property located at 901 Krasnosky Street; Pensacola, Florida; Tax Account Number 07-0979-200.

Motion: Release the mineral rights	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

REGULAR BCC AGENDA – Continued

8. 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.

Motion: Move, waiving the reading	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

9. Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W) at the July 10, 2018, Budget C/W Workshop and the July 12, 2018, C/W Workshop:

   A. Tentatively accept the County's Millage rates, as presented (Budget C/W Item #3); and

   B. Move the Adopt-A-Shelter Program and include the idea of establishing a non-profit for this purpose (C/W Item #5).

Motion: Move A and B	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2018, as required by Ordinance Number 95-13; on May 31, 2018, the portfolio market value was $367,161,307 and portfolio earnings totaled $568,864 for the month; the short-term portfolio yield 1.52%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.78%; the long-term CORE portfolio achieved a yield of 2.51%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.48%.

Motion: Move the Clerk's Report	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

2. Recommendation: That the Board approve Records Disposition Document No. 660, for disposition of Board of County Commissioners' Records, Item #32, Minutes: Official Meetings, for the period July 18, 2017, through December 14, 2017, in accordance with State Retention Schedule GS1, since the permanent records have been digitally imaged.

Motion: Move the Clerk's Report	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

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

   A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 5, 2018; and

   B. Approve the Minutes of the Regular Board Meeting held July 5, 2018.

Motion: Move the Clerk's Report	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. ACTION ITEM

1. Recommendation: That the Board take the following action concerning recording of Tanglewood (a 45-lot residential subdivision), located in the Bellview Community and lying south of Godwin Lane and east of Blue Angel Parkway. Owned and developed by Esplanade Communities of Florida, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute;

   A. Approve the final plat for recording;

   B. Approve the street names "Apple Ridge Drive and Apple Ridge Circle";

   C. Accept all public easements, pond, drainage improvements within public easements as depicted upon the final plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

   D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage improvements.

Motion: Move the Item	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve the Disposition of Property Form for the property that has far exceeded the manufacturer's warranty and is past its end-of-life. Some equipment is not operational and is now no longer of use to this department.

Motion: To approve Consent Agenda Items 1 through 5, with the exception of Item 3	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board accept for filing with the Board's Minutes, the June 21, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: To approve Consent Agenda Items 1 through 5, with the exception of Item 3	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

3. Recommendation: That the Board ratify the County Administrator's signature on the HUD Environmental Review for Continuum of Care Project "NEW Permanent Supportive Housing Program," sponsored by Lakeview Center, Inc.

Motion: Move the Item	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	
For Information: Commissioner Robinson disclosed he has a business relationship with Lakeview Center	

4. Recommendation: That the Board approve the revised Purchase Order General Terms and Conditions as follows:

    1. Acceptance, Entire Agreement - By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.

    2. Inspection - All goods/services delivered hereunder shall be accepted subject to County’s inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.

(Continued)

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

3. Delivery, Risk of Loss - All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.

4. Delivery of Excess Quantities - If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

5. Time is of the Essence - Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.

6. Delivery Tickets - All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

(Continued)

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

7. Material Safety Data Sheet - At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.

8. Changes - The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.

9. Invoicing and Payment - After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.

10. Taxes - The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.

11. Government Regulations - Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

(Continued)

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

12. Compliance with Laws - In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.

13. Warranties - In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.

14. Warranty of Non-Infringement - Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.

(Continued)

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

15. Work on County Premises - If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.

16. Liens - All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.

17. Indemnification - Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

(Continued)

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

18. Insurance - Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.

19. Contingent Fees - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

20. Gratuities - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.

21. Termination for Default - The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.

(Continued)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

22. Termination for Convenience - The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.

23. Force Majeure - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.

24. Assignment - Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.

25. Extent of Obligation - The County is obligated hereunder only to the extent of authorized orders placed against this PO.

26. Governing Law - This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.

27. Annual Appropriations - The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.

28. Advertising - Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.

(Continued)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

29. 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, Fla. Stat. 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, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. 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

Motion: To approve Consent Agenda Items 1 through 5, with the exception of Item 3	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

5. Recommendation: That the Board take the following action:

A. Approve the Escambia County 4-H Livestock Facility Use Sample Agreement, to be used as the contract document for rental of the facility for non-Extension/4-H events held at 5701 Highway 99, Molino, Florida 32577; and

B. Authorize Nick Simmons, Extension Services Division Manager, to execute the Agreement.

Motion: To approve Consent Agenda Items 1 through 5, with the exception of Item 3	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board approve and authorize the Chairman to sign the First Amendment to the Memorandum of Agreement (MOA) between the Escambia County Board of County Commissioners and the Pensacola-Escambia County Promotion and Development Commission (PEDC), approved by the Board on March 16, 2017, that established an interest-free Line of Credit (LOC) with the County in order to cashflow activities associated with Project FOIL, aka The Bluffs. This Amendment changes the primary source of repayment from the Florida Department of Economic Opportunity to the Florida Department of Transportation and extends the expiration date of the MOA and timeframe of repayment to 180 days after the project completion date of December 31, 2019.

   As under the original terms of the MOA, the budgetary impact would be nil as PEDC must reimburse the County.

   [Funding Source: LOST III, Fund 352, Cost Center 110267 - not to exceed $750,000 before reimbursement by PEDC, $0 after reimbursement]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number 19-FG-XX-01-27-01-XXX:

   A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $107,380, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period from July 1, 2018, through June 30, 2019;

   B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

   C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

      "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and condition of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

   The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

   Section (22) Mandated Conditions, Subsection "B," that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

   [Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330409]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida, between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

   A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners; and

   B. Authorize the Chairman to execute the Agreement.

   [Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003]

Motion: Move the Item	
Made by: Commissioner Barry	**Seconded:** Commissioner May
Disposition: Carried 4-0, with Commissioner Robinson temporarily out of Board Chambers	
Speaker(s): Cathy White	

4. Recommendation: That the Board take the following action concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida:

   A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida, that provides for vocational training of incarcerated adult students located at the Escambia County Road Prison, for a not-to-exceed amount of $57,196 ($32,196 for full-time vocational instructor, $5,000 for a part-time certified testing administrator, and $20,000 for materials, equipment, and supplies); and

   B. Authorize the Chairman to execute the Memorandum of Understanding.

   [Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Inmate Commissary]

Motion: Move the Item	
Made by: Commissioner May	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve the funding allocation of $5,000 from Commissioner Jeff Bergosh's discretionary money for the Pensacola Humane Society to continue to provide Low Cost Spay and Neutering services through the end of our Fiscal Year, September 30, 2018.

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

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

6. Recommendation: That the Board ratify the following July 19, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

   A. Approving the following cancellations of nine Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Kim M. and Randy Conradson	707 Rue Max Street	$1,825
Willie G. Gray, Jr.,	3812 West Cervantes Street	$5,333
Curtis and Elizabeth A. Hughley	303 Lakewood Road	$3,608
Marjory E. Tandy	16 Ruberia Avenue	$1,887
Travelstar Properties, LLC	211 Lakewood Road	$3,050
James C. and Cheryl I. Tellefson	202 Bryant Road	$4,687
Winifred Wallace	3119 West La Rua Street	$3,799
Edward G. and Sandra L. Wilson	414 Greve Road	$3,846
Jay A. Yedrysek	209 Greve Road	$1,300

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

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board ratify the following July 19, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

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

Property Owner	Address	Amount
Basic Chemicals, Inc.	8677 North Old Palafox	$3,455
Coastline Commercial, LLC	3470 Barrancas Avenue	$10,000
Du Thi Le & Tran Nhuong	1800 North Pace Boulevard	$10,000

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

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order #4, to American Facility Services, Inc., Vendor ID #012106, for the continued janitorial services to the Library Services Department:

Department:	Library Services
Division:	
Type:	Addition
Amount:	$7,780.31
Vendor:	American Facility Services, Inc. #012106
Purchase Order (PO) #:	180095
Change Order (CO) #:	4
Cost Center for CO:	110105
Original PO Amount:	$15,202.00
Cumulative Amount of Change Orders:	$40,638.31
New PO Total:	$55,840.31

The Change Order is a request for additional funds from the Library Fund (Fund 113), Cost Center 110105 to American Facility Services, Inc., to close out PO#180095.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

9. Recommendation: That the Board approve and authorize the issuance of a Purchase Order for up to nine Cummins Engines DR6955RX to Rush Truck Center of Alabama, Inc., per the terms and conditions of PD 17-18.058, for nine Cummins Engines, for Escambia County Area Transit (ECAT), for a unit price of $25,370 each, for total of $228,330.

[Funding: Fund 320, FTA Capital Projects, Cost Center 211223, Object Code 56401]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board approve and authorize the issuance of a Purchase Order to Gulf City Body & Trailer Works, Inc., for two 94 cubic yard open containers, per the terms and conditions of PD 17-18.057, for a unit price of $80,890 each, and a total price of $161,780.

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

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

11. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Midsouth Paving, Inc., per the terms and conditions of PD 17-18.059, Resurfacing Group 17-18, in the amount of $4,243,407.07.

    [Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project Number 18EN0238]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreements between Escambia County, Florida, and the following:

    A. Justified Incarcerated Ministries, Inc., at a rate of $2,500 per month inclusive of all costs or expenses incurred by the Contractor in the performance of services pursuant to this Agreement; and

    B. New Vision Worship Center of Northwest Florida, Inc., at a rate of $2,500 per month inclusive of all costs or expenses incurred by the Contractor in the performance of services pursuant to this Agreement, per the terms and conditions of PD 17-18.047, Chaplaincy for Escambia County Jail.

    [Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406, Object Code 53101]

Motion: Move 12, and "offer the services at a one-year contract to both providers"	
Made by: Commissioner May	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	

13. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, and Rebol-Battle & Associates, LLC, per the terms and conditions of PD 17-18.042, South Chemstrand Road Sidewalks, for a lump sum amount of $98,842.84.

    [Funding: Fund 353, LOST IV 2018, Cost Center 210106, Object Code 56301, Project 18EN0303]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board take the following action regarding the purchase of one waste disposal track-type loader:

    A. Authorize the County to utilize the Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson/National IPA Contract - RFP # 161534, in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval; and

    B. Authorize the issuance of a Purchase Order for the purchase of one waste disposal track-type loader for the Waste Services Department of Escambia County, Florida, to Thompson Tractor Company, in the amount of $298,729, according to the specifications outlined in Specification Number VE 17-18.019.

    In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County web site for 30 days. The original quote and one additional bid were received.

    [Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SEM Operations; Object Code 56401, Machinery & Equipment]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

15. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, and Sigma Consulting Group, Inc., per the terms and conditions of PD 17-18.039, Design Services for Blue Berry Road Dirt Road Paving and Drainage, for a lump sum amount of $78,713.

    [Funding: Fund 352 (LOST III), Cost Center 210107, Object Code 56301, Project Number 08EN0068, $18,713; Fund 353 (LOST IV), Cost Center 210106, Object Code 56301, Project Number 18EN0255, $60,000]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, and Florida Pest Control & Chemical Company, Inc., per the terms and conditions of PD 17-18.056, for a period of one year, with options for up to two additional one-year renewals, effective upon execution of the Agreement in the amount of $26,040 annually.

[Funding:
Facilities:
A. Fund 001, General Fund; Cost Center 310203, Facilities Maintenance; Object Code 53401, Other Contractual Services in the amount of $12,696.
B. Fund 113, Library Fund; Cost Center 110502, Maintenance; Object Code 53401, Other Contractual Services; in the amount of $840.
C. Fund 501, Internal Service Fund; Cost Center 150112, Employee Health Clinic; Object Code 53401, Other Contractual Services; in the amount of $168.

Escambia County Fire Services:
Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 53401, Other Contractual Services; in the amount of $2,784.

Road Department:
Fund 001, General Fund; Cost Center 210402, Road Maintenance; Object Code 53401, Other Contractual Services; in the amount of $696.

Solid Waste Department:
A. Fund 401, Waste Services; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; in the amount of $240.
B. Fund 401, Waste Services; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; in the amount of $120.
C. Fund 401, Waste Services; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; in the amount of $480.

Parks and Recreation:
A. Fund 001, General Fund; Cost Center 350204, Lake Stone; Object Code 53401, Other Contractual Services; in the amount of $120.
B. Fund 001, General Fund; Cost Center 350229, Parks Capital Projects; Object Code 53401, Other Contractual Services; Project Number 06PR0085, in the amount of $120.
C. Fund 001, General Fund; Cost Center 350229, Parks Capital Projects; Object Code 53401, Other Contractual Services; Project Number 08PR0025; in the amount of $540.
D. Fund 001, General Fund; Cost Center 350231, Equestrian Center Lost; Object Code 53401, Other Contractual Services; Project Number 08PR0031; in the amount of $180.

(Continued)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Continued…

E. Fund 001, General Fund; Cost Center 350237, Rents-Park Community Centers; Object Code 53401, Other Contractual Services; in the amount of $120.

Community Corrections/Probation:
A. Fund 175, Road Prison; Cost Center 290202, Care and Custody; Object Code 53401, Other Contractual Services; in the amount of $1,368.
B. Fund 114, Work Release/Probation; Cost Center 290305, Residential Probation; Object Code 53401, Other Contractual Services; in the amount of $456.

Mass Transit:
Fund 104, Mass Transit Fund; Cost Center 211217; Object Code 53401, Other Contractual Services; in the amount of $5,112]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

17. Recommendation: That the Board approve and authorize the issuance of a Purchase Order for one compact track loader and two turf utility vehicles for the Parks and Recreation Department of Escambia County, Florida, to Coastal Machinery Company, in the amount of $78,678.84, according to the specifications outlined in Specification Number VE 17-18.020, per Escambia County Code of Ordinances, Chapter 46, Finance, Article II in whole, and Section 46-111 - Small Business Enterprise Program related to Local Purchases.

[Funding: Fund Number 352, LOST III; Cost Center 350229, Parks Capital Projects; Object Code 56401, Machinery and Equipment; Project Code 08PR0068, Park Maintenance Equipment]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board adopt the Resolution [R2018-75] approving Supplemental Budget Amendment #151, Library Fund (113), in the amount of $2,415, to recognize additional Grant funds and to increase the balance in the State Aid to Libraries Grant account, since the actual Grant award was more than budgeted.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

19. Recommendation: That the Board adopt the Resolution [R2018-76] approving Supplemental Budget Amendment #153, General Fund (001) and Gulf Coast Restoration Fund (118), in the amount of $2,004,349, to recognize proceeds from the the U.S. Department of the Treasury, and to appropriate these funds for two RESTORE Direct Component (Pot 1) Grant Projects, Hollice T. Williams Stormwater Park and South Dogtrack Drainage Design.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

20. Recommendation: That the Board adopt the Resolution [R2018-77] approving Supplemental Budget Amendment #154, FTA Capital Projects Fund (320), in the amount of $153,548, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to upgrade or replace various security cameras and pay Baldwin County per the Grant Agreement.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2018/2019 Budget:

A. Certify the millage rates for Fiscal Year 2018/2019 as follows:

County-wide Operating – 6.6165
Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) – .685
Library MSTU – .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public; the millage rates must be certified by August 4, 2018.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2017/2018;

B. Certify the proposed millage rates at 3.17% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2018/2019;

D. Schedule a Public Hearing on the Fiscal Year 2018/2019 Budget for September 4, 2018, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2018/2019 non-ad valorem special assessment roll at 5:32 p.m., on September 4, 2018, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola Florida.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board take the following action concerning a Resolution [R2018-78] to cancel taxes on parcels of property located on Hollywood Avenue, Account Number 05-2062-000, Reference Number 09-2S-30-0101-001-001; on Godwin Lane, Account Number 09-1488-275, Reference Number 25-2S-31-3306-000-000; and on Massachusetts Avenue, Account Number 05-3903-000, Reference Number 12-2S-30-7001-000-000, which were all recently acquired by the County:

    A. Adopt the Resolution to cancel taxes for the current year for all three properties; and

    B. Authorize the Chairman or Vice Chairman to execute the Resolution without further action of the Board.

    These properties are located within Commission Districts 1, 2 and 3.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

23. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Tractor and Equipment Co., Inc. for the Public Works Department - Road Operations Division:

Department:	Public Works
Division:	Road Operations
Type:	Addition
Amount:	$35,000
Vendor:	Tractor and Equipment Co., Inc.
PO#:	180426
CO#:	3
Original Purchase Order Amount:	$51,000
Cumulative Amount of Change Orders Through this CO:	$49,000
New Purchase Order Total:	$100,000

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 210405, Object Code 54601]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board approve issuing a Purchase Order, for a not-to-exceed amount of $149,985, to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction," to perform intersection upgrades at Fairfield Drive at "L" Street, Fairfield Drive at Texar Drive, and Fairfield Drive at Pace Boulevard.

    [Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 53401]

    These areas for upgrade are in Commission District 3.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, for Engineering and Surveying Services for the Pensacola Beach Master Plan - Access Roadway Alignment Modification:

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	$22,401.27
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan - Access Roadway Alignment Modification
Contract:	PD 10-11.005, Engineering and Surveying Services for the Pensacola Beach Master Plan
PO No.:	121158
CO No.:	14
Original Award Amount:	$149,746.26
Cumulative Amount of Change Orders through this CO:	$1,301,363.90
New Contract Total:	$1,451,110.16

[Funding Source: Fund 167, Bob Sikes Toll Fund, Cost Center 140302, Object Code 56301 - Funding approved at June 7, 2018, BCC Meeting]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board take the following action:

A. Authorize the reallocation of funds from the Capital Improvement Program - Public Works Department LOST (Local Option Sales Tax) III funds, in the amount of $105,197, from the Dirt Road Paving Project, Fund 352, Cost Center 210107, Project #08EN0068 ($80,000), and Project #14EN2845 ($25,197), to the Open Graded Cold Mix (OGCM) Project, Fund 352, Cost Center 210107; Project #09EN0388; and

B. Authorize the County Administrator to issue a Purchase Order to Coastline Striping, Inc., in the amount of $100,197, to stripe several roads overlayed with the OGCM process as follows: Dawson Road, Dortch Road, Melvin Road, Molino Road, and Lambert Bridge Road. The additional $5,000 is being utilized to pay Engineering and Planning Resources for the signing and for pavement marking analysis and design.

[Funding Source: Fund 352, "LOST III," Cost Center 210107]

These roads are within Commission District 5.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

27. Recommendation: That the Board take the following action concerning the filing of traffic restrictions - speed reduction - per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution [R2018-79] establishing the speed limit for the reduction in speed for the Grande Oaks Subdivision, which includes the following roads: Brandermill Drive, Grande Oaks Boulevard, Bushwood Drive, Tillage Drive, Swift Creek Drive, Furrow Road, and Rambling Oaks Drive, from 25 miles per hour to 20 miles per hour; and

(Continued)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Continued…

B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

These roads are located in Commission District 5.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

III. FOR DISCUSSION

1. Recommendation: That the Board take the following action regarding the purchase of 13 real properties located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle, owned by John E. and Carol J. Pepper (Trustees for Pepper Living Trust), for the Jackson Creek Restoration Project:

A. Authorize the purchase of 13 real properties located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle, owned by John E. and Carol J. Pepper (Trustees for Pepper Living Trust), for the Jackson Creek Restoration Project, for the purchase price of $61,300;

B. Approve the Contract for Sale and Purchase for the acquisition of real property (13 parcels; approximately 3.27 acres), located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle; 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 these properties without further action of the Board.

These properties are located within Commission District 2.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #13EN2382]

Motion: Move the Item in the affirmative, Items A, B, and C	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve, by super-majority, or deny the following action regarding the acquisition of real property for the Bristol Park - Ashbury Hills Area Project:

   A. Authorize the purchase of the following parcel, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

      Property Owner: Cornelia H. Gooden
      Property Address: 3016 Ashbury Lane
      Parcel Size: 1.88 acres
      Purchase Price (averaged appraised value): $248,500

   B. Approve the Contract for Sale and Purchase for the acquisition of real property in the Bristol Park - Ashbury Hills Subdivision;

   C. Authorize the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and

   D. 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 this acquisition without further action of the Board.

   This property is located within Commission District 5.

   [Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

Motion: Move the Item, A through D	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11, Heavy Commercial and Light Industrial district (HC/LI), Subsection 3-2.11(a), Purpose; Subsection 3-2.11(b), Permitted Uses; Subsection 3-2.11(b)(6), Industrial and Related; Subsection 3-2.11(c), Conditional Uses; Subsection 3-1.22(d)(8), Site and Building Requirements, Other Requirements; creating Subsection 3-2.11(g), Performance Standards for Certain Parcels, to address industrial uses which are zoned HC/LI and located within Mixed-Use Suburban (MU-S) Future Land Use category.

Motion: No Action Taken	
Made by:	**Seconded:**
Disposition:	
Speaker(s): Jesse Rigby	

4. Recommendation: That the Board consider and take one of the following actions concerning 305 Godwin Street:

   A. Provide payment of $14,500 and $1,300 in costs to Mr. Welcome in exchange for a Quit Claim Deed and proof of costs incurred, per the Board's action on May 3, 2018. Those checks have been cut, awaiting Mr. Welcome's documentation. This would cover his out-of-pocket losses;

   B. Surplus the property and sell it to the highest bidder;

   C. Lease or sell the property to a charitable organization if for a public purpose;

   D. Advise Mr. Welcome that he can file a quiet title or other equitable action against the County in Escambia County Circuit Court, if he wants to make a case that he owns the property;

   E. Maintain status quo, take no additional action and proceed with using the parcel for affordable housing; or

(Continued)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Continued…

F. Approve some other lawful Board action to resolve the dispute.

Motion: "Option A remain on the table for 60 days from today for Mr. Welcome to execute or not execute, at his discretion, and then also Item D, advising Mr. Welcome that the Court is always at your service, that is what it's there for; and then I want to add that anything we do with the property, our staff will be working with Mr. Welcome, that he will be aware of and have input to that process as we move forward with the execution of the plan."	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried 4-1, with Commissioner Robinson voting "no"	
Speaker(s): James Welcome	

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board approve a proposed settlement in the sum of $90,000.00 payable to Judy Mack in exchange for a complete resolution of all claims for workers' compensation benefits.

Motion: To approve Action Item 1	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	

2. Recommendation: That the Board approve and authorize the Chairman to execute the attached Agreement with a reverter condition of the X Street parcel vacated by the County.

Motion: To drop	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION

1. Recommendation: At the request of Commissioner Barry, that the Board discuss the creation of a Community Development Board.

Motion: Move to support the Resolution on the version that came this afternoon out of the County Attorney's Office	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Speaker(s): Sara Lefevers	

2. Recommendation: That the Board discuss the proposed Beach Referendum Ordinance that is scheduled to be heard on Thursday, August 2, 2018 at 5:31 p.m.

Motion: "To change the proposed ballot language to read as follows: On June 21, 2018, the Escambia County Board of County Commissioners adopted a policy to prohibit any privatization through sale or lease of currently unleased properties, especially conservation and preservation properties on Santa Rosa Island. The Board also affirms the 1947 deed giving Santa Rosa Island to the citizens of Escambia County. Do you support these Escambia County policies?" and scheduling a Public Hearing on August 2, 2018.	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried 3-1 with Commissioner Barry voting "no" and Commissioner Underhill temporarily out of Board Chambers	
Speaker(s): Lily Eubanks, Nancy Hagman	

3. Recommendation: At the request of Commissioner Robinson, that the Board approve and authorize the Chairman to sign a letter to Secretary Gainer in support of the Florida Department of Transportation's (FDOT) SR10A/US90 West Cervantes Street/Mobile Highway Corridor Management Plan (CMP), fast tracking construction of the short term safety improvements.

Motion: Move the Item	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

ITEMS ADDED TO THE AGENDA - COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve funding $2,000.00 for the American Cancer Society, "Cattle Barons' Ball", to be held August 24, 2017, from Commissioner Bergosh's discretionary money.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the Item	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

ITEMS ADDED TO THE AGENDA - COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve the City of Pensacola's Neighborhood Services Department's request to use the Brownsville Community Center for their Senior Programs from August 8, 2018 through April 8, 2019, from 8:00 a.m., until 2:00 p.m. The City of Pensacola's Neighborhood Services Department will be responsible for the staffing and cleanup of the Brownsville Community Center during the times they use the facility. The County reserves the right of first usage of the Brownsville Community Center during this time for programs or events that have been previously scheduled or that may be scheduled during this timeframe.

Motion: Move the Item	
Made by: Commissioner May	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

ANNOUNCEMENTS

1. FOR INFORMATION: Commissioner Barry announced that Ankeny, Polk County, Iowa, experienced devastating tornadoes during the meeting, and thoughts and prayers are appreciated for all in the area.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 7:17 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: August 2, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14512 **Growth Management Report 9. 1.**
BCC Regular Meeting
Meeting Date: 08/02/2018
Issue: Review of Rezoning Case Heard by the Planning Board on July 10, 2018
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on July 10, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on July 10, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2018-07 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	***Z-2018-07***
Address:	8300 Block Klondike Road
Property Reference No.:	14-1S-31-2301-000-000; 14-1S-31-2301-001-001
Property Size:	46.26 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Dan L. Livingston, Owner
Planning Board Recommendation:	Approval

Speakers: Buddy Page, Clyde Wilhite, Rebecca Fiorello, John Keith, Diane Keith, Robert Fiorello, John Coe, Larry Downs, Jr., Gary Batchelor, Wanda Cohoon, Wyndall Williams, Kristi Coe, Ethan Manns, Robert Seely, Howard Grimes, Tracy Bellamy, James Miller, Debra Donnalley, Tracy Grepke, Michelle Sauls, Fredrick Friedl, Neil Richards, Frank Wilson, Toni Dunn, Ann Arnold

BACKGROUND:

The above case was owner initiated and heard at the July 10, 2018, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2018-07

Z-2018-07

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2018-07
Applicant: Wiley C. "Buddy" Page, Agent for Dan L. Livingston, Trustee

Address: 8300 Klondike Road & 8300 Block of Klondike Road

Property size: 46.26 (+/-) acres

From: LDR, Low Density Residential district (four du/acre)

To: MDR, Medium Density Residential district (10 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 10th day of July 2018, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chair — District 5
ERIC FEARS — District 4
REID RUSHING — At Large
ALAN GRAY — At Large

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA R. MEADOR
JUAN LEMOS
ALLYSON CAIN
JON FISHER

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P R O C E E D I N G S

(Planning Board staff were duly sworn.)

THE CHAIRMAN: Members of the Planning Board, staff have been previously qualified to be experts in land use and planning.

Do any of you have any questions regarding their qualifications or their ability to serve as an expert in the area of land use and planning?

(No response.)

THE CHAIRMAN: Hearing none, these individuals will be entered into the evidence -- into the record as experts in the area of land use and planning.

At this time I'm going to call our first case, Case No. Z-2018-07. Buddy Page is acting agent, the agent for Dan Livingston, trustee, 8300 Klondike Road and the 8300 block of Colon Klondike Road, 46.26 plus-minus acres, from low density residential district, four dwelling units an acre to medium density residential district, 10 dwelling units per acre.

Members of the Board, I'll ask if there's been any ex parte communication between you, the

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applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing.

Also, please disclose if you have visited the subject property and disclose if you are a relative or business associate to any of the parties at this time.

MR. GRAY: None to all.

MR. PYLE: None to all. Familiar with the property.

THE CHAIRMAN: Okay.

Chairman, none to all. I am familiar with the property. Used to live nearby many years ago.

MR. FEARS: No to all.

MR. RUSHING: And no to all.

THE CHAIRMAN: All right. Thank you.

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

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. And was it also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Mr. Page, do you

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have any objection to the maps and photography at this time?

MR. PAGE: No.

THE CHAIRMAN: Okay. He's indicated no, so we'll ask the staff members to present maps and photography, please.

MR. FISHER: Thank you, Mr. Chairman.

Jon Fisher, senior planning for zoning case Z-2018-07.

Here you can see the location map. It is actually two parcels, one fronting Wilde Lake Road and the other one fronting Klondike Road.

This is the 500-foot zoning map. You can see it's currently zoned LDR.

And to the south you have MDR, which is the proposed. And to the north across Wilde Lake you also have MDR zoning as well.

This is the future land use, mixed-use suburban, with the surrounding use.

This is the existing land-use map showing what is currently out there.

This is an aerial map of the site.

This is the public hearing sign on Wilde Lake Boulevard.

This is looking east along Wilde Lake

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Boulevard.

Looking west along Wilde Lake Boulevard.

This is looking onto the subject property at Wilde Lake Boulevard.

Here is the second public hearing sign we posted on Klondike Road.

Looking south on Klondike Road.

Looking north along Klondike Road.

And looking at the subject property on Klondike Road.

THE CHAIRMAN: Okay.

Board members, any questions about the maps or photography before we get into the presentation?

MR. GRAY: Mr. Chairman, could we go back to the existing land use slide, please, just for 30 seconds? Or not even that.

Okay. I'm clear. Thank you very much, staff.

THE CHAIRMAN: All right.

MR. GRAY: Mr. Chair.

THE CHAIRMAN: Thank you.

Mr. Page, if you would come forward, please. Please be sworn in and state your name and address for the record.

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MR. PAGE: Thank you, Mr. Chairman.

Buddy Page, 5337 Hamilton Lane, Professional Growth Management Services in Pace, Florida.

THE CHAIRMAN: Thank you, Mr. Page.

Good morning.

MR. PAGE: Good morning.

THE CHAIRMAN: Have you received a copy of the rezoning hearing package and the findings of fact?

MR. PAGE: I have.

THE CHAIRMAN: All right. And do you understand that you have the burden of providing substantial, competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals and objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?

MR. PAGE: I do.

THE CHAIRMAN: All right. Thank you, sir.

Please proceed.

MR. PAGE: Mr. Chairman, I would ask the board to consider my testimony this morning as that of an expert.

THE CHAIRMAN: Okay.
Board members, Mr. Page has been qualified as an expert before this board before in the area of land use and planning.
The Chair will entertain a motion to accept him for this case, or if you have questions about his training or background.
MR. FEARS: Move to accept.
MR. GRAY: Mr. Chair, I'd also like to second that motion.
THE CHAIRMAN: Okay.
Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: All right. Motion carries.
The record will reflect that Mr. Buddy Page is an expert in the area of land use and planning.
Thank you, sir. Proceed.
MR. PAGE: Mr. Chairman, the application in front of you this morning requesting, as

previously stated, is consideration to change the noted property from LDR to MDR.
And the staff has presented me with a summary of their findings based upon the information submitted to our application.
Mr. Chairman, I would also say that I'm mindful of the article in the paper this morning, and, of course, the folks that are behind me this morning, having an interest in what may happen to the zoning category and how that might affect them.
I might say that I have some mixed feelings about this. I'm a horse owner myself. I have many horses for my grandchildren. It's nice to have them right at the back door, so to speak, so I understand the anxiety of several of the folks that may come forward here later indicating they're concerned about this change.
But what we're here today to do is to request consideration of zoning based upon the five criteria that are overhead. And we must restrict ourselves to that, and I will do so.
Mr. Chairman, under Criteria A, consistency with the Comprehensive Plan, I note in the staff findings that our request has been

found to be consistent because it's intended to show a mix of residential and nonresidential uses, while promoting compatible infill development.
As already pointed out by the staff, the category that we're requesting is the same as that category that adjoins this property to the north and to the south.
Criteria B, in terms of a consistency with the Land Development Code, as far as the spirit of the intention, as far as being consistent, the findings of the staff, Mr. Chairman, indicate that the proposed amendment is consistent with the intent and purpose of the Land Development Code.
And just to read one of their summaries, it says, "A review of the current zoning map, as it relates to the two parcels in question, shows that the properties adjacent to the south and across Wilde Lake Boulevard and to the north are all currently zoned MDR," Mr. Chairman, the same thing that we're requesting. So the staff found Criteria B to be consistent as well.
Regarding Criteria C, the compatibility with surrounding uses, one of the findings'

summary says that it is compatible and within 500 feet of the site. Staff identified properties with zoning categories, again LDR and MDR.
All surrounding zoning districts range from low density residential to medium density residential, Mr. Chairman; all of that being consistent, therefore, with Item C, which was found to be consistent with the county requirement.
Criteria D, appropriate for spot zoning or if spot zoning, the findings that would not establish or reinforce spot zoning based upon the criteria that's contained, Mr. Chairman, in the Land Development Code.
And finally, item E, appropriate with changed conditions in the area. We were compatible with that.
And the findings -- One of the statements in the findings says, "As the two parcels are proposed for rezoning to MDR, the potential uses, densities and intensities allowed by the district would be compatible with existing surrounding development patterns."
So, Mr. Chairman, the staff has reviewed

our application. All five of the criteria that we submitted information on, the staff found them to be consistent with the Land Development Code.

And that's what we're asking the board for consideration this morning, Mr. Chairman, is an approval of our request.

THE CHAIRMAN: Thank you, Mr. Page.

Board members, any questions for Mr. Page at this time?

(No response.)

THE CHAIRMAN: Hearing none, we'll hear the staff's presentation.

All right. At this time, we'll ask our staff members to give presentation of the findings of facts.

MR. FISHER: Thank you, Chairman and board.

Jon Fisher, senior planner.

Over the criteria for the rezoning case Z-2018-07, under consistent with the Comprehensive Plan, staff's findings as the proposed amendment to MDR is consistent with the intent and purpose of the future land use category mixed use suburban, as stated in the

Future Land Use 1.3.1, future land use categories.

The categories intended for mix of residential and nonresidential uses, while promoting compatible infill development and separation of urban and suburban land uses, the range of allowable uses are listed as residential, retail sales, services, professional offices, recreational and -- facilities, public and civic and agricultural.

The amendment is also consistent with the intent of future land use 1.5.1 by making uses of existing public roads and the availability of utilities and service infrastructure.

Under Criteria B, consistent with the Land Development Code, the proposed amendment is consistent with the intent and purpose of the Land Development Code.

The applicant is requesting MDR zoning designation for both parcels. The existing zoning allowance for the two parcels is currently LDR, which provide a limited -- a range of uses, intensities that are included within the allowance of the requested MDR zoning district.

Review of the current zoning map, as it relates to the two parcels in question, shows that the properties adjacent to the south and across Wilde Lake Boulevard to the north are currently zoned MDR zoning.

Under Criteria C, surrounding -- compatible with surrounding uses, the proposed amendment is compatible with the surrounding uses and existing uses in the area.

Within a promontory radius, staff identified properties with zoning districts LDR and MDR only. There are 77 single-family residences, 4 vacant residential, 3 nonagricultural acreage parcels, and 1 RV park.

All surrounding zoning districts range from low density residential to medium density residential. The existing uses and intensities on the ground are compatible with the allowed uses under the requested MDR district.

Under Criteria D, appropriate if spot zoned, staff found under the request to MDR would not be established or reinforced spot zoning based on the LDC designation.

The request to rezone both properties from low density to MDR will actually make the two

properties just as equal, compatible with the adjacent zoning and the existing uses and intensities as they currently are.

Under Criteria E, appropriate with the change or changing conditions, land uses and development conditions within the area surrounding the properties have not changed.

The development within the area has remained low to mid density residential. As the two parcels are proposed for rezoning to MDR, the potential uses, densities and intensities allowed by the district would be compatible with the existing surrounding development patterns. The proposed amendment would not create or contribute to urban sprawl.

That concludes the staff's written findings.

THE CHAIRMAN: Okay. Board members, any questions of staff members?

(No response.)

THE CHAIRMAN: Mr. Page, any cross-examination of the staff members' findings?

MR. PAGE: No.

THE CHAIRMAN: No? Okay.

If there's no questions, we will then move into public comment on this matter.

Because we have limited time in our space here, each member of the public is afforded a three-minute time slot to get your information across.

Again, like I said, this board bases its decisions on those criteria that you just heard explained in the findings of fact.

And as Horace and the attorney have said, you can also put comments on the record that you'd like to carry forward to the Board of County Commission meeting. They will have to consider that information. It's not something we can consider here. Okay?

We would ask that when your time is expired, just wrap it up quickly so we can give everyone a chance to speak. We do want to hear from everyone. Okay?

For those of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in 2-7.2 of the Escambia County Land Development Code.

During our deliberations, the Planning

Board does not consider general statements of support or opposition. Please accordingly limit your testimony to the approval conditions and exceptions described in 2-7.2.

Please also note -- and this is very important -- that only individuals who are present and give testimony today will be allowed to speak at the Board of County Commission meeting. There will be no new evidence presented to that board, so everything must be presented here today.

And at this time we'll just move into it. And just so I don't repeat this every time, each person comes up, when you come up, if you'll first be sworn in. Our court reporter will swear you in because this is a quasi-judicial hearing.

And then after you're sworn in, if you'll state your name and address for the record, and then you can begin your time, explaining your concerns or your support of the project. Okay?

So with that, we'll go to our first speaker is Clyde Wilhite.

You got in the hot seat. You must have gotten here early.

THE CHAIRMAN: All right, sir. Your name and address for the record.

CLYDE WILHITE, upon being duly sworn, was examined and testified as follows:

MR. WILHITE: My name is Clyde Wilhite. I live in the Creekwood Subdivision, 2075 Juno Circle.

THE CHAIRMAN: All right. Thank you, sir. Go ahead.

MR. WILHITE: Yes. My concerns were the sump pump systems that we have in our area and what type of change would come by building on that site because I'm understanding it's wetlands between there and Eight Mile Creek.

So once they build on that site and it builds up, what change would come with the sump pumps that we have and -- and the conditions? Because we're already having issues over there. So that was my concern. And I wanted to make sure that I understood what was going on.

THE CHAIRMAN: Okay. I have a question for you. When you say "sump pumps," are you talking about grinder pumps for your sewage

system --

MR. WILHITE: Right.

THE CHAIRMAN: -- or are you talking about for drainage?

MR. WILHITE: Grinder pumps for the sewage system.

THE CHAIRMAN: Sewage system.

MR. WILHITE: Yes.

THE CHAIRMAN: Okay. Thank you.

MR. WILHITE: Yes. All right.

And that was my only concern, so . . .

THE CHAIRMAN: Okay.

MR. WILHITE: . . . I wanted to know if that change would . . . how much change would there be, and if it's going to be a problem for us down the road.

THE CHAIRMAN: Okay.

MR. WILHITE: In that area for Creekwood Subdivision.

THE CHAIRMAN: Okay. All right.

MR. WILHITE: And that's just about it there. So I just wanted that to be on record.

THE CHAIRMAN: All right.

MR. WILHITE: If anybody can answer anything for me now . . .

THE CHAIRMAN: Yes, sir.
Well, we'll let Horace explain how this is being handled through the site review and development review process.
MR. JONES: Mr. Clyde; that's your name?
MR. WILHITE: That's right.
MR. JONES: Yes, sir. Yes, sir, Mr. Clyde.
Good question. But, again, those matters -- If the board -- the BCC approves this project, the developer must comply with all of the requirements.
MR. WILHITE: Right.
MR. JONES: If there is no sewer out there for -- all of those things will be evaluated by that -- by that governing body.
MR. WILHITE: Yes, sir.
MR. JONES: Whether it be ECUA or health department or whoever that -- that's the sewage and the potable water. They will be part of the site plan review process. And they must comply with those requirements at that stage.
MR. WILHITE: All right. So I understand it, this board is just for the rezoning.
MR. JONES: Yes, sir.

MR. WILHITE: But is the rezoning at that time, once it changes from low density to medium --
MR. JONES: Mm-hmm.
MR. WILHITE: -- is that going to give them a different type of system that they can put . . . And I understand that all the systems in . . . Because it's already a lot of --
MR. JONES: Mm-hmm.
MR. WILHITE: -- MDR in that area.
MR. JONES: Right.
MR. WILHITE: So how much does that change everything?
MR. JONES: That will -- that will be -- that will be reviewed very, very carefully by that committee that sits on the site plan review process.
MR. WILHITE: Okay.
THE CHAIRMAN: They are part of that. They'll look at the -- They will definitely look at the big picture of the whole area. Yes, they will.
THE CHAIRMAN: Horace, I don't mean to interrupt you, but that process is also a public process that the public is allowed to review.

MR. JONES: Yes, sir. They can be.
MR. WILHITE: Okay.
MR. JONES: They can stay in contact with us. They can look at the plans. They can come in and look at the projects. Yes, they can.
MR. WILHITE: Okay.
MR. JONES: Everything will be -- All of the information will be public record.
MR. WILHITE: Okay.
MR. JONES: Site plan, preapplication, always from beginning to end. All that is public information.
MR. WILHITE: Thank you, Horace.
MR. FISHER: And Horace, if I may just -- That is more of an ECUA question as well.
MR. WILHITE: Okay.
MR. FISHER: You'll be in contact with the ECUA, that if they do bring sewer lines down that road that are not existing for you to tie in, that will be up to the property owners individually to contact ECUA.
MR. WILHITE: Okay.
MR. FISHER: That's not part of this review.
MR. WILHITE: That's right.

I'm satisfied with that. Thank you.
THE CHAIRMAN: All right. Thank you, sir.
MR. GRAY: Mr. Chairman, for further information, they meet at 2:00 p.m. on the 18th of this month.
THE CHAIRMAN: Okay.
MR. GRAY: At the Ellyson Industrial Park, ECUA does.
THE CHAIRMAN: Okay.
MR. GRAY: And they have that same meeting. I think it's the third Thursday of the month -- or third or fourth Thursday of the month. You can go meet with those folks, too. They're also a public entity as well.
Good luck. Thank you.
MR. WILHITE: Thank you.
THE CHAIRMAN: Let's just take one moment if we could here, just because I know this is a confusing process.
Can we bring up what is allowable in the MDR district? That way, everybody can kind of see what is possible in the district.
And, again, remember, we have to consider everything that is possible in the district. We can't consider just one specific use.

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However, whatever use that is -- Let's say that it is a subdivision -- the developer must have engineered plans --

MR. JONES: Yes.

THE CHAIRMAN: -- which address the stormwater, how it's going to be addressed, whether it's retention ponds or, you know, bled off into a creek or however. That's all done by a professional engineer.

MR. JONES: Yes.

THE CHAIRMAN: The traffic concurrency is reviewed. The emergency services is reviewed. I mean, there is -- Horace, how many items are on the DRC checklist?

MR. JONES: Many.

THE CHAIRMAN: Probably 20 or 30 at least.

MR. JONES: Oh, we look at -- we look at from fire safety. We look at ECUA, bringing systems on board. We look at emergency management, ECAT services, planning, zoning, environmental, wetlands. The building inspection department is involved. Traffic is involved. All the construction and plans. All of the other providers, they have to submit documentation for the construction plans. Sewer

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lines. All of those things. We have a bureau that looks at the sewer, the construction plans, along with the engineer, to make sure that all of those are met. So it's very, very extensive.

THE CHAIRMAN: Okay. So, Jon, if you'll just explain what we have on the board here so everyone understands.

MR. FISHER: No problem.

So what we have here are the permanent uses in the MDR. The difference between MDR and the LDR zoning permitted uses here is that two-family dwelling units, that has actually a clause in it where you have to be previously zoned R-3 or D-4, which these properties are not.

They were previously zoned agricultural, so not -- two-family dwelling units would not be allowed in this, so that's actually -- as submitted there. Manufactured homes would not be allowed as well. They have to be new or expanded. You have to be previously zoned B-4.

The only two major differences between LDR and MDR is when developing new lots, you'd be allowed 50-foot-wide lots versus 60, which is LDR, 50 and MDR.

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And the other thing is four dwelling units per acre LDR versus MDR 10 dwelling units per acre. Those are the two only things that apply to this property. Everything else is the same.

There are no nonresidential uses in both zoning categories, so we're looking at just residential and lot-width change. That's it.

THE CHAIRMAN: Okay. Well, I just figured that might help you understand a little bit more what the difference between the two districts are here.

So with that, we'll move on to our next speaker, Rebecca Fiorello.

MR. JONES: And Mr. Briske, while she's coming up, we do have brochures on the site plan review process. It explains a lot of information on what we discussed, so please take one. It's going to be very, very informative for you.

THE CHAIRMAN: That is a public process as well, just so you know. You can be involved in that.

All right.

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REBECCA FIORELLO, upon being duly sworn, was examined and testified as follows:

MS. FIORELLO: Rebecca Fiorello. I reside -- I'm not an expert. I reside at 3312 Holt Circle, Pensacola 32526.

THE CHAIRMAN: Thank you. Welcome.

MS. FIORELLO: Thank you.

I just had a couple of concerns. I guess I need to put them on the record.

THE CHAIRMAN: Absolutely.

MS. FIORELLO: Traffic is extremely a concern for me on both Wilde Lake and Klondike. There's been -- On record, there's been accidents at Wilde Lake and Klondike. One most recently was a pretty serious one. It took out the electrical structures there, along with the cable. I think that's all.

THE CHAIRMAN: Okay.

Board members, any questions?

(No response.)

THE CHAIRMAN: Okay. Mr. Page, any questions for this witness?

MR. PAGE: No.

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THE CHAIRMAN: Okay. Thank you.
John Keith.
Good morning, sir. You know the drill now.
MR. KEITH: Thank you.

JOHN KEITH, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Yes, sir.
MR. KEITH: Good morning, gentlemen.
My name is John Keith. I live at 3204 Wilde Lake Boulevard. That's across the street from this project that y'all are talking about.
THE CHAIRMAN: Okay.
MR. KEITH: I've just about read just about everything I could find.
And what concerns me is the current status. Even though Mr. Page back behind me here says that, "Oh, the traffic can support, the roads can support, and the -- the -- the water, the -- the drainage type stuff can support, I've got pictures of my land, which is across the street. And it shows the floods that take place that floods my property.

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Now, I know what you're doing. You're going from an LDR to an MDR. I don't have any problems with that.
My concern is the traffic, and the amount of water coming down, and the drainage and stuff. It just can't -- We got to do something with that first.
And then the -- I think I read someplace where it's going to be a three-phase project. Number one phase is going to be from Wilde Lake to the end towards Interstate 10 on Klondike, which I'm not sure what -- how much traffic is there, but I know that Wilde Lake to Pine Forest -- I mean, you have to wade through -- I mean, it took -- takes me 20 minutes to get out my drive in some cases. Now, that's unbelievable.
VOICE IN THE AUDIENCE: I know.
(Audience applause.)
MR. KEITH: Okay?
So I don't know what we need to do, but that needs to be fixed first. We've got to fix the Wilde Lake first. Okay? Because there's three phases.
The one I read was the Wilde Lake to

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Interstate 10, and then Wilde Lake to Pine Forest. And then the other one was from Klondike right there at Wilde Lake to Mobile Highway.
They're even talking about putting a light at Mobile Highway and Klondike, which doesn't make any sense to me, but that's -- that's fine. I don't care. But it really does concern me.
I've spoken to our County Commissioner, Mr. Bergosh. And he agrees that he's got -- we've got problems in the district and all that, that those problems are not going to go away.
But before we start doing anything with building houses in that area, we have to do the infrastructure. It has to be corrected.
(Audience applause.)
MR. KEITH: I'm looking at all you guys and you're looking at me.
(Audience applause.)
MR. KEITH: But it -- You know. Come on, guys. You know, I understand what you're doing. And I agree with that. You have to go from an LDR to MDR. I don't have any problems with that.
But for the record, I -- we need to do

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that, so . . .
THE CHAIRMAN: So, sir, you mentioned that you have some pictures, that you wish to submit them as evidence?
MR. KEITH: I can do that. I've got them right here with me.
THE CHAIRMAN: Okay. If you'll give them to our --
MR. KEITH: I'll be glad to do that.
THE CHAIRMAN: -- Planning Board attorney for review.
MR. KEITH: I don't know what you want, but there's a bunch.
MS. CRAWFORD: Whichever you want.
MR. JONES: This is for -- And if you can state, this is for your individual --
MR. KEITH: That's my front yard.
THE CHAIRMAN: All right, sir.
If you'll -- I'm sorry. Go ahead.
MS. CRAWFORD: The only thing I would ask: Did you take these photographs?
MR. KEITH: Yes.
MS. CRAWFORD: And are they a fair and accurate representation --
MR. KEITH: Yes.

MS. CRAWFORD: -- of your property?
MR. KEITH: Yes.
THE CHAIRMAN: Sir, we'll have you come back to the microphone and answer because it's being recorded.
MR. KEITH: Oh, I'm sorry.
THE CHAIRMAN: So to answer questions.
MR. KEITH: I'm sorry. Yes, sir.
MS. CRAWFORD: I simply asked if you're the individual who had taken the photographs.
MR. KEITH: Yes, ma'am.
MS. CRAWFORD: And do these photographs -- Are they a fair and accurate representation of your property --
MR. KEITH: Yes.
MS. CRAWFORD: -- at the time you took the photographs?
MR. KEITH: Yes, ma'am.
MS. CRAWFORD: Those are my only questions.
They're fine to be submitted to the board.
MR. KEITH: Okay.
THE CHAIRMAN: Okay.
One more question from a board member here.

MR. FEARS: Proceedings question.
If Mr. Keith submits these to us as opinion for this stage, would he be required to resubmit at the DRC, where it would be more appropriate?
MS. CRAWFORD: It's my understanding that DRC would not be considering this testimony here today.
They will be looking at the information provided to the committee actually reviewing it at that time.
I don't believe I've heard that these were being submitted as expert but to the extent that he's wanting to show that there's an existing drainage problem, which, again, would be something that either should be addressed with public works as something that exists or would be addressed at the time an actual application for review was submitted.
However, Mr. Jones may want to chime in here.
MR. JONES: Yes. Thank you.
Stormwater management would be considered for their proposed project.
And, of course, they're going to look at

how -- at the site plan review process, how it impacts the entire area.
But for the record -- for the record, it is going to be -- They will consider the stormwater for their specific project to make sure that it does not -- that they manage their own stormwater.
Yes, they will look at the big picture. But if their requirement is just going to meet the minimum for their project, that's all they may do, whatever the project may be.
Now, the larger picture that you discussed, it may have to be addressed with the Commissioners at the overall big picture about the total drainage of that area, and that that's not at this level or not even at my level to do.
That would require direction from the Commissioners to investigate and review the total area for infrastructure needs out there. And I think you made that clear.
MR. KEITH: And I understand what you're saying.
I just wanted to go on record.
MR. JONES: Yes, sir.
MR. KEITH: So we can go to the County

Commissioners with Mr. Bergosh and the other Commissioners and let them know what the issues are.
MR. JONES: Yes, sir.
MR. KEITH: Because if this keeps flooding my front yard -- And that's just my front yard. If you look at those pictures, it's draining across my neighbor, who is also here. And they will be also saying a few words about it, okay, because it's flooding them even worse. So, anyway.
Yes, sir.
MR. GRAY: Mr. Chairman, may I ask a question?
What would you -- What's the posted speed limit on Klondike?
MR. KEITH: They changed it. It was 40.
MR. GRAY: Yes, sir.
MR. KEITH: So when you put a posted speed of 40, they do 60.
MR. GRAY: Yes, sir.
MR. KEITH: Okay?
So they changed it to 35 about two weeks ago, I think it was, sometime here recently to 35, so now we have people flying in there about

55.

At one time we had -- at one time we had a highway patrol sitting out in my front yard, which slowed them down, and also gave tickets to quite a few people. And they still continued to fly.

The other issue is the trailer parks. There's a couple of trailer parks there. And that's a huge, huge, huge thing that come on there. That road is not wide enough to support that.

So I know in the plan they're talking about making those roads a little bit wider, but that doesn't -- still doesn't fix the issue.

The issue is the numbers that are on that road trying to get to that Pine Forest area. So we've got multiple problems here. We've got to get it corrected before all this development.

And I've heard where there's another big development, 172 acres, at the end of Klondike that was getting ready to develop.

Okay. So that's an MDR. So what does that mean? That means that we're going to have 3 or 400 more cars that are going to be using those roads.

We've got to get it under control, gentlemen. We can't let it go.

(Audience applause.)

MR. GRAY: Just one second to staff.

Does staff know the dimensional characteristics of Klondike Road at this moment? Does anyone know a lane width figure?

MR. JONES: We don't know at the time, but we could definitely get the --

MR. GRAY: It's a county road?

MR. JONES: Klondike is definitely a county road.

MR. GRAY: So it's going to be in the 12 to 12-and-a-half-foot width for lane width? It's typical.

MR. JONES: Typical.

MR. GRAY: Okay. And I'm just -- I'm just puzzled because they took the paver change a tiny bit when they posted the sign difference for 35 miles per hour.

But the behavior probably won't change until you change some of the characteristics of the road.

And if you think that widening the road is going to make people go slower, you are sorely

mistaken, my friend. It will do the opposite. It will create another behavior change in the upward direction.

MR. KEITH: We'll put speed bumps in. I'm just throwing that out at you. I'm just kidding.

MR. GRAY: Well, I just wanted to ask --

MR. KEITH: Yes.

MR. GRAY: -- if you knew what --

MR. KEITH: Yes.

MR. GRAY: -- what your experience of the behavior and the behavior of the road is, it's going to be excessive speed.

And I wanted to know also: Do you have culverts on your side and their side of the road?

MR. KEITH: No.

MR. GRAY: Because there's no swale?

MR. KEITH: No.

MR. GRAY: There's no . . .

MR. KEITH: There's no curves.

MR. GRAY: Okay. Thank you very much for your testimony. Thank you.

MR. KEITH: Okay.

(Audience applause.)

MR. FEARS: Just a comment, Mr. Keith.

MR. KEITH: Yes.

MR. FEARS: Thank you very much.

And I know your comments are amenable. That's easy to see from the folks that are here.

I commend you on studying up as well on the project.

I'll say something that might surprise you. I don't know. You know more about this plan than I do. And that is because the purview of this board, what I can remind again to everyone, is to make a recommendation to the Board of County Commission on the -- on the zoning or use of this land. We are -- Our responsibility is not to assess any one project.

So, again, any concerns you might have about a particular impact of a project that could take place in the future should this rezoning take place would be commented to the Board of County Commissioners and the Development Review, when it -- if it reaches that stage.

MR. KEITH: Thank you, sir.

MR. FEARS: Okay.

THE CHAIRMAN: Okay.

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We have a little housekeeping item. If you'll just stay with us for just a moment, Mr. Keith has submitted 7 pictures that he personally took at his property for evidence.

The Chair will entertain a motion to accept them into evidence.

MR. PYLE: So moved.

MR. FEARS: Second.

THE CHAIRMAN: Motion and a second. All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

We will mark these as John Keith Exhibit A, and they will be part of the record.

We hear you loud and clear about the traffic and the drainage. Okay?

It's a common issue for folks to come here to this board to tell us about it. And I wish we could wave a magic wand and make it happen.

Matter of fact, I live up on the north part of the county, and I have to come through that big quagmire at Nine Mile Road that's caused by the Navy Federal traffic issues, so --

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MR. KEITH: Amen.

THE CHAIRMAN: -- if you get them to straighten out that issue, send them my way because I need them up there as well.

But it's growing pains for the county, and I know it's not being ignored. It's a very high priority. I can tell you that, just from talking to the Commissioners myself. It's a very high priority. But you're doing the right thing.

MR. JONES: Yes.

THE CHAIRMAN: Because the squeaky wheel gets the grease.

MR. KEITH: Okay.

THE CHAIRMAN: You come out in force and you demand some action.

They're elected officials, and they need to hear your opinions. And so we'll certainly pass this information on, so . . .

MR. KEITH: Thank you, gentlemen.

THE CHAIRMAN: Thank you very much.

MR. PYLE: Not to belabor the point --

(Audience applause.)

MR. PYLE: -- I would also just put this out there, that it's smart to put the -- bring

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these issues up especially for the Board of County Commissioners.

But in some cases, developers become an odd bedfellow or an ally.

As Horace stated earlier, when they go through the review process, people who are experts, unlike myself, in traffic drainage, all that good stuff, sometimes the burden is transferred to the developer and not just -- I mean, I know how he stated "on his property."

However, frequently -- most times -- the development process, what they get through, the end result benefits those around them because if not, you guys would be on Horace's front yard --

MR. JONES: Yes.

MR. PYLE: -- you know, picketing his house, but --

MR. JONES: Please don't do that.

MR. PYLE: I think it's smart to bring the issues to light.

MR. JONES: Yes.

MR. PYLE: And be -- kind of shepherd those through the whole process so that if anything does come to fruition for a developer, that they become an ally, as opposed to simply

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an enemy because I would assume that developer, if he was wise, would want your friends, neighbors, family members to want to move there. And I don't think that they would if the traffic is much worse and the drainage is terrible. So it makes sense, but I just wanted to throw that out there.

MR. JONES: Thank you.

THE CHAIRMAN: And, again, Horace, this may be something that you can give more information on.

With traffic, every roadway in the county has a traffic count on them, I believe. And there's a report done to show how many available trips there are on each roadway.

MR. JONES: Yes, sir. Yes, sir. That information is -- that information can be done easily. They have -- they have the software to get that done. Yes, they could.

THE CHAIRMAN: Okay. Is that information available to the public anywhere, where they can review what the traffic is?

Okay, John.

MR. FISHER: Those counts were provided by DTO, transportation ops. It actually is in the

findings. She can pull it up right here in just one second.

THE CHAIRMAN: And, Horace, just explain. For a new project, what would -- what's required for them to make that capacity volume for a roadway?

MR. JONES: Again, it will access management department. They would look at that. They would evaluate it.

It may -- it may require the developer to submit a traffic analysis. And once that is submitted, they may require more detail than what is actually present. And it may require them to do other things in order to handle that volume of traffic. That's on that specific road.

THE CHAIRMAN: We won't get into too many details here, but you can see the level of service. The maximum level of service is listed there as 17,700 trips per day. That's on Mobile Highway. And it has 12,600, so . . .

MR. FISHER: The report is done by DOT. I think that's an annual process report. So those are just state roads. The county would have to be, you know, tasked to do the county roads for

a project and when a project would come in.

Again, there is no project submitted for this rezoning case at all. This is just someone who wants to rezone, for whatever -- whatever purposes they have, you know, see for it.

Anything that they -- If it gets rezoned, it doesn't change any of the current uses on the property. Everything that's going on on that property currently and continues to be done until the owner of that property decides otherwise.

THE CHAIRMAN: Okay. Very good.

Just wanted to give the members of the public a little more information, that there is information out there about this as well.

All right. We'll move on to our next speaker.

I'm sorry. Did you have something else you wanted to stay, Mr. Gray?

MR. GRAY: No.

THE CHAIRMAN: Okay.

Diane Keith.

DIANE KEITH, upon being duly sworn, was examined and testified as follows:

MS. KEITH: My name is Diane Keith, and I am the spouse of John Keith who has just spoken. And he has taken most of my thunder with that.

I do have a few things to state. We have lived on -- I live at 3204 Wilde Lake Boulevard 32526. The property that we live on is about 400 feet from where this proposed zoning change is about to take place.

We've lived there for 42 years. And we are not on a sewage system. Everyone in our neighborhood is on septic tanks. So our concern will also be will we be included in the septic system, if one goes in with this new zoning? And how much will it cost to attach to that, as opposed to staying on the sewage system that we have now, which is the septic tank. And will that still be allowed if there is sewage available to our residents?

We are zoned for medium density, and we are one house on an acre and a third. So our concern is, if we tried to put more than 10 houses on our acre and a third, how crowded would that be? And how much more traffic would that create for Wilde Lake Boulevard?

I do have one interesting story. I hope

it's interesting to you. It is to me. That I attend every morning at 7:30 a class at Milestone Aquatic Center.

And when I am sitting in my driveway, and there are 20 or 25 cars who have to pass by me, it takes time for me to get onto Wilde Lake Boulevard.

Sometimes I'm stopped back a mile before I can get onto Pine Forest Road. So I time it, and it takes me 25 minutes to go miles. It is exactly two miles.

(Audience applause.)

MS. KEITH: So this has to be an impact if it's -- if that property is rezoned and it's developed to have 10 houses on every acre or commercial or whatever they're going to do.

That's all I have to say. So, let it be reflected on the record that I am opposed to the rezoning.

(Audience applause.)

THE CHAIRMAN: Thank you, ma'am.

Robert Fiorello. Is that correct?

ROBERT FIORELLO, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Good morning, sir.
MR. FIORELLO: Good morning.
My name is Robert Fiorello, and I live near the property on Cedar Brook Estates at 3312 Holt Circle.
THE CHAIRMAN: Thank you.
MR. FIORELLO: First of all, thanks for the opportunity to speak.
I know that when you sit here and have these meetings every month, you go, "Lord, public's coming. What are they going to ask us today?"
And we know that you're not the body to make decisions, just to provide information and take stuff back. So thanks for that.
Again, I'm just a citizen. And I know you can't make those decisions today, but there's lots of folks out in the street that can't be here today that are at work.
And we've kind of talked, you know, over coffee, catch a guy walking his dog. You know, everybody said, "Let us know what they say."
And I'm going to go back and be able to tell them, "I don't have that much information, but a lot of people spoke up from the heart and

said good things." So I'll be able to go back and say that and maybe take the literature that they gave us.
I want to say that as the owner of that property, he has the right to sell it. He bought it. He maintains it all these years and paid taxes to our county. He has the right to sell it.
And the people that are helping him prepare that sale have a right to make money, too, as their advisor. We understand all that.
We're a little bit in the dark about what's going to happen because nobody wants to say the "a" word or the "d" word, apartments or duplexes. That's scary.
We're kind of out in the country. Getting the flavor from a lot of people here that you don't know where Klondike is and Wilde Lake is.
We're kind of out in the woods, but yet in the city. We all picked that place. We're just scared because as humans we're scared of change or worried about what you're going to do to us. And I don't mean that in a, you know, "do to us," but make stuff happen.
There's an old saying, "Not in my

neighborhood." We expect that property to be developed. And nice houses like ours would be great. You just don't want to have the density go crazy.
I also know that there's an old song from a play and a movie that Joel Gray sang that's called "Money makes the World Go Around." And I think that's where we're at.
But I don't think the person that said that the streets could handle the upcoming inevitable development is accurate. And I don't think any Commissioner worth his vote is going to allow them to build anything without improving the roads. It's -- it's bizarre the way it is.
And to answer the question about how wide is Klondike, it's about that much too short because I walk five miles every day. And I walk in the ditch where the cars have gone off the road. Go down Klondike. You can see it. I'm not making it up.
When it comes to talking to the BCC, I'll be more prepared. I didn't know -- I threw some notes together here.
One of the things I know that has to

happen, as Mr. Horace here explained, is everything's got to go through committees and divisions and offices. And there's going to be a huge infrastructure -- I don't care if they build a doghouse. They gotta have water, electrical. We know all that.
Who pays for that? Does just this body that lives nearby pay for it or is it -- is that my three minutes?
UNIDENTIFIED PERSON: Yes.
MR. FIORELLO: Is it shared throughout the county? Does somebody in Molino or somebody in Perdido have to pay for my improvements? How does that work? Is it equally shared? That's something I'll be asking the Commissioners because I don't think that you guys are the ones to say that.
And the only other thing is, the water management is going to be expensive. And the fire codes require that. The water doesn't come cheap.
Thank you for your time. We'll see you at the big meeting.
(Audience applause.)
THE CHAIRMAN: Thank you, sir.

MR. FISHER: Just like to make a comment. Apartments and duplexes. Multifamily is not allowed in this district.

MR. FIORELLO: We'll never see them?

THE CHAIRMAN: The proposed rezoning that we're looking at today does not include them.

We don't know what will happen in the future. We can't tell you that. But the proposed rezoning we're considering does not allow it.

MR. FIORELLO: Thank you.

THE CHAIRMAN: As far as the development of the project, whatever it may be, that's borne by the developer as a cost.

Now, improvements to roadways or, you know, things like that, that's -- you know, comes from the county budget or state funds for highways or wherever it may come, so -- But the development itself would be borne by the developer, so . . .

Larry Downs, Jr.

MR. DOWNS: I'll move back one.

THE CHAIRMAN: Do you want to move back one? All right. I'll move you back one.

MR. DOWNS: Thank you so much.

THE CHAIRMAN: Sure thing.

John Coe.

Good morning, sir.

MR. COE: Good morning.

JOHN COE, upon being duly sworn, was examined and testified as follows:

MR. COE: My name is John Coe. I live right next to the Keiths, so their drainage situation is also somewhat my drainage situation.

THE CHAIRMAN: Okay.

MR. COE: One of the differences is, I like to keep my property natural. It's all woods.

So I don't have any nice pictures to show of the rain, but that concerns me. And what concerns me even more is, as the density is increased, across my -- the street, my house faces this property. And it is probably going to increase the drainage coming off to me. I'm very concerned about that.

I'm also concerned as well about the traffic. The ruts in the road that that

previous gentleman talked about, we drive down every day and see it. We also hear it.

Trucks and wide trailers come down. And they go off the road. And it's a wonder somebody hasn't been hurt doing that.

But I'd like to go on record that I think we need to do a little more planning, maybe slow this process down a little bit in order to get the infrastructure correct before we go forward. And I'd like to go on record saying that.

Thank you.

(Audience applause.)

THE CHAIRMAN: Thank you, sir.

We've had quite a few recurring comments about the stormwater as well. Obviously, we know the traffic is a big concern, but the stormwater -- It is the developer's requirement their engineer show control of all of the stormwater that is produced or from their property. It actually even has a requirement of property's water that's flowing onto their property that they have to show a control plan for.

MR. JONES: Absolutely.

THE CHAIRMAN: So just don't think that

that's being ignored. Again --

MR. JONES: Absolutely.

THE CHAIRMAN: -- that's in a process that would happen later if the developer says, "I'm going to build this" or "I'm going to develop this." Okay?

Larry Downs, come on.

LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:

MR. DOWNS: Good morning, ladies and gentlemen.

Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.

And I just wanted to encourage y'all to vote for this rezoning case. The property out there on Klondike Road I'm assuming belonged to the Livingston family.

And from what I understand, they -- maybe they've died or whatever, and the trust owns it now, which is probably family members. They should be able to rezone this to use this property as per law.

There's other cases just like this one

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that y'all have ruled or recommended to the County Commissioners to approve.

And we go back to the 14th Amendment, which I know Mr. Alan Gray loves the 14th Amendment.

"All persons born, naturalized in the United States and subject to the jurisdiction thereof are citizens of the United States and of the state wherein they reside.

"No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law . . ."

That's what we have here.

" . . . nor deny to any person within its jurisdiction the equal protection of the laws."

That means if you have ever granted any other rezoning case similar to this, that you have to grant these people the same opportunities.

And I know I sound like a broken record to y'all, but this -- this -- this is the supreme law of the land.

You keep the mob rule mentality from

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destroying our property rights.

And I feel for these people. That's their -- You know, this is their neighborhood.

But at the same time, they had the option to buy this -- purchase this property. These people want to sell it, I'm assuming. It's probably why they're rezoning it or trying to get it rezoned, so that they can use it.

Anyways, I'm strongly urging y'all to abide by the law. It fits the criteria to rezone.

Please send this to the County Commission for rezoning, and then they can hear the arguments.

Thank you much.

THE CHAIRMAN: Gary Batchelor.

Good morning, sir.

MR. BATCHELOR: Good morning.

GARY W. BATCHELOR, upon being duly sworn, was examined and testified as follows:

MR. BATCHELOR: I'm Gary Batchelor. i live on 4657 Deerfield, which is about 300 yards just northwest. For the people that just -- we

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talked about, about flooding their property, I live downhill.

All this water -- The county was just involved with Mr. Williamson -- Williams. TJ y'all call him, I think, in the county.

One-and-a-half million dollars because all this water running downhill. There's 600 acres that feed that property coming from the interstate.

This property that we're talking about is a 100-foot elevation. My front yard is 63-foot elevation. And the creek in my back yard is 47 feet, which is 2 feet lower -- higher than the dam below that at 45 feet.

I worked at civil engineering for many years. Controlling water is a big problem. Traffic's one thing. That's easy. Controlling water is just terrible.

And when we have a million-and-a-half-dollar project by FEMA, took two years to get the project under way to fix a road that people had to drive through dirt and mud at the end of Wilde Lake, and replace all that, and all the trouble we went through. And even on my property, washed the ditch.

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I was ready to build my house in '14, and the ditch in my front yard was 6-foot deep right down through there. And the county easement for the property drainage is over here. So then you have big problems there.

The biggest thing I have, though, in that neighborhood -- Why did I live there? I just built a house there. Some people like my house. It's a new house. It's a old country plantation-looking house with a tin roof, 1100 square foot, front porch wraparound.

That area we got houses that are scattered. Even though it says medium density, 1 to 3, 5-acre lots.

Right now he can put 4. I don't mind 4 to an acre. He can't do it because for -- 4 times 40 is 160 houses. He can't do all that because you have the streets and sewers and all this stuff in there. Part of that is wetland. It is all downhill.

But the beautiful part of that area about having -- We haven't -- We internally have restricted that to one-acre lot or two acres. Beautiful homes. Build what you want. There's no code to say you got to have this and that.

Just Mr. Henderson on Klondike at Wilde Lake just built a nice, beautiful brick home. There's another one going in there on a good bit of property.

Now you're going to turn around and put more than 4 individual things there. It's just going to make it look bad.

And when I look out my back deck on my nice porch, instead of seeing the lake, I'm going to see houses out there now.

I don't want to see that, a lot of them. I don't see it -- mind seeing Mr. Vanoy's house, people across the way, my next door neighbor. We got 2 or 300 feet apart.

Turn around; what are we going to have now? Too many houses. Too much traffic. And that maintaining that road is a county problem. They can't keep the sides set.

Thank you very much.

THE CHAIRMAN: Thank you, sir.

(Audience applause.)

THE CHAIRMAN: Wanda Sue Cohoon.

WANDA SUE COHOON, upon being duly sworn, was examined and testified as follows:

MS. COHOON: I'm Wanda Sue Cohoon. I live at 8450 Alta Vista Drive. I'm right down below John Keith on a side street.

First of all, I want to say that I do know the Livingstons. Known them all my life because I've lived out there all my life. Okay? And so I know all of them. I just want you to know.

My problem is, is the traffic. John pretty well covered that. I've lived there so long, but that road, Wilde Lake Boulevard, you cannot walk on Wilde Lake Boulevard.

I like to walk, but I can't walk on Wilde Lake because there's nowhere to get off the road, first of all.

Second of all, there's people been killed on that road walking, and there's accidents and all that. There are nine motels, nine, in that one little area up there out on Pine Forest Road and Wilde Lake.

My thing is, there's eating places. And we're the first exit from Alabama. Guess what? Everybody comes off that exit, so you're putting even more traffic there than just people coming through there.

And I know for a fact that all of Mobile

Highway uses Wilde Lake Boulevard for their cut-through because there are people that have told me that.

So, my problem is, I have a sick husband. And I don't want to, you know, hinder somebody getting down that road to my husband if something happens. And I've had to call ambulances before there. And it takes them longer because of the road system.

The road -- You say it's average, but it's not because I see cars constantly coming down there, and they run off the side of the road. It's just really bad.

But as far as houses going in there, I don't have a problem. But Jay Acres right above me put one in. And when it did, it caused major water problems. It comes down the ditch by Alta Vista and right on down. That's some of John's problem with water.

And now they're going to fix it. Well, Jay Acres has been there forever. And they've not done a thing.

I never had water in my yard. And I've lived out there since I was a little girl. It's family land. And I've never seen water in my

yard.

Now I have puddles all in my yard. So it's a bad situation. And I don't want that to happen there because if it does, it's going to -- it's going to flood that whole area if it continues like it is.

But being living out there all my life, I was on a dirt road. I know that changes have come. And like I say, Jay Acres, "Oh, we'll fix it." But they've not fixed it. So that's my concern.

Thank you.

(Audience applause.)

THE CHAIRMAN: Wyndell Williams.

WYNDELL WILLIAMS, upon being duly sworn, was examined and testified as follows:

MR. WILLIAMS: I'm Wyndell Williams. I live at 3121 Wilde Lake Boulevard.

And I probably caused some of these problems they're fussing about.

But y'all don't take traffic into consideration on your thing. I think I heard him say that to start with. That is just

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something -- one of the criteria, but that's not involved in y'all's yes-or-no vote; right?

THE CHAIRMAN: That's correct, yes, sir. Correct.

MR. WILLIAMS: Okay. I would just like to table mine until the next County Commissioners' meeting.

THE CHAIRMAN: Well, what you want to do, sir, is make sure you get it on the record here because a formal transcript and a recording is transferred over to the Board of County Commissioners.

And they're not allowed to hear any new evidence, so if you have a concern, it is best to get it out here. Even though it's not addressing the five criteria that we look at, it is best to get it on the record here.

MR. WILLIAMS: Well, probably 95 percent of your people here is traffic.

THE CHAIRMAN: Yes, sir. I understand.

MR. WILLIAMS: I mean, you could take these papers and just put them in a stack and adjourn, and most folks will be satisfied.

THE CHAIRMAN: I understand. All right.

MR. WILLIAMS: Eleven years ago, the

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county promised me they were going to widen Wilde Lake Boulevard, eleven years.

They patched up a hole, but, you know, I understand the situation. But they lied to the people that was fighting me, so . . . you know, at the time. So that's mine, is the roads.

I need to -- You know. I'd like to see what they doing, but it's not going to really solve the problem. They have the roads anyway.

I don't know if this is true or if this is something that just come up on account of this meeting, is this expansion on the roads because I have not seen any action in 11 years. So, you know, that's my concern so.

THE CHAIRMAN: All right.

MR. WILLIAMS: That's all I got to say.

THE CHAIRMAN: Thank you, sir.

(Audience applause.)

THE CHAIRMAN: I will tell you this: All of us up here are very frustrated with the way it works because we do hear your concerns and have empathy for you.

We're all citizens of the county as well. We're volunteers. We do this on a volunteer basis. We basically get a small stipend to help

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us pay for our gas to get here, and that's about it. But other than that, we're volunteers.

We know it's a frustrating process because we cannot -- You know, it's kind of like putting the cart before the horse. This has to be done before anything else can move forward.

Sometimes we have to make decisions here that are not that popular, but we're not basing them on information that you're giving us. We're basing it on these criteria. So it is frustrating.

And the good news is, is that it seems like your community out there is coming together. You need to have a consistent, loud voice with the Commissioners because they're the ones that control the purse strings and can make something change out there. So I just encourage you to keep moving forward on that avenue.

Kristi Coe, please.

MR. GRAY: Mr. Chairman, can I make a comment --

THE CHAIRMAN: Yes.

MR. GRAY: -- while the person is coming.

Also I'm a certified planner with the American Planning Association. And it's an area

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which I've worked probably almost 18 years.

And one thing that I'm hearing you guys ask for, I'm just going to caution you what you're asking for. You're asking for a road to be widened.

And the counterintuitive result of a wider road is higher-speed behavior.

And when I was asking the gentleman -- and I've lost the name now -- about the behavior that existed before and after, I was assuming he was going to say 50 to 60 miles an hour because I've seen the way the road looks. The way your road is designed is the behavior you're asking for.

So you've made a road where all the trees are 25 feet off the center line. The road widths are 12-feet wide. There's very well-mowed embankments or decently mowed berms on the side shoulder.

You're basically creating an area where vehicles feel very comfortable taking that 50, 60 miles an hour.

What you'd want to do, if I were -- if this is my street is, I would be asking for street plantings and tree plantings along the

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side of the road to then protect you guys as pedestrians, if you do want to take your walk on the outside of that tree in the -- in the -- in the shoulders.

Just remember, the 12-foot lane is handling vehicles that the DOT requires to be 8 feet wide. And most cars are 6 feet wide, but trucks and such are kept at 8-foot-6. So 12 feet is plenty of room for a truck to move through unless it's a wide vehicle.

I'm just telling you, when you're -- when you're asking for more than a 12-foot-wide lane or you're asking for more pavement, you're creating a behavior that seems to be counterintuitive. That seems to be counter to what you're -- your problem is today. Your problem is vehicles moving so fast you can't even get out of your driveways.

THE CHAIRMAN: Okay. So we're only getting on the record what you're saying because it's all being recorded.

So go ahead, Mr. Gray.

MR. GRAY: I was just trying to help you understand that if you ask for wider lanes, you're going to get faster vehicles.

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By going down in speed, you'll have more volume and you'll hopefully have a safer situation. If you can -- if you can do things, it would be my opinion -- and we can only ask for opinions -- is to ask for a safer street.

THE CHAIRMAN: All right. Thank you, sir.

Kristi Coe, please. Good morning, ma'am.

KRISTI COE, upon being duly sworn, was examined and testified as follows:

MS. COE: Hi.

THE CHAIRMAN: Hi.

MS. COE: My name is Kristi Coe. I live at 3210 Wilde Lake Boulevard.

Thank you for allowing me to speak about my concerns regarding the proposed rezoning for the 46 acres on the property of 8300 Klondike, from low density residential to medium density residential.

From what has been proposed in the documents, the main justification seems to be that the properties adjacent to the south across the Wilde Lake Boulevard to the north are currently zoned density.

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The problem with this reasoning is, most of these properties are already developed on large lots. The main concern of mine, as well as others here, is the heavy flow of traffic we are currently experiencing due to the tremendous growth in the Beulah area because of Navy Federal.

We have seen a continuous increased amount of traffic on Klondike and Wilde Lake Boulevard from Mobile Highway because Wilde Lake Boulevard is the most direct access to Pine Forest Road and the entrance to the interstate off Pine Forest Road.

Wilde Lake Boulevard was not designed for this amount of heavy traffic flow. We are already facing the additional traffic flow from Klondike when the Pathstone Development of 174 acres is completed.

The current traffic flow on Wilde Lake Boulevard causes a backup at the intersection of Pine Forest Road.

It is also very difficult to turn north onto Pine Forest Road because of the northbound lanes of Pine Forest Road going from two lanes of traffic to one.

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It's imperative for the county to fix the current traffic infrastructure issues before they should consider rezoning and making an already terrible traffic problem worse.

According to county records, there are no ongoing program projects on Klondike in the county capital improvement program. Likewise, there are no ongoing program projects on FDOT's work program.

If this is the case, how can the county justify adding more traffic to this area without funding and approval to fix the problem?

I know that recently the county is exploring an expansion of Klondike and Wilde Lake Boulevard; but this is just that, exploring.

It is proposed to be constructed in three phases. But how and when and how long would these phases take to be completed without funding or final approval?

Another major concern on Wilde Lake Boulevard is the stormwater management by the county and the fact that it has been poorly maintained for years.

Additionally, how will potential runoff

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for the new property development of this property affect nearby properties?

In closing, it seems the county has been overwhelmed by the rapid growth on the side of town caused by the Navy Federal and meeting the needs of a large influx of people.

For this reason, I feel the county should try to slow down growth problems and the issues present.

And I hope the County Planning Board will reconsider approving the rezoning change or any poor decision that will cause more problems until a better infrastructure has been implemented.

Thank you.

THE CHAIRMAN: Thank you, ma'am.

(Audience applause.)

THE CHAIRMAN: Ethan Manns.

ETHAN MANNS, upon being duly sworn, was examined and testified as follows:

MR. MANNS: My name is Ethan Manns. I live at 8512 Alta Vista Drive, right down the street from the Keiths, Sue, and a lot of these

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people here.

I understand that, you know, you're limited on what, you know, you can do as far as a lot of our concerns are.

But we're here, and, you know, and we're ready to make some concerns known. And if you can pass it on to the appropriate people, or even if something -- there is something you can do. We don't know. I've heard two different things.

So anyway, everything they said about the traffic and drainage situation is completely correct.

I've lived on that road for the better part of 43 years and seen it get worse and worse.

You know, we know that Mr. Page should be able to develop the property. Mr. Downs should be able to do the plumbing on the property when they develop all the houses, and all that stuff.

(Audience laughter.)

MR. MANNS: You know. And . . . You know. You know what I'm talking about.

So if you're going to get a shorter time to get to work for everyone else, it becomes

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more and more hellish.

I would ask Mr. Page if he would like to wait 20 minutes to get off his road, you know, just to get to work. And it's not a concern. And I know you're doing -- You know. Everyone should have the right to do what they do. The 14th Amendment type stuff; right?

But we have the same rights to, you know, our safety and liberty, and everything else. And that's going to be stomped on. It's getting stomped on more and more every day.

You know, my wife was an hour late to work not too long ago because the traffic backed all the way up to Alta Vista Drive and on the other side, Klondike was -- was also backed up all the way to Mobile Highway, with people trying to turn onto Eight Mile Creek Road. This crap happens all the time. And it's becoming intolerable.

It's completely illogical to go forward with something like that development until the infrastructure is corrected. It makes zero sense. So that's our concern.

I mean, I'm a -- I've been a licensed flood insurance adjuster for 13 years. And more

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and more all the time I see they build an adjacent neighborhood somewhere else. Well, all of a sudden, your house is flooding where it hasn't flooded in 50 years. It's going to happen. We live downhill. That's an uphill field there. The runoff is going to come straight for us. And the Coes are already dealing with it enough.

We actually have a basement, believe it or not, that floods all the time. It's going to elevate the water table. I mean, you can't put the cart before the horse. And I know the way that things are designed politically around here, you kind of have to sometimes. But that doesn't mean we're not going to keep saying something about it.

That's all I got.

THE CHAIRMAN: Thank you, sir.

(Audience applause.)

THE CHAIRMAN: Robert Seely.

ROBERT SEELY, upon being duly sworn, was examined and testified as follows:

MR. SEELY: Yeah. I live on 8030 Mobile

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Highway, a little bit from there.
My main concern is, I moved to the Beulah area to be rural. They put up the equestrian center, spent all that money. The way we're going, there's not going to be a lot big enough to have a horse any longer.
When these people talk about traffic problems on Klondike, it's so bad on Beulah Road and going that way that I drive down to Klondike to cut across because it's so jammed because you keep approving subdivision after subdivision after subdivision. Soon there's not going to be a lot bigger than 10 acres in the whole area.
I mean, they're behind every single -- When I bought, it was a rural area. I've got a subdivision on all three sides of me. And I wasn't paying attention or I would have been at meetings earlier.
The growth has got to slow down. I mean, it just absolutely has to. I've got a friend who runs Pony Parties. It's literally going to put her out of business, you know.
She needs a buffer zone at least, at minimum, to protect what she has. You know, we're -- I volunteer 4th of July for her every

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year and put hundreds and hundreds of smiles on kids' faces. And with something like this going on, it's going to make that disappear.
And, you know, we really need to think about slowing things down. And I agree with the gentleman on the 14th Amendment, but we also have the rights to enjoy our properties and to be able to get off of our properties.
And they're allowed to make a profit. When they got it, it was zoned such a way they want to rezone it to increase their profit. That's all I have to say.
(Audience applause.)
THE CHAIRMAN: Howard Grimes.

HOWARD GRIMES, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Good morning, sir.
MR. GRIMES: Good morning.
My name's Howard Grimes. I live at 5947 Tanglewood Drive in Milton, Florida.
My purpose here today is to basically support my daughter, Gracie Bellamy, who is a resident of this adjacent property, Pony Parties

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of Pensacola.
I know the traffic concerns. I've heard of several traffic concerns from several people. And I'm a retired traffic officer from the Escambia County Sheriff's Office. I can attest to traffic problems in that area.
I can attest most specifically to the speeding problems in that area. I can attest to the width of the highway, danger to pedestrians, danger to vehicle traffic, danger to kids, walking, bicycles, whatever. And the adding of additional traffic, okay, you know, exactly to raise those concerns.
The only other thing I can attest to would be all the personal information that my daughter, Tracy Bellamy, Pony Parties of Pensacola will give this board.
You know, I'm her father. I've bought her her first pony when she was just a child, very small child. She loved ponies ever since. She has a passion for her Pony Parties of Pensacola for over 20 years, 25 years. It's been a very considerable part of her life. It's actually been her entire life.
And the project of hers -- The adjacent

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property and the availability of her to continue with her business is something that was jeopardized not only in her personal life but certainly her economic life was, you know, a means of support for herself.
And I would just like, you know, the board to consider those circumstances and any other information that I can provide.
Any questions from anybody?
(No response.)
MR. GRIMES: Thank you.
THE CHAIRMAN: Thank you, sir.
(Audience applause.)
THE CHAIRMAN: Tracy Bellamy.
Good morning, ma'am.
MS. BELLAMY: Good morning.

TRACY BELLAMY, upon being duly sworn, was examined and testified as follows:

MS. BELLAMY: Before I begin, may I ask to have some letters from Arc Gateway, Pearl Nelson, Child Development Center, as well as Janna Mason, Wildcat OSC president from Naval Air Station, along with several other letters

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from churches and different important organizations in our community to be submitted for those who could not attend the meeting here today?

THE CHAIRMAN: Okay. Well, let's first start with getting your name and address on the record, so that it's --

MS. BELLAMY: Sorry.

THE CHAIRMAN: That's okay.

So if you'll just state your name and address for the record.

MS. BELLAMY: My name is Tracy Bellamy, a lifelong resident of Pensacola. And I've lived at 7840 Klondike Road, adjacent to the proposed property, for 20 years.

THE CHAIRMAN: Okay. Now, as to the letters that you want to submit, can you tell us a little bit more about the letters?

The reason is, is that you have to be in person at a quasi-judicial hearing for your testimony to go forward.

Now, we can accept evidence, and it's so deemed as evidence. But if it's letters from people who couldn't be here -- Meredith, you can correct me if I'm wrong, but those letters can

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be submitted as evidence, but they will not reserve them a spot at the hearing with the Board of County Commissioners.

MS. CRAWFORD: The letters may be submitted.

Hearsay evidence is admissible in quasi-judicial proceedings. However, hearsay cannot be the sole basis. And you are correct. If a letter is submitted, that does not qualify as that individual actually providing that testimony. They would not be allowed to speak. That statement would be presented as hearsay by the person who is providing the statement.

And, again, that statement cannot -- or has been held by courts, you know, that it cannot be the sole basis for a decision. A board you know, is able to consider it, though, to the extent they wish.

THE CHAIRMAN: Okay. Is that as clear as mud?

MS. BELLAMY: Yeah.

THE CHAIRMAN: You can submit it. And, you know, the board can certainly look at it, but it's not going to give it the same weight, I guess you would say, as if someone were here

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testifying in front of us.

And, obviously, you know, the Board of County Commissioners will look at it just like any other piece of evidence for the case, so --

MS. BELLAMY: Okay.

THE CHAIRMAN: -- do you wish to submit those, then?

MS. BELLAMY: Yeah.

THE CHAIRMAN: Please provide them to our county attorney for review.

MS. BELLAMY: I have 10 copies here --

THE CHAIRMAN: Okay.

MS. BELLAMY: -- of each one. Is that sufficient?

THE CHAIRMAN: Yeah. If you'll just submit them to her and let her review them first.

And Meredith, if you'll just qualify the letters for us, where she received them and how, and so on, please.

MS. CRAWFORD: Ms. Bellamy, if you could just advise the board generally as to who provided these statements to you.

MS. BELLAMY: They were provided in person by the people who wrote them.

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MS. CRAWFORD: And have the statements been altered in any way by you or anyone else?

MS. BELLAMY: They are copies of the original, copies of the letters that they typed up for this meeting and this issue. And they are all . . .

MS. CRAWFORD: As far as --

MS. BELLAMY: . . . affected tremendously by the outcome.

MS. CRAWFORD: And as far as you know, the statements were written by the individual signing the statement?

MS. BELLAMY: Absolutely.

MS. CRAWFORD: This is fine to be admitted as -- again, as hearsay, to be given that weight.

THE CHAIRMAN: Okay. In general -- You don't have to go into each individual letter, but in general, what do these letters show? Are they giving support to your service that you provide? Is that what they are offering?

MS. BELLAMY: I hate to comment without having -- being able to read the letter in its entirety, but I will say that, for instance, Arc Gateway Child Development Center has utilized

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the ponies for their children for approximately 20 years. And their organization is super important to our community and the children that live here, in addition to the ponies that also are extremely important to our community.

I just really would hope that the members of the board would just take an extra, say, five minutes to read these letters in their entirety because the people that wrote them put a lot of time and effort into them and the things that are written in the letter and the feelings they have are very important to this issue.

THE CHAIRMAN: Okay.

MS. BELLAMY: We would really appreciate it, and I'm sure that they would, too.

THE CHAIRMAN: We have a question from the board.

MR. PYLE: Ms. Bellamy, may I ask just ask for further clarification?

MS. BELLAMY: Yes, sir.

MR. PYLE: Do you utilize a portion of this property in question to house the ponies? Is that what the issue is?

MS. BELLAMY: Yes.

MR. PYLE: And so your concern is that if

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it were rezoned, that would go away by way of whatever development or -- I mean, there's --

MS. BELLAMY: Absolutely.

THE CHAIRMAN: So there's a physical part of this property that you've been given permission to house --

MS. BELLAMY: Yes.

MR. PYLE: Okay. That wasn't clear to me. I didn't know how --

MS. BELLAMY: Thank you for asking.

MR. PYLE: My -- my -- my logic said, well, she's more -- means possibly more business for you. But what you're saying is that you've been granted an area on this property that you're concerned would go away with rezoning.

MS. BELLAMY: Absolutely.

And to be perfectly honest, I'm not even sure if the owners and the family, Dan Livingston are even aware of the special purpose that this particular . . . I would show you on the diagram if it was still up on the map.

This particular portion of this property has been used for such a special purpose for the past twenty-some-odd years.

I really don't think that the families of

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Dan Livingston and his family are really fully aware of what a special purpose this property has been used for.

MR. PYLE: Do you mind pulling up the map and just kind of giving me an idea where --

MS. BELLAMY: I would love to.

Okay. Not quite tall enough to reach it, but --

UNIDENTIFIED VOICE: Would you like a pointer?

MS. BELLAMY: It's this left-hand corner. The patch has been utilized and stops with the fenceline of this property of Ms. Griggs in the middle. So, in other words, it doesn't go all the way to the back. So right in that vicinity there.

MR. PYLE: Okay. So currently you have an agreement or something in place, I guess, that --

MS. BELLAMY: Yes. I've had permission from Dan Livingston. I've never met Dan Livingston or any of his family, but I did speak with him on the phone about 20 years ago when I first moved there. And he was perfectly fine with the ponies being there.

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MR. PYLE: Thank you very much.

MS. BELLAMY: And it's been mutually beneficial not only to myself and the citizens and community of Pensacola, but also a little bit to Dan and his family as well because the horses have kept it from turning into a forest and have kept it fertilized, too, so . . .

MR. RUSHING: Can I ask one further question?

MS. BELLAMY: Oh, please.

MR. RUSHING: Changing it from LDR to MDR, they still have the ability to develop it with LDR. Currently right now, they can still develop this property however they want to, so the changing from LDR to MDR really does not affect the ability for them to develop this property.

MS. BELLAMY: True, but it does affect, which was -- I believe someone may have incorrectly stated earlier, as far as what changes will occur if it is rezoned to -- from LDR to MDR.

And it was failed to mention that if it is rezoned to medium density, that horses and ponies will no longer be allowed on property

zoned as such, and . . .
MR. FISHER: I'll address that.
MS. BELLAMY: That's what I've been told when I called the Planning and zoning department.
MR. FISHER: I'll address that.
THE CHAIRMAN: Let's do this first. Let's let you finish your presentation. I'll bring these into evidence.
We'll let John respond to the issues of the horses -- the ponies being on the property.
I know there's a couple board members that have questions, but let's have you finish your presentation, and then we'll move on from there.
MS. BELLAMY: Okay. I appreciate it.
MR. GRAY: And for the record, I think she was answering a question from two minutes in, and that last 30 seconds was in the process of her answering one of the board member's questions, she should be adjusted to two minutes, please.
MS. BELLAMY: Okay.
MR. GRAY: Thank you, Mr. Chair.
MS. BELLAMY: Tiny Tim, also known as Unicorn, couldn't be here today. Wasn't allowed

to come in. We brought his almost life-size photograph that we entered into the Pensacola Interstate Fair Exhibit, just to kind of give you an idea of what we're talking about here.
I would like to start by thanking you for the opportunity to state some facts and express the views and opinions of myself and public interest, of valuable organizations and members of our great community.
But before I go any further, I would like to stress that we have no ill will towards anyone involved and want to ensure that the owners of the proposed property receive the full benefit of their lifelong investment, but to also consider what is in the best interests of the public.
All I request is that less than five percent or 2.1 acres remain under the existing zoning and be preserved and sold to Pony Land as a much-needed buffer, in addition to allowing the ponies to remain at their home of over 20 years.
When we, the ponies and I, first moved here over 20 years ago, we were surrounded by 80 acres of woods and pastures, consisting of two

homesteads on the east and south side, with the west side consisting of a large wooded section, and the north side is the proposed property up for discussion today.
Now we are surrounded by subdivisions on three sides, with another one being proposed on the other. If passed, being surrounded by subdivisions on all four sides without a buffer will greatly reduce my property value, in addition to making it much less desirable from a resale standpoint and really oddly placed.
I know you had said earlier that that particular item is not admissible, but it was in my speech, and I wanted to just go ahead and say it anyway.
Being in such close proximity to Escambia County Equestrian Center, a multimillion dollar facility should have some implication and influence on implementation and designation of property use.
The horses and ponies that have lived on a portion of the proposed property for the past 20 years comprise Pony Parties of Pensacola, which has been serving our community with beautiful, loving and gentle horses and ponies and unicorns

for the past 25 years, bringing pure joy and excitement, along with smiles and laughs to birthday parties, churches, Pearl Nelson Center, Arc Gateway Child Development Center, Capstone, Preschool Subdivision parties, including Milestone and Nature Trail, Christmas parties aboard NAS where our fallen Blue Angel, American hero Jeff Koops flew in by plane as Santa to greet the military families' children.
Tiny Tim, also known as Unicorn has been invited inside music -- excuse me -- Vinyl Music Hall to celebrate owners' birthdays and attended Gallery Night, where he was featured in their video, as well as making many missed school appearances at children's birthday parties and unicorn photo sessions with the best photographer on the coast eight years running.
The horses and ponies have also been featured on Channel 3 news Pet Tales with Catherine Daniels. And we hosted Sue Straughn at Pony Land with Black Beauty for a segment to help local children get adopted.
And in the Pensacola News Journal numerous times for their therapeutic work with mentally and physically handicapped children, Pony

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Parties story about how it all got started, and coverage for many local events, such as Santa -- such as the Santa hayride, for which we received a thank-you letter, which we have on display at the back of the room, from Escambia County Parks & Recreation on behalf of Escambia County Board of County Commissioners for our support in making the magic happen with reindeer rides and helping make this event another community success.

THE CHAIRMAN: Ms. Bellamy . . .

MS. BELLAMY: Yes.

THE CHAIRMAN: . . . I'm going to ask you to try to finalize your comments because we have to give equal time to everyone. Okay?

MS. BELLAMY: I'm almost through, and I understand . . .

THE CHAIRMAN: All right. Thank you.

MS. BELLAMY: . . . completely.

Thank you, sir.

And most recently made the front page for our participation at the Sertoma July 4th celebration, where they have been one of the biggest and most popular attractions for approximately 15 years.

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All the children's activities are free, including the patriotic pony rides.

I'm sorry.

We have worked hard to earn your five-star rating for quality of service, satisfaction, reliability and safety, and feel it is in the best interest of the public to remain as it is now and has been for the past 20 years.

In closing, God has blessed me with these wonderful, beautiful and gentle ponies and unicorns to share with you.

Can't we all compromise a little for a better purpose? We can make way for much needed housing, but we can also preserve a valuable piece of the past in the process and keep it available for the future, resulting in a positive impact for public interest and the future of Escambia County.

Thank you for your consideration, and sorry I was so emotional.

THE CHAIRMAN: All right.

(Audience applause.)

THE CHAIRMAN: Thank you so much.

MR. PYLE: Ms. Bellamy, I think you did a great job. And I will -- I will tell you, to

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bolster your confidence, that if you -- if it goes further, and the opportunity arises for you to speak again, be confident. You did a great job.

MS. BELLAMY: Aw. Thank you very much. It means a lot. I haven't slept for days, so thank you.

THE CHAIRMAN: Before you leave the podium, we may have some questions. But let's first address the issue.

Ms. Bellamy submitted seven letters. You heard the attorney's words on these as being introduced as hearsay evidence but they can be accepted.

The Chair will entertain a motion to accept these into evidence.

MR. GRAY: I'll make a motion that we accept Ms. Bellamy's letters that she's brought with her into evidence to be provided the strength that they can carry forward at this point.

MR. PYLE: Second.

THE CHAIRMAN: Thank you.

Any further discussion?

(No response.)

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THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

They'll be listed as Tracy Bellamy Exhibit A for the record, please.

Okay. Were there any questions of Ms. Bellamy before she --

MR. RUSHING: Just a clarification . . .

THE CHAIRMAN: Okay. We're going to have Jon do that.

Jon, if you would, the issue of the equestrian uses.

MR. FISHER: Yes. The current zoning LDR that it is does not allow for horses as it is, as well.

You are grandfathered in from the agricultural zoning, when it was, before 2015.

The horses be out -- I've talked -- I'm the one that spoke with you on the phone.

The 20-plus years that they've been out there grazing and stuff like that, that has grandfathered you in through before zoning even

happened. Again, we were the last county to ever have zoning in the State of Florida.

By the zoning change to MDR would not change anything about your horses not being able to be out there. You're still grandfathered in. You would still be able to do what you need to do out there.

It just becomes a matter between the owner of the property, the trustee, and trying to obtain land from them. The rezoning has nothing to do with what's going on out there.

You know, if something would happen to dissipate or disappear -- You know, if the horses would leave for a year, and you'd try and bring them back, that's when it becomes a conflict, as I explained.

You'd lose your grandfathering after a year. So as long as they're still out there, they're still able to be out there.

MS. BELLAMY: If the rezoning is passed on the portion that the horses have been on, would that then affect --

MR. JONES: Let me say something. That is strictly something that you and your property owner will have to work out. As far as those

type of -- Whether or not they would even allow you to continue to exist, that's something that we cannot get into.

That's something between -- Whether it was grandfathered in, that's something that you and your property owner will have to work out.

We won't say, "Yeah, that she has the right to continue because she's grandfathered in. We won't get into those -- into those issues.

MS. BELLAMY: I understand.

MR. JONES: That's between you and your -- and the current property owner on what can be done on that particular site.

If it is rezoned, and even if they say you cannot do it, we would not -- that would be -- that would be something between other legal -- civil matter on those particular issues. The county cannot get into those matters on that.

MS. BELLAMY: Can I ask one question? If the Livingston family would have it upon their heart to sell us the 2.1 acres in order to keep Pony Land, Pony Parties available to the citizens of Pensacola and surrounding areas, at that time when it -- if the rezoning -- How

would I be affected in that way? Is it a moot point or is it --

MR. JONES: That's another issue. That's another land use issue that we will have -- that if it occurred, we would have to take a look at that, because creation of new properties and new zoning laws, the moment you create new properties, do splits, it causes -- it pulls it into another realm of land use approval that we would have to address at that time, but -- but at this point we just cannot get into those issues . . .

MS. BELLAMY: I understand.

MR. JONES: . . . at this level.

MS. BELLAMY: I understand.

THE CHAIRMAN: Okay.

MS. BELLAMY: Again, thank you everybody for your time.

THE CHAIRMAN: Mr. Pyle, did you have a question?

MR. PYLE: I was just going to ask -- I saw Mr. Page acknowledging that they knew about the -- I didn't know if he wanted to respond to whatever the agreement is between -- or how this came about or what their thoughts are. It may

help. I don't know.

Mr. Page, if you wish to.

MR. PAGE: Mr. Chairman, the owner of the property is aware of the use of the property. As a matter of fact, we walked the fence row of the property all the way around.

He pointed out at that time what this particular piece was being used for. And just out of curiosity, I believe I understood Ms. Bellamy to say she had never met the landlord.

It would seem to me that all of the presentations that have been made here this morning before you guys needs to be made to the landlord.

That is a landlord-tenant issue and not a landlord-tenant-Planning Board-lessee or lessor issue, Mr. Chairman, but he is aware of their presence.

THE CHAIRMAN: Okay. Thank you.

Did you have one final statement?

MS. BELLAMY: One final statement just for the record.

THE CHAIRMAN: Come back to the microphone, please.

MS. BELLAMY: I never --

THE CHAIRMAN: Ma'am, please come back to the microphone.
MS. BELLAMY: Sorry.
Just for the record, I've made several attempts to speak with the landowner and explain the situation, all of which were unsuccessful.
THE CHAIRMAN: Okay.
MS. BELLAMY: I -- I didn't want to --
THE CHAIRMAN: What Horace and Buddy is trying to say is that is a private issue between you and the owner of the property.
It's not something that this board can consider at all, because we're not deciding whether that's a valid contract, lease, anything like that. We're just deciding the use of the property.
So I know it may affect you, but that would have to be negotiated with the property owner. We have no purview over that whatsoever. So . . .
MS. BELLAMY: Okay.
THE CHAIRMAN: All right?
MS. BELLAMY: Thank you.
THE CHAIRMAN: Thank you.
At this time we're going to go ahead and

take about a 13-minute break. Let's come back into order here at about 20 minutes till 11:00. And please find your seats quickly so we can keep moving. So we are in recess.
(Brief recess.)
THE CHAIRMAN: I'm going to call back to order the quasi-judicial hearing for July 10, 2018. We do have all our members back, so we have a quorum.
I wanted to -- Just in the essence of brevity, we understand the traffic and stormwater concerns. Unfortunately, there's not a lot we can do about them here.
If someone has spoken on an issue that you're, you know, concerned about, you don't have to go into quite as much detail to get yourself a spot at the Board of County Commission meeting. I think they'll probably get the message pretty quickly when you go in there what's going on.
So you just kind of want to say, you know, I'm concerned also about the traffic, and, you know, I've seen these specific problems. And that will just help us keeping moving because I know there's some folks have come up and asked

how long it will be before they're allowed to speak, and so on.
And we still do have a pretty big stack of people to get through here, so we'll try to keep it moving as quickly as possible. All right.
Our next speaker is James Miller.

JAMES MILLER, upon being duly sworn, was examined and testified as follows:

MR. MILLER: Okay. I'll just keep it short and sweet.
It's concerning the traffic and the congestion within the area.
I live on Pebble Creek Drive, 4607. I bought over there because it's a semiresidential area.
And the amount of traffic that this development is going to bring if they put the maximum allotted homes, which would be like 460 homes on a piece of property, it's going to bring -- with two cars at each house will be 920 cars. Three cars, which is more likely, is going to bring in over 1200 cars flowing out on to Wilde Lake Boulevard.

I -- Again, I also travel that road every day, and I have sat on that road backed up past Eight Mile Creek. And it takes 20 minutes to get out of there.
The traffic coming out of Beulah flowing up through there, with all the developments they're putting on that road as well, and school going back in the fall will -- with school buses on the roads. And the traffic is just going to be horrendous through that area.
I know up at the end of Klondike Road as well there is a huge parcel of land up there. I believe it's like 72 acres up at the very top, where Gibbs Farm is. I believe that's been sold. And I'm pretty sure that's the next parcel of land you guys are going to be dealing with here very soon.
But if they put all that up on there -- And those folks are going to have to flow down Klondike Road to Wilde Lake as well.
I'm not exactly sure what that is zoned up there, but I would think that being that it sits along Nine Mile Road and the freeway, that's going to be apartments, and things like that.
So adding four feet of shoulder on each

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side of the road along there is not going to do much for the flow of traffic.

They're also building a motel out there next to Cracker Barrel. There's another one proposed to go in there, and that is where the bottleneck sits. And getting in and out of there is almost impossible, with the gas station on the corner there and the road that flows back to Cracker Barrel, and the other motels that sit back there. That's my biggest concern.

And I just thank you for letting me bring those points up. I know that they've been brought up many times already.

THE CHAIRMAN: Thank you, Mr. Miller.

MR. MILLER: Thank you.

(Audience applause.)

THE CHAIRMAN: Debra Donnalley.

Good morning.

DEBRA DONNALLEY, upon being duly sworn, was examined and testified as follows:

MS. DONNALLEY: Good morning.

Thank you for your patience in listening to all of us.

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I'm Debra Donnalley, 4657 Deerfield Drive.

My husband and I built our home. This is supposed to be our retirement home. We've been there three years in July.

Three years ago, it wasn't as bad traffic-wise. And, of course, I'm going to readdress traffic. But I also -- This is my first time attending one of these events. And it's been an interesting experience.

I am amazed at, I feel, how backwards this all is as far as zoning something, when you really don't know what you're going to be putting into that property, you know that you're going to be LDR or MDR.

But I just find it very interesting. I feel that the infrastructure needs to be addressed first. And that would include all the issues that you've heard today, whether it's the traffic, whether it's the drainage and the runoff. We do have issues out there.

And I just -- I'm concerned about that. So how consistent -- Is there consistency in what you're planning on doing? We don't know what you're planning on doing. And I think that, again, it is a fear factor with the

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unknown. And how can you plan something if you don't have a plan to follow?

So that's what I have to say. Thank you for your time. And I can hope that at some point this will all be rectified.

Thank you.

(Audience applause.)

THE CHAIRMAN: Thank you.

I was going to say that with probably very much certainty everybody on this board feels the same way at some point or another.

MR. GRAY: Hear, hear.

THE CHAIRMAN: I think that's just the way that the statutes are written in the State of Florida, the way that it has to be considered. So . . .

MR. GRAY: Welcome to the world of planning.

THE CHAIRMAN: Right.

Tracy Grepke.

TRACY GREPKE, upon being duly sworn, was examined and testified as follows:

MS. GREPKE: Good morning.

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Thank you for the opportunity to speak with you today. This is my first time coming to one of these.

THE CHAIRMAN: Your name and address. I'm sorry.

MS. GREPKE: I'm sorry.

My name is Tracy Grepke, and I live at 8455 Alta Vista Drive.

I am just a few little feet out of that 500-feet stretch.

I have wonderful neighbors. I applaud all of them.

There have been many things stated today. And I know that the traffic you can't do anything about, but I'd like to go on record that is something I would definitely like to have addressed.

I agree that widening the road would cause automobiles to want to go faster and to pass one another, but I'd like to stop that before we even have to talk about widening the roads.

And if this property that Mr. Livingston is going to have rezoned does turn into extra neighborhoods versus just having four homes in one lot, that's obviously going to wear and tear

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the roads extremely.
But not only that; there's just the safety issue at hand. The storm drainage. Yes, of course, Keith and his wife -- They're right up from me. And bless his heart. I see him many, many, many times out there trying to clean out the grate himself that's right at the front of his property so the water doesn't get in his front yard and he's swimming in a swimming pool, which he does have one in the back, but now he has one in the front sometimes.
But another concern of mine: I'm a schoolteacher. And I know that our particular area that I currently live in is zoned to go to Beulah Elementary.
And I have many teacher friends that work there. Beulah Elementary is already at max. They've rebuilt a brand new middle school that's going to start here in August on Nine Mile.
Then they also had to do an elementary school off of Kingsfield Road to help with rezoning issues and getting children where they need to go.
As a teacher, and knowing that I have the right to teach 18 children per one teacher --

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And, of course, we go over a little bit. And that's fine.
But if you're already looking at classroom sizes that are already maxed beyond belief and we have new neighborhoods coming in, where are all these babies going to go? And are they going to get the best education that they deserve, as well as, you know, all children do? So that was one of my concerns.
If the area does have to deal with septic tank versus sewer -- Because I'm currently on septic tank. I live on two-and-a-quarter acres on Alta Vista, and absolutely love it, adore it.
We searched for this home. We didn't have to have a new house. But we sought it out. It's a beautiful area. And believe it or not, it's actually kind of quiet.
I was surprised that we didn't hear as much of the interstate that we did in this particular area, but we do not -- And the neighbors are great. They work really well together. Very excited about living there.
But if we do have to change to sewer, you know, what would the cost of that be?
And I know I read in the notes online that

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supposedly there is an area of part of the vacant lots that is prepared and ready for the sewer running off of it or for the houses to have so it would be sewer. So would we have to do that, too? So that was just one of my concerns, too.
THE CHAIRMAN: Okay.
MS. GREPKE: Let's see. And I think that was the main one. And I ran out of time.
I'm sorry. I took notes.
Oh, just one real quick about the amendment that -- the request on 3-B when they had in the notes, talking about it being well-connected streets.
We have streets, yes, but are they well connected? Like the previous people have said, you have to sit there for 20 minutes to even get out of your own driveway currently.
And then if we have all those extra automobiles that come in. And if you need to evacuate or get out, everybody's going to go to the interstate. You're not going to go to Klondike to Mobile Highway to try to get out. It's just way too long, and you're going to get stuck there, too.

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But I appreciate the Livingstons taking care of their property. It's beautiful. And I wish them well.
And I just felt that it would be considered to keep it as least as possible, as housing development on there.
THE CHAIRMAN: All right. Thank you.
MS. GREPKE: Thank you.
THE CHAIRMAN: Ms. Grepke bought up a point about the school. Typically, we have Ms. Patty Hightower on our board here.
We had to change the meeting date this month, so I'm sure that's why she wasn't able to attend, but it is taken into consideration --
MR. JONES: Yes, it is.
THE CHAIRMAN: -- as part of that process. I don't think Horace said that earlier in the day, but schools are taken into consideration as well.
MR. JONES: Yes.
THE CHAIRMAN: So it's a very comprehensive look.
MR. GRAY: Mr. Chair, do we have some current requirements for the public school facilities?

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THE CHAIRMAN: Yes, we do.
MS. GREPKE: I'm sorry. They also, though, even though we are 1 to 18 students --
MR. GRAY: You need to come forward. Sorry.
MS. GREPKE: Apologize.
Even though we are 1 to 18 students, I currently teach first grade, so it's kindergarten through second. That's 1 to 18. Third, fourth and fifth is 1 to 22, I believe. Don't quote me on that one.
But the county, they're -- they're willing for us to have 20 to 22 children in our classroom and just pay the penalty of being over those numbers.
And so if Beulah is already at its max, you know, my concern again is the education of the students because they absolutely deserve the best.
And if you've got one teacher with 25, 26 children, they're just willing to pay the penalty for just the couple over because you obviously can't hire a new teacher just for four extra children.
But I just wanted that to go on record

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because the housing developments are going to want a good school to go to. So education is very important.
THE CHAIRMAN: Thank you.
MR. GRAY: I'm so sorry for the interruption, but for clarification, we talk about the school facilities. We don't talk about teachers for students, do we?
MR. FISHER: No. That's up to the school board. Right now, there's no public entity. You can also go meet with them as well, if you are concerned still. Or anyone.
DRC, every time a subdivision is coming through the initial phase, education or its equivalent going forward submits a school concurrency form to the school board. And they review it and send it back, and as part of the packet.
There are two new schools, a middle school and elementary school coming online this year in the Beulah area. And there's talk of another elementary school coming in the area as well. And there's also two elementary schools that are in the works down in the Blue Angel area.
MR. GRAY: And for clarity, these -- these

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impact fees, these impacts are being relayed to the school board via the new subdivisions and new development or are they coming from the existing taxpayer base?
MR. FISHER: They do not impact fees.
MR. GRAY: That's right. Okay. Thank you.
THE CHAIRMAN: All right. Thank you.
Michelle Sauls.

MICHELLE SAULS, upon being duly sworn, was examined and testified as follows:

MS. SAULS: My name is Michelle Sauls. I live . . . My property abuts right there on the right-hand corner.
I live in Creek Wood Subdivision, 2087 Juno Circle.
And my concerns are, since I am a MDR, I guess, or whatever. We're already -- I love my subdivision. I've been there 14 years. I'm sorry. You know, I love it out there.
I don't have a problem changing. I just -- I've never been to rezoning. I wanted to find information.

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And I want to compliment you and Allyson. She talked to my husband for 40 minutes and explained stuff. So it really helped us get a picture of how everything works.
MyEscambia. We've learned how to navigate. The only thing I have is what everybody has here: Traffic, drainage, our pool liner has been changed twice in two years, three years.
There's a pond in Eight Mile Creek. And I have -- Three or four years ago, we had the 500 rain or something? It completely damaged. There was no water in the pond. I don't know where it went. But it's -- So there's definitely drainage, tons of issues.
And so -- I know you have the same thing: Traffic and drainage. And just that's about it, really. And it's just been informational. I love learning this. This is all new.
And I do feel it's kind of backwards, too, but it is what it is.
So, thank you.
THE CHAIRMAN: Thank you so much.
We'll make sure Horace hears about the compliment for Allyson because he conveniently

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was out of the room when you were getting a compliment. Now he's back.

Horace, Allyson was just getting a compliment, and you were out of the room, so we want to make sure that it's on the record.

MR. JONES: Thank you.

THE CHAIRMAN: Jackie Manns.

VOICE IN THE AUDIENCE: I believe she went to work. I'll double-check. I think she had to go to work.

THE CHAIRMAN: We'll go on to the next one.

Fredrick Friedl.

MR. FRIEDL: That's correct.

THE CHAIRMAN: Okay. Yes, sir.

FREDRICK FRIEDL, upon being duly sworn, was examined and testified as follows:

MR. FRIEDL: Fred Friedl, 4635 Deerfield.

I echo all the things about drainage and traffic problems. They are at times quite severe.

What I'm concerned about -- And it's no reflection on anyone here. But in the past

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experts have been known to be wrong. All of the studies have been known to be wrong.

The people we bought our house from spent five years fighting the county because the property flooded. It flooded so severely it looked like we had whitewater rapids.

I sent in videos of it. I sent in photographs of it. It went ignored. Took me 5 years, which makes a total of 10 years of fighting the county to get something resolved. 10 years because somebody -- someone's expert said the flow is okay. And it was not.

Who pays for that? We all do, federal, state, county. Everybody pays for it. Why do we have to pay for it in retrospect when proper planning in the first place could avoid it?

Thank you.

THE CHAIRMAN: Thank you, sir.

Barbara, did you wish to speak as well?

MS. FRIEDL: No. That's fine.

THE CHAIRMAN: All right. Thank you.

Marilyn Bridges.

VOICE IN THE AUDIENCE: She had to leave.

THE CHAIRMAN: Okay.

Neil Richards.

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NEIL RICHARDS, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Thank you, sir. Good morning.

MR. RICHARDS: Neil Richards, 4430 Youpon Road. It's the last little subdivision going north on Klondike Road.

And I know you have mentioned earlier that we are in time constraints. Do we have to leave the room soon?

THE CHAIRMAN: There are a couple of board members that have things that they have to attend, and then I do think there's a limit on our time frame in the room here as well.

MR. RICHARDS: I was going to suggest -- I don't know how big your pile still is -- that because we're -- a lot of us are here because we realize that we need to get on the record here in order to preserve our rights --

THE CHAIRMAN: Right.

MR. RICHARDS: -- to talk to the County Commissioners, so to start out, I would truly like to thank you for your service to the county

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and to the community, so . . . You deserve a round of applause because people haven't sat there before and realized the patience and the background, and the stuff you do is way beyond the time you spend here listening to this, so we do appreciate that. Thank you very much.

(Audience applause.)

MR. RICHARDS: I wanted to ask for round of applause. It's much deserved, and you need to accept --

MR. GRAY: That was a golf clap.

(Audience applause.)

MR. RICHARDS: And for the record, then, I would like to present the problems with the stormwater runoff that may not be a problem now, but because of on-site retention and the problems that it causes on the top of the hill in the county as it runs down to the city, all of the stormwater runoff problems in the city are caused by the accelerated runoff of the water and increased impervious drainage in all the subdivisions that are going in up in the watershed.

So I know you realize that. I know it's frustrating. But I believe that you do have the

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power to recommend to the County Commissioners that they go beyond the minimums and they tighten the restrictions on the approval of those subdivisions that are going in and the on-site retention that is being calculated.

So don't try and convince us that your hands are tied because you're in a very important position as citizens representing us to a lot of meetings that we don't know are happening that decisions are being made for that.

As far as traffic, I certainly agree. And we're not asking for wider, faster roads. But that was a good point to remind us not to be -- be careful what you ask for.

MR. GRAY: Be careful what you ask for.

MR. RICHARDS: But safety is a consideration and recreation is a consideration. If you go out there early in the morning or late in the evening when the weather is better, there's people trying to ride bicycles, trying to walk, trying to get exercise. And it's absolutely suicide to try and do it on either Klondike or Wilde Lake.

And so I appreciate your time. I do have

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another question if you give me a minute.

THE CHAIRMAN: Yes, sir.

MR. GRAY: Can the gentleman have one more question, and then maybe we can ask you a question?

MR. RICHARDS: Oh. Thank you.

The question was -- There was a statement made that it would be coming before you, a rezoning of 174 acres on the north end of Klondike Road that stretches to Nine Mile Road.

If I remember right. And I -- Three or four months ago, I stood before you questioning that. That has already been decided. You've already recommended, and it's been approved and it's under development.

I was assured at that time because I checked the block on the speaker, that I would be notified of further development in the process, and I would also be notified when I went to the County Commission.

I was neither notified when it went to the County Commission -- And now as it's in the development process, what do you call it? DRC? I've never been notified how that is going.

I appreciate the brochure that is being

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handed out to inform everyone that's here exactly what the process is.

There's nothing like a crisis that's going to energize the public. At that meeting months ago for that 174 acres, there was only two people here questioning or trying to find out the process. I spoke. The other person didn't. And I haven't been notified to the point where I can follow the process.

There's a lot of wetlands in that 174 acres, so the development of that is really what you're talking to.

But last point. I believe that this property -- This is not a property rights issue. These people already have -- The property is already zoned for residential development.

They have the right to develop it as it's zoned. And you have the ability to recommend to the County Commission that it stays the way it is until adjustments can be made, not only for the neighborhood but also for the wonderful lady that had the horse facility.

So thank you very much.

THE CHAIRMAN: Thank you. Thank you, sir. Horace, did you --

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MR. JONES: I do want to --

(Audience applause.)

MR. JONES: That particular project is still in the preliminary phases. It's still in the preliminary phases.

So what I'm going to do -- I told them to make sure they contact Mr. Juan Lemos. Is Juan back there?

(No response.)

MR. JONES: We'll take your name. We do have some maps and drawings, but it's in the preliminary phases. And it's probably going to be -- deal with Juan.

And we'll make sure that you get that information on the files and the plans. But it's still in the very, very preliminary phases of development.

THE CHAIRMAN: That's where it's going to be in that process.

MR. JONES: Y'all can talk to me -- y'all can talk to me -- y'all can talk to me afterwards, because I know this board's got to move. See me afterwards. Okay?

MR. RICHARDS: Okay.

MR. JONES: I'll be glad to talk to each

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one of y'all.
THE CHAIRMAN: There is a box on the form for further follow-up, so I think we just need to make sure that is happening with those folks.
Frank Wicsey? Wicson? Did I say it wrong?
MR. WILSON: How about Wilson?
THE CHAIRMAN: Sorry. It's hard to read. Wilson. Okay. Looked like a "k" there. It was an "i" and an "l" together.

FRANK WILSON, upon being duly sworn, was examined and testified as follows:

MR. WILSON: 95 percent of what I've heard today involves Beulah.
I remember eight or nine years ago when I moved into that area, my son says, "You're moving into quiet Beulah."
He said now, "Dad, you thought you moved into quiet Beulah."
I'm going to say something that hadn't been mentioned very much about education.
Patty Hightower, she was the lady that got me, the token male, on the Escambia County

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Council PTA years ago. And I've still got little bit of blood.
And my wife is a retired educator. My sister was an educator. And I have a daughter that's an educator at crowded Beulah Elementary School.
Folks, we got 5,000 plus families moving into Pensacola. Some of them are here now, but that's the number you're looking at. And they got kids. And we got to think about that, too.
And all I can say is, we got Pensacola.
Thanks for your time.
THE CHAIRMAN: Thank you, sir.
(Audience applause.)
THE CHAIRMAN: Toni Dunn.
Second call. Toni Dunn.
Oh, there you are. Okay.

TONI DUNN, upon being duly sworn, was examined and testified as follows:

MS. DUNN: Hello. Good afternoon.
My name is Toni Dunn.
I live downtown at 109 Barcelona.
First off, I'm not quitting my day job.

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My armpits have been sweating since I walked in here. And I did a combination of lamaze breathing all the way here.
I commend the people that walked up here without notes. Incredible.
Thank you to many of you for bringing up the traffic issue. I know that is huge.
Everyone here brings something entirely different to the table. And I sure appreciate everyone's words.
Every household does have at least two to four cars. And I can't imagine this many cars on these two small streets of Wilde Lake and Klondike.
And, sir, Mr. Wayne, if you're looking for that magic wand for your traffic, the unicorn has one of those at Pony Land.
As far as widening the road, I think that point has been missed. I think the residents here are thinking that if this new zoning does pass, that the widening would be necessary.
I don't think they're asking for it now. They're thinking that it's dangerous if we had that many more cars coming to the area.
But I do like your mind where you were

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saying if it does get rezoned, then I think we as the community, the residents, will be asking for those new -- nice new trees on the side of the road, and those nice shiny sidewalks for our pets and our people, to keep them safe.
For Mrs. Tracy Bellamy and her concern of Pony Land, I think she is speaking for the horses because they have no voice. And not just hers but everyone in the neighborhood who has horses.
I think she is simply asking for what is fair. She is concerned for all the residents there, as well as the rural life that they have all come to love and are in great fear of losing. From just a human standpoint, why is this so hard?
I honestly can't grasp or understand the legal zoning terms that you explained today. I think I speak for most people on that.
I just wanted to say I'm shocked at the five reasons you guys have to work with. It's completely shocking. Not one of these involves the care of our community. It just simply doesn't.
So I guess before I address you, the

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board, I have no idea who is planning this new subdivision, but I'm begging this person and/or the many people involved to not just think of the financial gain. Please think of our community. Think of the people.

I speak from my gut and my heart. I'm just being honest, you know, back in the day when doing the right thing meant really doing the right thing. If you could change someone's life, would you? I would.

MR. GRAY: Change the three-minute limit.

MS. DUNN: Right.

MR. GRAY: Is the witness having more to add from the notes?

MS. DUNN: And if you could change a lot of people's lives, would you? If you could change your community, would you?

I know this is a political, legal decision about the land, but don't forget to allow your heart or mortality to have some input. Don't leave humanity on the table and forgotten.

And I'd like to submit this into evidence. It's just some pictures.

THE CHAIRMAN: Okay. If you could submit those to our attorney, please.

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Allison, if you'll -- I mean -- Allison -- Good Lord. Long time ago.

Meredith, if you could please qualify them.

MS. CRAWFORD: I'm sorry. What's your last name?

MS. DUNN: Dunn.

MS. CRAWFORD: Ms. Dunn, did you take these photographs?

MS. DUNN: Not all of them, no.

MS. CRAWFORD: Did you take some of these photographs?

MS. DUNN: Yes, I did.

MS. CRAWFORD: Can you identify the ones that were taken by you?

So bottom of page 2, the fourth photo. Bottom of page 3, third photo. Bottom of page -- or page 5.

Are those photos a fair and accurate representation of what you observed at the time the photos were taken?

MS. DUNN: Yes.

MS. CRAWFORD: The other photographs that you did not take yourself, tell the board where those came from.

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MS. DUNN: From friends.

MS. CRAWFORD: And do they, to the best of your knowledge, depict the horses which have been discussed here today?

MS. DUNN: Yes, they do.

MS. CRAWFORD: This is fine to be accepted into evidence, in the same way as prior photographs and other information from outside individuals has been presented.

THE CHAIRMAN: The Chair will entertain a motion to accept these photographs that were personally taken by Mrs. Dunn and the photographs taken by her friends into evidence.

MR. GRAY: I'd like to make a motion that we do accept these into evidence, Mr. Chair.

MR. FEARS: Second.

THE CHAIRMAN: Thank you.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: No response.

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Thank you.

(Audience applause.)

MR. GRAY: You did a good job, too, as a speaker. Thank you.

THE CHAIRMAN: We will label them Toni Dunn Exhibit A.

All right. Thank you very much.

Our next speaker, Kathleen McBride.

VOICE IN THE AUDIENCE: She had to leave.

THE CHAIRMAN: Okay. We hate it when people have to leave. But as you can see, this is a lengthy process that we have to go through.

Ann Arnold.

ANN ARNOLD, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Good morning.

MS. ARNOLD: Hi.

My name is Ann Arnold. I live in Mallard Oaks Subdivision. And my property backs up to the property that's in discussion.

My concerns are pretty much the same as everybody else: The drainage, the traffic, the safety, all of that.

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I do have another issue that I would like to address. Where my property backs up, I have a private water easement that nobody knows anything about. I have not been able to get any information about it.

And since it drains from that property, I would like to try to get some information, who owns it, who's responsible for it. Is it part of my property? I don't know.

THE CHAIRMAN: Okay. After the hearing, if you'll get in touch with some of the staff members, they can pull up the maps and find out exactly who owns it. And it will be their responsibility, whatever entity owns it.

MS. ARNOLD: Okay. And like I said, everything else has pretty much been said.

I'd like to ask you guys to do as much as you possibly can to encourage our County Commissioners to do their job and try to get our infrastructure fixed before they do anything else.

Other than that, that's it.

THE CHAIRMAN: All right. Thank you so much.

(Audience applause.)

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THE CHAIRMAN: Teresa Blackwell.

MS. BLACKWELL: I'm not speaking on this item. I'm on the next one.

THE CHAIRMAN: Okay. You put 7 on your form, but I'll change it to 8. I promise.

MS. BLACKWELL: Oh. Okay.

THE CHAIRMAN: Okay. Is there anyone else who has not spoken yet that wishes to speak on this case?

(No response.)

THE CHAIRMAN: Okay. Hearing none, we will hereby close the public comment portion of the hearing.

And Mr. Page, an opportunity for you to give a closing statement.

MR. PAGE: Mr. Chairman, I would reiterate --

THE CHAIRMAN: Hold on. I'm sorry, Mr. Page.

Yes, ma'am.

MS. ARNOLD: May I make one more statement?

THE CHAIRMAN: Okay. Come forward, please.

You've previously been sworn in. If

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you'll just state your name again for the record, please.

MS. ARNOLD: Ann Arnold.

And I forgot to mention that where my property backs up is also where Ms. Bellamy's ponies stay.

And I really enjoy seeing that, and not necessarily a new subdivision. Those horses are beautiful in the morning when they come traipsing through there. It looks like angels floating.

(Audience applause.)

THE CHAIRMAN: Thank you.

All right. Mr. Page.

MR. PAGE: Thank you, Mr. Chairman.

I would reiterate my earlier presentation, that we have been found -- our application we submitted has been found to comply with all five of the requirements in the Land Development Code and Comprehensive Plan.

And I might also add that I've listened to all of the concerns here. And it has been pointed out by the board and the staff numerous times, these are topics that are taken up at some point down the road.

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I did hear some calculation regarding the number of cars, the number of units, and so forth, as projected.

Even though the allowance of 10 units per acre, I think the board's very much aware that you never get 10 units per acre. By the time you deduct roadways, landscaping, buffers, especially wetlands, that number comes down significantly.

Typically, if you didn't have wetlands involved, you'd get about 68 to 74 percent of whatever your acreage or your density might allow. So those numbers would be considerably smaller than what has been projected here this morning.

And I would also say that in terms of traffic projection -- I didn't do it. I should have. I've got the DOT trip-generation software that gives p.m. peak-hour, peak-direction traffic based on density, acreage, and so forth.

But the amount of traffic that would be generated would be greatly reduced from what was suggested to you here this morning.

We are well aware that there are five areas within the acreage that have a

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considerable amount of wetlands. Four of those are better than 90 percent likely to be jurisdictional Corps of Engineer definition of wetlands. One of them may not be, but it's still a hardwood hammock, so there's a considerable amount of wetland acreage that will have to be deducted from those, Mr. Chairman. But those are just some responses to some of the comments that caught my -- caught my ear.

But Mr. Chairman, in summary, we have complied with the requirements that's set forth in the Land Development Code. Staff has reviewed and approved, and we would ask favorable consideration by the board.

Thank you.

THE CHAIRMAN: Thank you, Mr. Page.

Staff, anything else to add?

(No response.)

THE CHAIRMAN: Board members, any questions?

(No response.)

THE CHAIRMAN: Okay. Chairman will entertain a motion on 2018-07.

MR. PYLE: I'm just going to make a comment prior to the motion, but I would state

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that while all the issues brought up are certainly legitimate, not one of which addressed any of the criteria to Mr. Page's point.

And I think that I will tell you from experience on this board, Mr. Page in his presentations has been one of the more organized and usually I think wise in representing a developer who has to deal with neighbors.

I will tell you that. And I am certain that your points will be presented to the owner. If you have had difficulty prior, I am certain that they will reach his ear now, also knowing that going forward the Board of County Commission has a different set of parameters and a little more latitude, I guess, in their decision-making process than do we.

As Mr. Briske, the Chair, pointed out, ours is solely directed by the criteria at hand.

And to that point, again, very compelling arguments and all logical. They just simply don't address today's items at hand. But I would, again, present them to your County Commissioner.

I would reach out to the representative of this development, and I would probably tell the

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discussion about the animals that has absolutely nothing to do with this, but is so compelling you're killing me.

I would -- I would suggest putting it in writing to the owner. I would strongly suggest it. I think that they're wise, and any developer would want to get along with their neighbors. And no one is so heartless to be against the ponies or the unicorns.

So with that all being said, I think y'all did a great job. We've said this in the past. It is very difficult to come up and speak in public. And we don't lose that when you come up and you're, you know, terrified. We're not mean people. We get it.

But it's also -- You walk in the door and you have to digest that we have five criteria. We have people that do this professionally. And you have to articulate your emotions and everything else. We get that.

You guys have done a wonderful job. I would tell you to continue to take these issues going forward because you need to have a plan. You need to come together for that general area.

There's a person in the audience who has

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been a champion of the whole Beulah area. I would suggest that you coordinate with her and help to get a plan, because the thing I heard earlier is, without any map, you will have no idea where you're wanting to go. And you have to come together as a community to dictate where or how you want your community to look like.

All that being said, I would make a motion to accept the change as it stands written, going forward, that we pass this -- I forgot now -- Z-2018-07.

THE CHAIRMAN: Thank you.

We have a motion for approval.

MR. RUSHING: Second.

THE CHAIRMAN: Second.

Discussion?

MR. GRAY: Mr. Chair, if I might.

And I look at this the same way we're required to look at this, too, but I also hear -- And I -- and I -- and I hear where you're all coming from, your concerns.

I look at A, B, C, D and E. I see that this thing meets about the same way -- I -- My -- my -- my mind is trained to basically line me up the same way that staff lined up this --

this application.
In other words, it's -- everything seems consistent, and everything seems to be above board, and it moves -- moves through, in my mind, with I'm going to approve -- approve it today and follow -- and let this thing follow forward.
But at the same time, you need to recognize that as these projects go through this application process, there's a unique opportunity for each of you in the public, in that you now have this power position to play. And you -- you have it this year and not -- not 10 years in the future.
You don't have it again to play in 2025 or 2030. This is the year in which you can have your voice heard and you can effect some kind of change.
I hear a lot of you talking about the one side we have great views and vistas. On the other side you say, well, these people also have a right to develop their property.
I hear people say that we -- we love the -- the equestrian element that's being brought with this one -- this one -- I guess you

would see it's in jeopardy of -- of losing its -- its ability to stay there.
But I also want to remind the folks like -- like Buddy and those of you in the audience -- audience, too, that equestrian themed developments are very, very sought after, and that housing that has a tie to horse trails and individual horse stabling is a -- is an attractive type of development.
And it's even -- You know, there's even -- you know, there's even like search databases nationally for neighborhoods that are equestrian friendly.
So there may be some point at which in the future that your input has some impact towards the way that this development -- maybe future developments in your area -- come together.
Certainly the case -- the -- the likelihood is increased if you incorporate ideas like this into a master plan for the area.
In other words, if Beulah plans itself as a community that has a center, has a suburb and an exurb that embraces equestrian-type development, you guys will have some of the -- the win-win-win that I'm sure could be there.

So, again, I think this development looks -- it -- it -- it walks and talks just like something that's going to get approved. I'm -- I'm going to say yes to it in a moment here. And I don't know what my other members are going to say.
But I'm telling you that there is a unique opportunity for each of you now to keep your voice . . . stay together as a -- as a group, carry forward to the next stage, and make sure that it's important to the -- the people that you elect to -- to follow with what you're asking to be done, which is -- I hope you guys, you know, follow through with some stormwater, get some -- get some roadway impact handled and make the streets and make the -- basically make this area work for you, too.
So I do encourage -- A roomful like this is obviously, it's a -- People can look at it as a good thing or a bad thing. I think it's a very good thing to have this many people interested and this many people impassioned about their area, that spells very positive news for the way your neighborhood is going to develop in the future. Absolutely is a good

thing to see.
You'll see my support for everything you're doing, but also understand we're -- I'm going to approve. And that's for those reasons.
But thank you, Mr. Chair, for that time.
(Audience applause.)
THE CHAIRMAN: All right. Thank you.
Before I call the question, I would also just like to reiterate. I'm not as eloquent a speaker as they are, but I would just tell you, I agree with all the things that you're saying. Okay?
I've had frustrations with traffic coming from my area. I live in a very rural area on a very large parcel of property.
I can't tell you that if a subdivision was coming in next door to me that I wouldn't be sitting right there asking the same questions. Okay? Because I get it.
I've been on this board now -- I think it's close to 18 years. And when I first got on it, I asked the same questions. This seems backwards. Why are we doing this before we do this? Okay?
After you get into it a little bit better,

you see that there are some reasons why it kind of flows this way, and that are protections in place to catch some of the things that you're concerned about. Okay?

It does seem backwards, but in all essence, you'll have opportunity. Both of these gentlemen have said stay involved.

I've owned horses in my life, so certainly that tugs at my heartstrings. I have children that have had horses, so I understand, and I support that.

But what we have to do is, we're charged with applying the laws as they sit right now.

And as the laws sit on the books right now, the statutes that we must look at, this project is consistent with these five criteria. So I will have to support it.

In the essence of being fair -- I think Mr. Downs said it -- we have to treat everyone equally according to the law. The law allows this. It's consistent with all of those. And so I will support it.

But there are things that you can do. And I know Ms. Blackwell did not speak. And Tim referenced her, but there is a lady in your area

that is trying to gather a group of citizens that want to be active.

And I would encourage you -- Teresa, throwing you under the bus here. Put your hand up. You guys go talk to this lady. She's trying to be a champion for your area. So I would get to know her. And there's strength in numbers. Okay? You can get things done.

The County Commission is where things get done. Okay? We look at it from a technical standpoint. We say are all the t's and all the i's crossed and dotted. That's what this board does. It's a technical board.

When it goes to them, then that's where the citizens have the influence because they're elected. Okay?

So with that, any of my other board members want to say anything?

(No response.)

THE CHAIRMAN: I'll call the question. We have a motion and a second in favor of the rezoning.

All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries unanimously.

Folks, good luck.

Teresa.

MS. BLACKWELL: I just wanted to say, you're on District 1; right?

So there's going to be a town hall at the end of this month. I think it's July 26th. So you should show up for that. That would be a -- that would be a good idea. Commissioner Bergosh will be there.

THE CHAIRMAN: Anyone who wishes to speak, maybe if you will go out in the lobby so we can keep moving on it.

MS. BLACKWELL: I'm actually talking about this next one, so . . .

(Hearing concluded at 12:00 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date: 07/10/2018

CASE : Z-2018-07

APPLICANT: Wiley C. "Buddy" Page, Agent for Dan L. Livingston, Trustee

ADDRESS: 8300 Klondike Road & 8300 Block of Klondike Road

PROPERTY REF. NO.: 14-1S-31-2301-000-000, 14-1S-31-2301-001-001

FUTURE LAND USE: MU-S, Mixed-Use Suburban

DISTRICT: 1

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 08/02/2018

SUBMISSION DATA:

REQUESTED REZONING:

FROM: LDR, Low Density Residential district (four du/acre)

TO: MDR, Medium Density Residential district (10 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined below.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FINDINGS
The proposed amendment to MDR **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Suburban (MU-S), as stated in CPP FLU 1.3.1 Future Land Use Categories. The category is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of Allowable Uses are listed as: residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture. The amendment is also **consistent** with the intent of FLU 1.5.1, by making use of the existing public roads and the availability of utilities and service infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

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

Sec. 3-2.7 Medium Density Residential district (MDR).
(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of

well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.

c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services. See conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) Other uses. [reserved]

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The applicant is requesting the MDR zoning designation for both parcels. The existing zoning allowances for the two parcels is currently LDR, which provide limited a range of uses and intensities that are included within the allowances of the requested MDR zoning district. A review of the current zoning map, as it relates to the two parcels in question, shows that the properties adjacent to the south and across Wild Lake Boulevard to the north, are currently zoned MDR zoning.

TTO Staff has reviewed the Rezoning Case (Z)-2018-07, 800 block of Klondike

Road, agenda item for the Planning Board meeting scheduled for July 10, 2018. Please see the below comments.

Currently, there are no ongoing or programmed projects on Klondike in the County's Capital Improvements Program. Likewise, there are no ongoing or programmed projects on FDOT's Work Program. Recently, however, the county began exploring an expansion (two 12-foot travel lanes with 4-foot paved shoulders) of Klondike Road and Wilde Lake Boulevard. The project would be constructed in three phases: Phase I, Klondike Road from Wilde Lake Boulevard to the Pathstone development; Phase II, Wilde Lake Boulevard from Klondike Road to Pine Forest Road; and Phase III, Klondike Road from Wilde Lake Boulevard south to Mobile Highway. In addition, FDOT indicated that signalization of the intersection of Mobile Highway and Klondike Road will be programed, in the near term.

Klondike Road is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes. Per the Florida-Alabama TPO's Congestion Management Process Plan, Mobile Highway is classified as a Minor Arterial. The maximum level-of-service (LOS) for this roadway segment is LOS D (17,700 trips/day), and as of year 2017, this roadway segment had 12,600 daily vehicles.

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

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

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius, staff identified properties with zoning districts LDR and MDR. There is 77 single-family residences, four vacant residential, three non-agricultural acreage parcels, and one RV Park. All surrounding zoning districts range from low-density residential to medium-density residential. The existing uses and intensities on the ground, are compatible with the allowed uses under the requested MDR district.

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

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The request to MDR **would not** establish or reinforce spot zoning; based on the LDC definition, the request to rezone both properties from low density, to MDR will actually make those two parcels just as equally compatible with the adjacent zoning and the existing uses and intensities as they currently are.

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

Appropriate with changed or changing conditions.

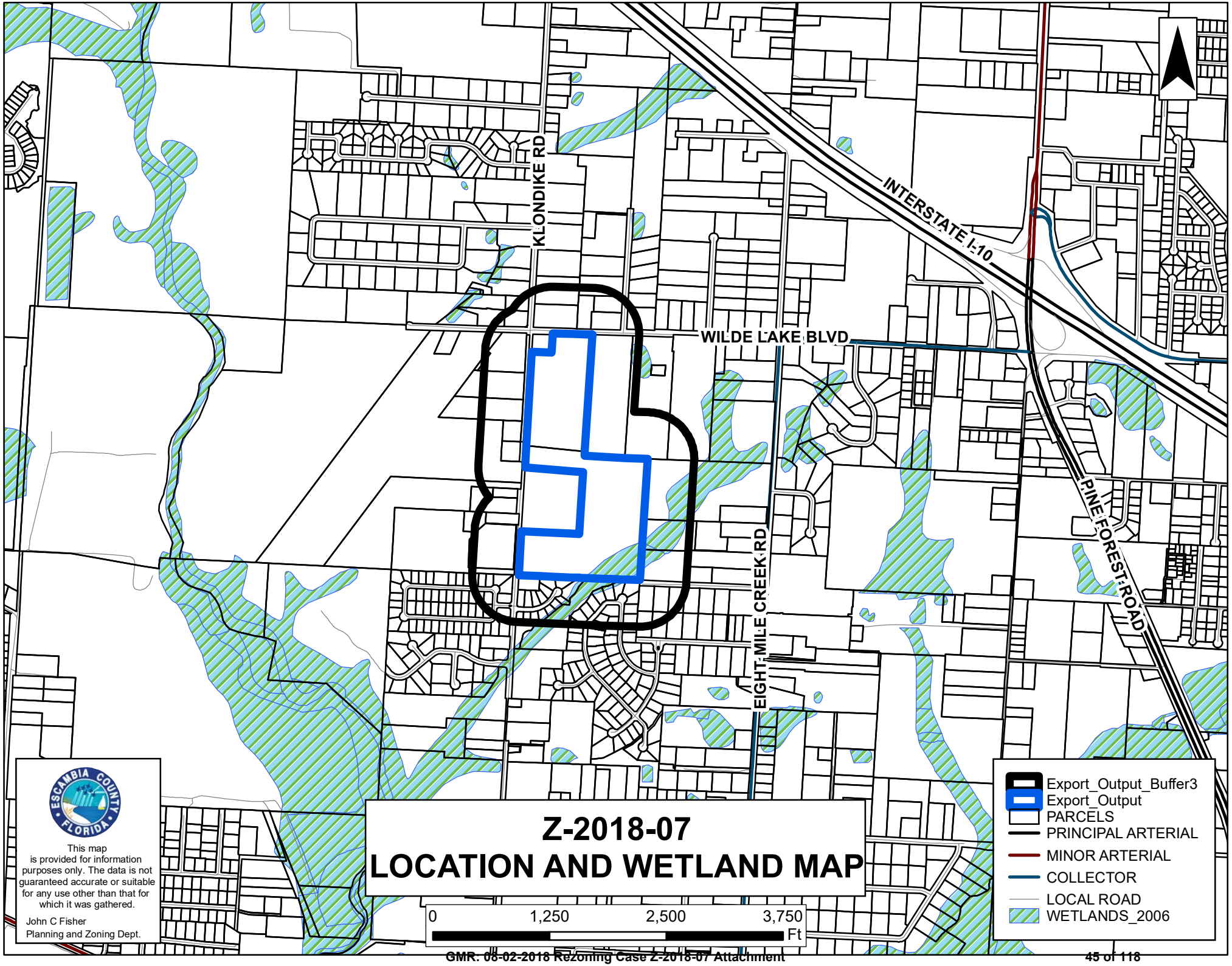
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.?

FINDINGS

The land uses or development conditions within the area surrounding the properties **have not** changed. The development within the area has remained low to mid-density residential. As the two parcels are proposed for rezoning to MDR, the potential uses, densities and intensities allowed by that district would be compatible with the existing surrounding development patterns. The proposed amendment would not create or contribute to urban sprawl.

Attachments

Working Case File


KLONDIKE RD
INTERSTATE I-10
WILDE LAKE BLVD
EIGHT MILE CREEK RD
PINE FOREST ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2018-07
LOCATION AND WETLAND MAP
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MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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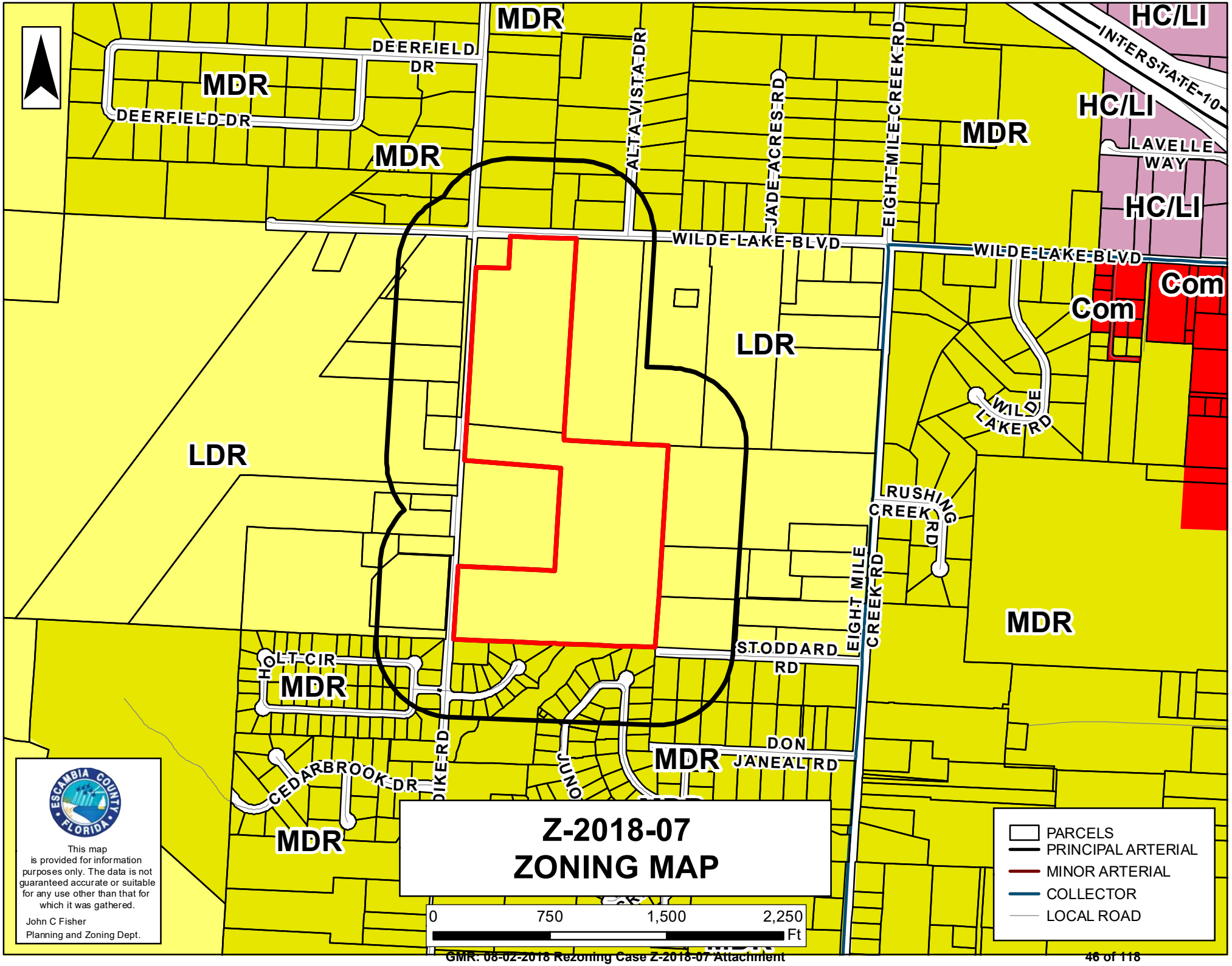
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MDR
DEERFIELD DR
MDR
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EIGHT MILE CREEK RD
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HC/LI
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EIGHT MILE CREEK RD
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COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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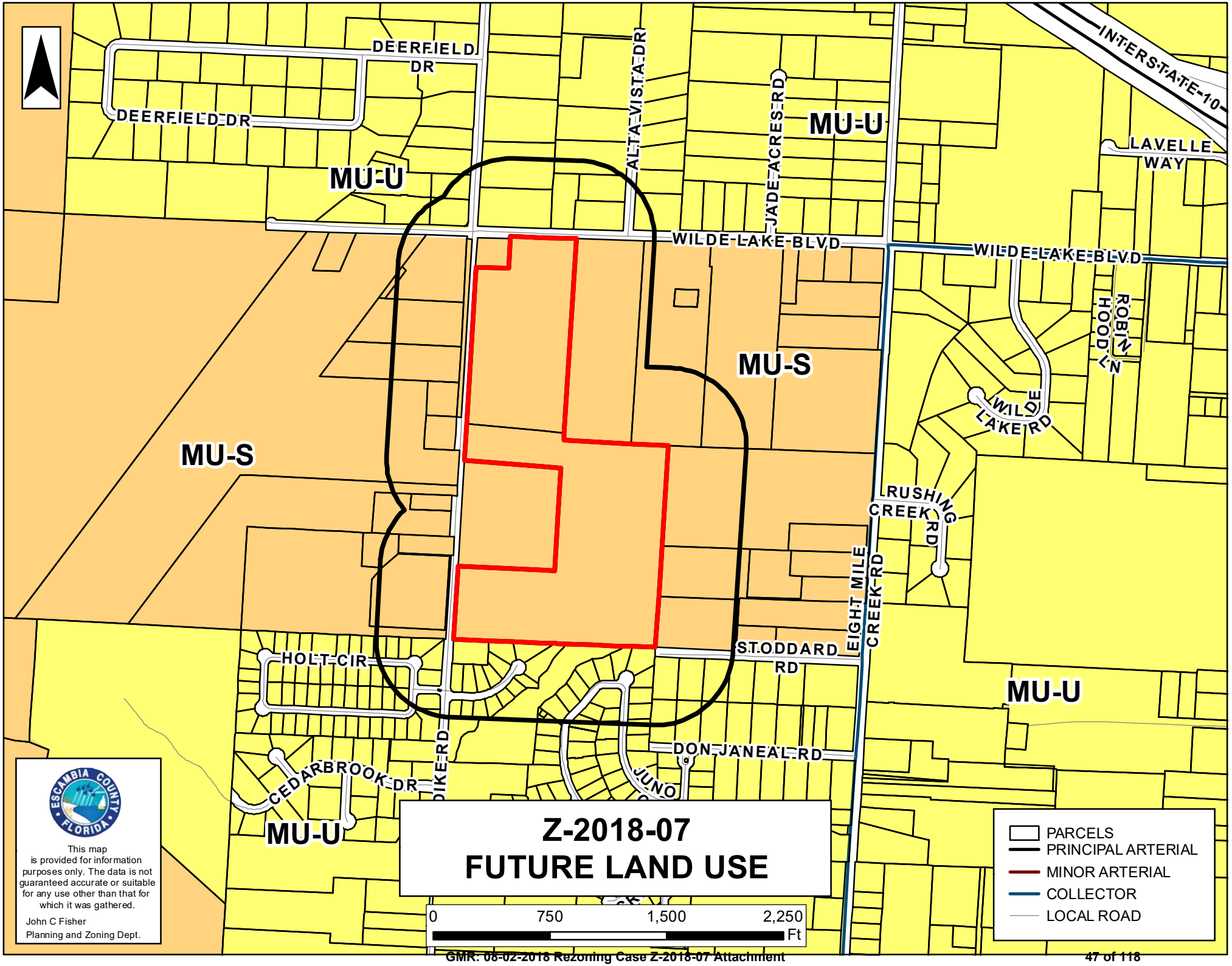
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DEERFIELD DR
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JADE ACRES RD
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MU-U
MU-U
WILDE LAKE BLVD
WILDE LAKE BLVD
ROBIN HOOD LN
MU-S
MU-S
WILDE LAKE RD
RUSHING CREEK RD
EIGHT MILE CREEK RD
HOLT CIR
STODDARD RD
MU-U
DON JANEAL RD
CEDARBROOK DR
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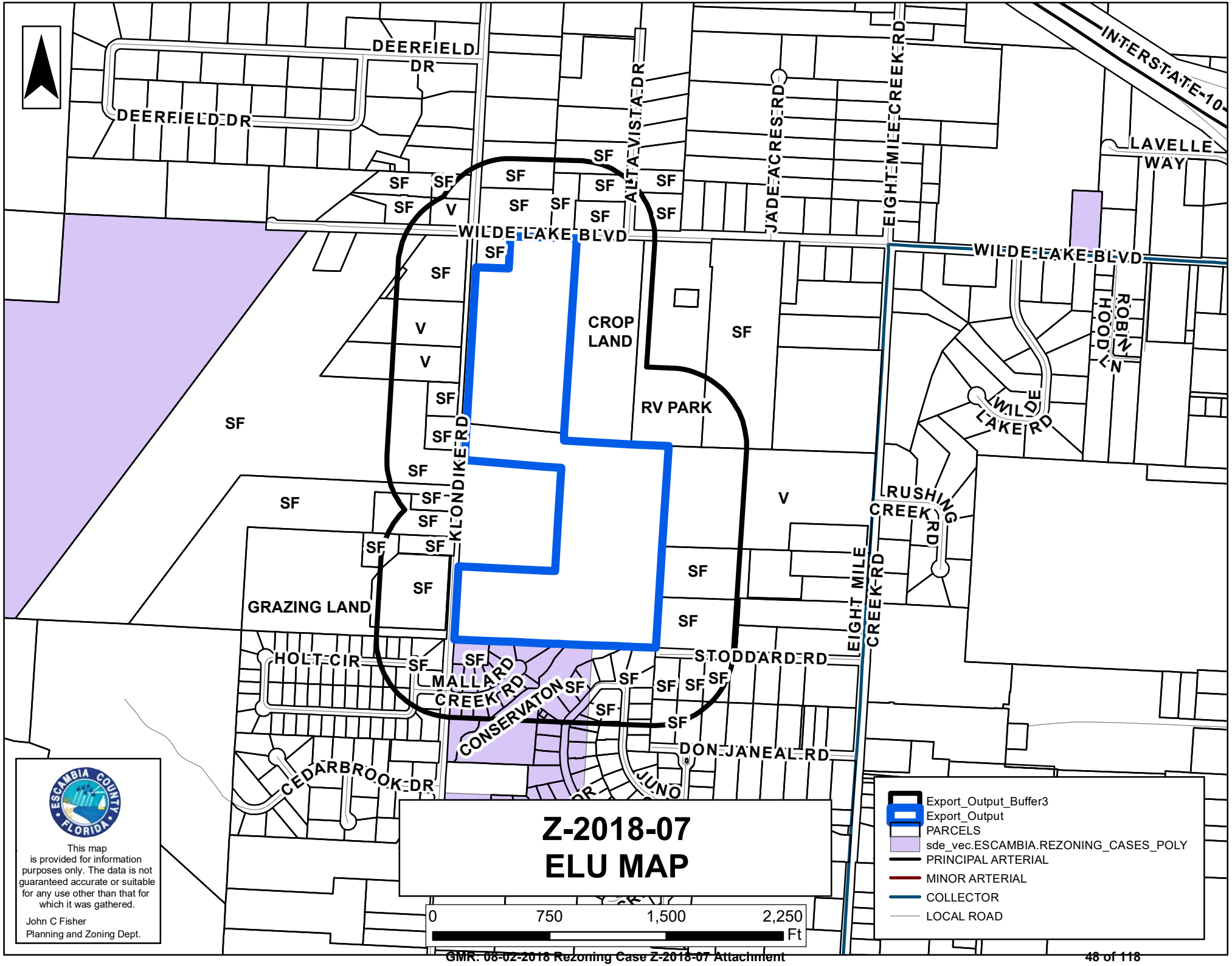
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EIGHT MILE CREEK RD
INTERSTATE-10
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WILDE LAKE BLVD
WILDE LAKE BLVD
ROBIN HOOD LN
WILDE LAKE RD
CROP LAND
RV PARK
KLONDIKE RD
RUSHING CREEK RD
EIGHT MILE CREEK RD
GRAZING LAND
HOLT CIR
MALLARD CREEK RD
CONSERVATON
STODDARD RD
DON JANEAL RD
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ESCAMBIA COUNTY FLORIDA
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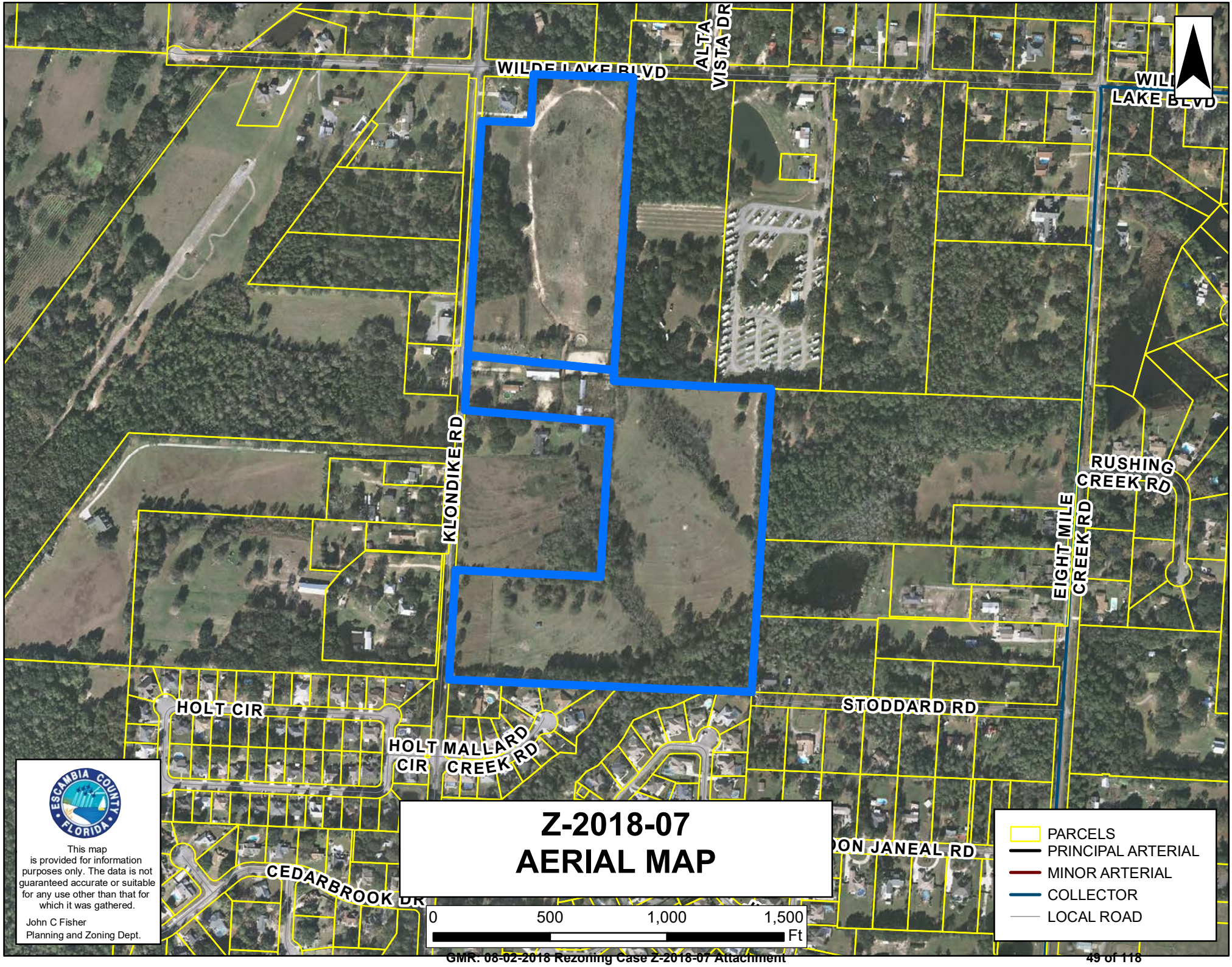
Planning and Zoning Dept.


WILDE LAKE BLVD
ALTA VISTA DR
KLONDIKE RD
RUSHING CREEK RD
EIGHT MILE CREEK RD
HOLT CIR
HOLT MALLARD CIR
CREEK RD
STODDARD RD
CEDARBROOK DR
ON JANEAL RD
Z-2018-07
AERIAL MAP
0 500 1,000 1,500 Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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John C Fisher
Planning and Zoning Dept.

Public Hearing Sign On Wild Lake Blvd.

Looking East Along Wild Lake Blvd.

Looking West Along Wild Lake Blvd.

Looking Onto The Subject Property at Wild Lake Blvd.

GMR: 08-02-2018 Rezoning Case Z-2018-07 Attachment

Public Hearing Sign On Klondike Road

Looking South On Klondike Road

Looking North On Klondike Road

Looking At The Subject Property on Klondike Road

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpagel@att.net

May 17, 2018
VIA HAND DELIVERY

Mr. Horace Jones, Director
Department of Growth Management
3363 West Park Avenue
Pensacola, Florida 32505

RE: **Rezoning Request LDR to MDR**
Parcels: **14-1S-31-2301-000-000 &**
14-1S-31-2301-001-001
Owner: **Dan L. Livingston.**
Address: **8300 Block Klondike Road**

Dear Mr. Jones:

The attached application requests Planning Board consideration to rezone the two adjacent properties referenced above from LD Low Density Residential to MDR Medium Density Residential. The property is located near the southeast corner of Wilde Lake Boulevard and Klondike Road. The property currently has MDR zoned property north and south and a RV park to the east. The request change is consistent with the Future Land Use classification of MU-S Mixed Use- Suburban.

Please contact me if you have any questions or require anything further. Thank you.

Very truly yours,

Wiley C."Buddy" Page

18041248 PPB

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2018- Accepted by: A. Cain PB Meeting: 7/3/18

1. **Contact Information:**

   A. **Property Owner/Applicant:** Dan L. Livingston

   Mailing Address: PO Box 12314 Pensacola, FL 32591

   Business Phone: _____ Cell: 850-232-9853

   Email: _____

   B. **Authorized Agent (if applicable):** Wiley C."Buddy" Page

   Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

   Business Phone: _____ Cell: 850-232-9853

   Email: budpage1@att.net

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 8300 Blk Klondike Road near Wilde Lake Blvd.

   Parcel ID (s): 14-1S-31 2301 000-000 & 14-1S-31-2301-001-001

   B. Total acreage of the subject property: 46.26

   C. Existing Zoning: LDR

   Proposed Zoning: MDR; explain why necessary and/or appropriate

   Owner's development plan requires higher density similar to that found on adjacent properties located north and south of the subject property.

   FLU Category: MU-S

D. Is the subject property developed (if yes, explain): _____
Vacant land with sanitary sewer tie-in located south of site on Klondike Road.

E. Sanitary Sewer: X Septic: _____

3. **Amendment Request**

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

The property is classified as MU-S Mixed Use Surburban on the Future Land Use Map. Allowed zoning districts under this MU-S category include MDR Medium Density Residential which is the zoning category being requested by the owner. This listing, then indicates consistency with the Comprehensive Plan.

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

The proposed is consistent with the purpose and intent of the Land Development Code. Sec. 3-2.7 states the primary intent of this district "is to provide for residential neighborhood development in an efficient urban pattern of well connected streets. and greater dwelling unit density that the Low Density Residential district". This request is consistent with this intent.

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

The site is surrounded by single family housing and a large RV park . The proposed use is the development of additional single family residential units at a density that is currently permitted on tracts of land located north and south of the applicants land. This similar zoning will result in a compatible development pattern.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

If granted, this request for MDR will be consistent and compatible with existing development patterns found in the area.

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

Over the past several years, three new subdivisions have been constructed adjacent and southwest of the subject property. With arrival of the Navy Federal Credit Union on 9 Mile Road, the area is experiencing a greater focal point for residential development opportunities. If adjacent growth patterns tie into to Klondike Road, even more rapid residential developemnt can be anticipated.

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 14-1S-31-2301-000-000 &14-1S-31-2301-001-001

Property Address: 8300 Blk Klondike Road

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

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

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

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

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 2 DAY OF March, YEAR OF 2018.

Signature of Property Owner	Printed Name of Property Owner	Date
Dan L Livingston	Dan L. Livingston, Trustee	3-2-18

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 8300 Blk Klondike Road Pensacola, FL 32514, Florida, property reference number(s) 14-1S-31-2301-000-000 &14-1S-31-2301-001-001 I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this _____day of_____ the year of,_____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C."Buddy" Page Email: budpage1@att.net

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

Dan L Livingston	Dan L. Livingston, Trustee	3-2-18
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 2 day of March 20 18, by Dan Livingston.

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: FL DL

	Kristen Radcliffe
Signature of Notary	Printed Name of Notary

(Notary Seal)

KRISTEN NICOLE RADCLIFFE
Notary Public - State of Florida
Commission # GG 118171
My Comm. Expires Jul 2, 2021

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

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

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

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Dan L. Livingston, Trustee Printed Name Owner/Agent	3-2-18 Date
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Santa Rosa The foregoing instrument was acknowledged before me this 2 day of March 20 18, by Dan Livingston.

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: FIDL

Signature of Notary — Printed Name of Notary: Kristen Radcliffe

(Notary Seal)

KRISTEN RADCLIFFE
Notary Public – State of Florida
Commission # GG 118171
My Comm. Expires Jul 2, 2021

Escambia County
Official Records Search

Home
Search
Support
Escambia County
Clerks Website
Log On

Back to Search/Results | My List | Print My List
Document: OR 3246 / 907 | Full Screen | View | Print

Page: 1 of 0
Go to Page: (1-0) Go

Height | Width | Zoom In | Zoom Out | 90 | -90

« Book/Page »

What's This?

Book Type
OFFICIAL RECORDS

3246/907 Go

Document Information

Add To List | Remove From List

Instrument #	1992990811
Book/Page	OR 3246 / 907
Record Date	09/30/1992 04:36:00 PM
Book Type	OR
Doc Type	DEEDS - CONTRACTS
Consideration	$0.00
Grantor	BUFFALO ROCK CO
Grantee	LIVINGSTON JENNIE M TR LIVINGSTON DAN L TR LIVINGSTON CHARLES E DEC LIVINGSTON C JUDSON TR
Doc Link	
LOT	
BLOCK	
Subdivision	
Section	
Township	
Range	
Unit	
Comments	VARIOUS PARCELS DEED
Notes	

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	141S312301001001
Account:	090718150
Owners:	LIVINGSTON DAN L LIVINGSTON C JUDSON LIVINGSTON JENNIE M CO TRUSTEES
Mail:	2726 ASHBURRY LANE CANTONMENT, FL 32533
Situs:	8300 BLK KLONDIKE RD 32526
Use Code:	CROPLAND CLASS I
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int/High):	BEULAH/WOODHAM/PINE FOREST
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	$59,262	$0	$59,262	$59,262
2016	$59,262	$0	$59,262	$59,262
2015	$59,262	$0	$59,262	$59,262

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/1992	3246	907	$349,400	WD	View Instr
10/1984	1978	648	$220,000	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

BEG AT NW COR OF SEC S 00 DEG 26 MIN 44 SEC E ALG W LI OF SEC 1243 FT TO POB CONT S 00 DEG 26 MIN 44 SEC E ALG W LI...

Extra Features

None

Parcel Information

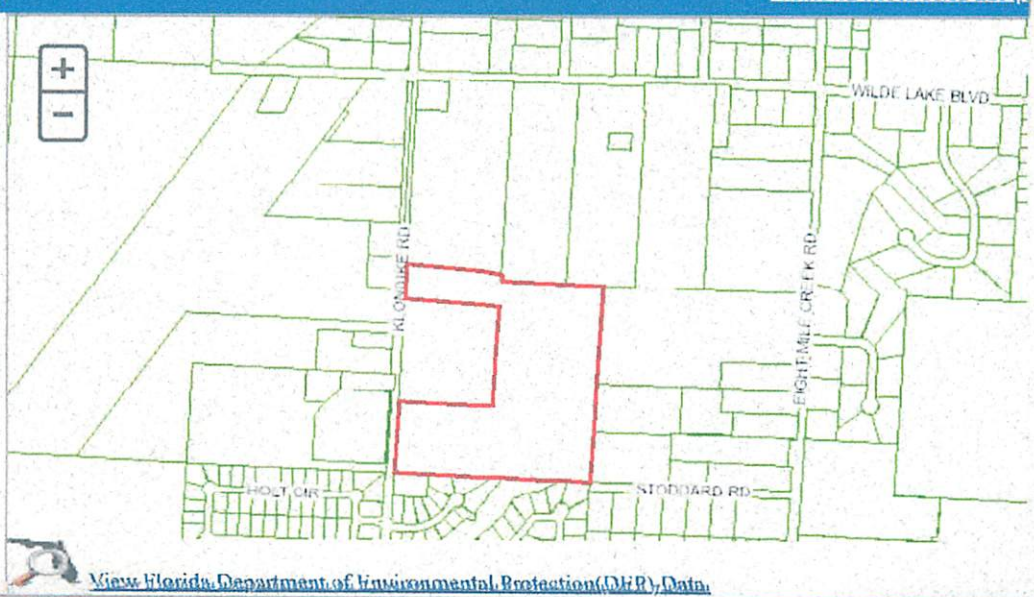
Launch Interactive Map

Section Map Id:
14-1S-31-1

Approx. Acreage:
30.7400

Zoned:
LDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection (DEP) Data

Buildings

Images

None

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	141S312301000000
Account:	090718000
Owners:	LIVINGSTON DAN L TRUSTEE MURPHY JENNIE LYNN TRUSTEE LIVINGSTON C JUDSON TRUSTEE FOR CHARLES E LIVINGSTON TR
Mail:	2726 ASHBURY LANE CANTONMENT, FL 32533
Situs:	8300 KLONDIKE RD 32526
Use Code:	GRAZING LAND I
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int/High):	BEULAH/WOODHAM/PINE FOREST
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	$2,151	$12,151	$14,302	$14,302
2016	$2,151	$12,151	$14,302	$14,302
2015	$2,151	$12,151	$14,302	$14,302

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/1999	4497	751	$100	QC	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

BEG AT NW COR OF SEC S 0 DEG 26 MIN 44 SEC E ALG W LI 243 FT TO POB CONT S 0 DEG 26 MIN 44 SEC E 1000 FT S 88 DEG 40...

Extra Features

BARN
MOBILE HOME

Parcel Information

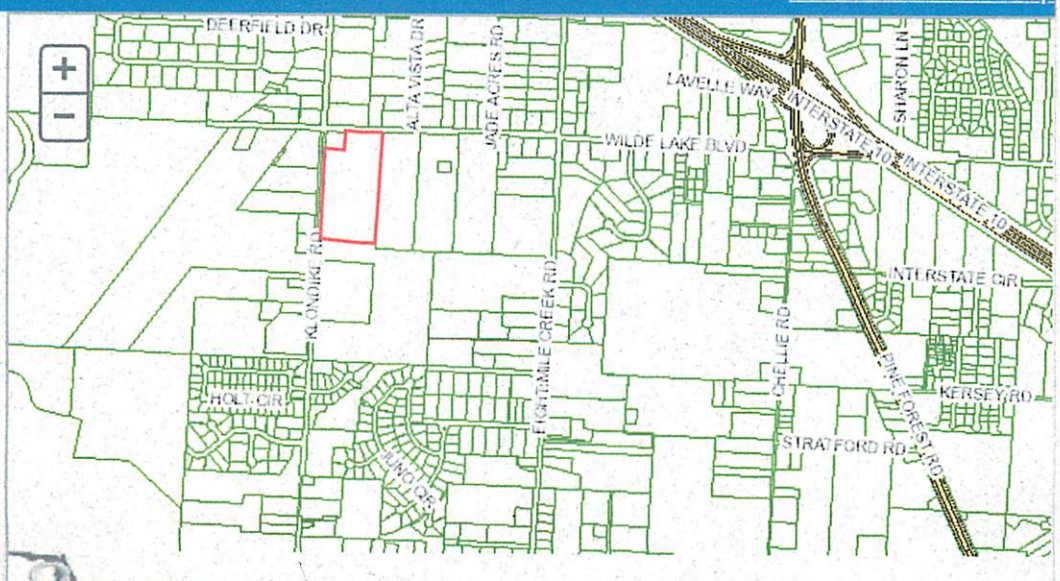
Launch Interactive Map

Section Map Id: 14-1S-31-1

Approx. Acreage: 15.5200

Zoned: LDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

OR BK 4497 PG0751
Escambia County, Florida
INSTRUMENT 99-685190

This instrument prepared by:
CHARLES C. SHERRILL
Post Office Box 12316
435 East Government Street
Pensacola, Florida 32581

File Number 16757-A
Recording Fee $10.50 +1.00
St. Stps. $ .70
Total: $11.20 / 2.20

DEED DOC STAMPS PD @ ESC CO $ 0.70
11/30/99 ERNIE LEE MAGAHA, CLERK
By:

STATE OF FLORIDA QUITCLAIM DEED
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, EDITH HERWIG, hereinafter referred to as "GRANTOR" (whether singular or plural), whose mailing address is 3574 South Pintail Drive, Jacksonville, Florida, for and in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, does remise, release and quitclaim to DAN L. LIVINGSTON, JENNIE LYNN MURPHY, AND C. JUDSON LIVINGSTON, AS CO-TRUSTEES OF THE CHARLES E. LIVINGSTON TRUST hereinafter referred to as "GRANTEE" (whether singular or plural), whose mailing address is Post Office Box 12314, Pensacola, Florida 32581, the heirs, personal representatives, successors and assigns of Grantee, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida:

A parcel of land in the Northwest quarter of Section 14, T-1-S, R-31-W, Escambia County, Florida, containing 17.9029 acres, more or less (including roads) and described as follows: Commence at the Northwest corner of the said Section 14; thence go S 00°26'44" E along the West line of the said Section 14 a distance of 243.00 feet to the Point of Beginning of this description; thence continue S 00°26'44" E and along the said Section line a distance of 1000.00 feet; thence go S 88°40'44" E a distance of 666.08 feet; thence go N 00°23'23" W a distance of 1274.74 feet to the North line of the aforesaid Section 14; thence go S 88°35'32" W along the North line of the said Section 14 a distance of 424.09 feet; thence go S 00°26'44" E a distance of 243.00 feet; thence S 88°35'32" W a distance of 243.00 feet to the Point of Beginning; less all that portion of the above described real property lying within the County maintained roadway on Klondike Road and Detroit Boulevard. [Nichol Survey #1035]

PROPERTY APPRAISER'S PARCEL IDENTIFICATION
NUMBER: 14-1S-31-2301-000-000

To have and to hold, unto the said Grantee, the heirs and assigns of Grantee, forever, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

OR BK 4497 PG0752
Escambia County, Florida
INSTRUMENT 99-685190

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this 8th day of November, 1999.

Signed, sealed and delivered in the presence of the following witnesses:

Thomas M. Donahoe
Printed name of above witness:

Edith Herwig
EDITH HERWIG

DONNA G. YODER
Printed name of above witness: Donna G. Yoder

STATE OF FLORIDA
COUNTY OF Escambia

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 8th **day of** November, **1999, by EDITH HERWIG, who is personally known to me or who has produced** N/A **(type of identification, but where this blank is unfilled or where this blank contains "N/A", reliance has been made on personal knowledge) as the identification and who did (did not) take an oath.**

Signature of person taking acknowledgment:
Name of person taking acknowledgment:
(typed, printed, or stamped)

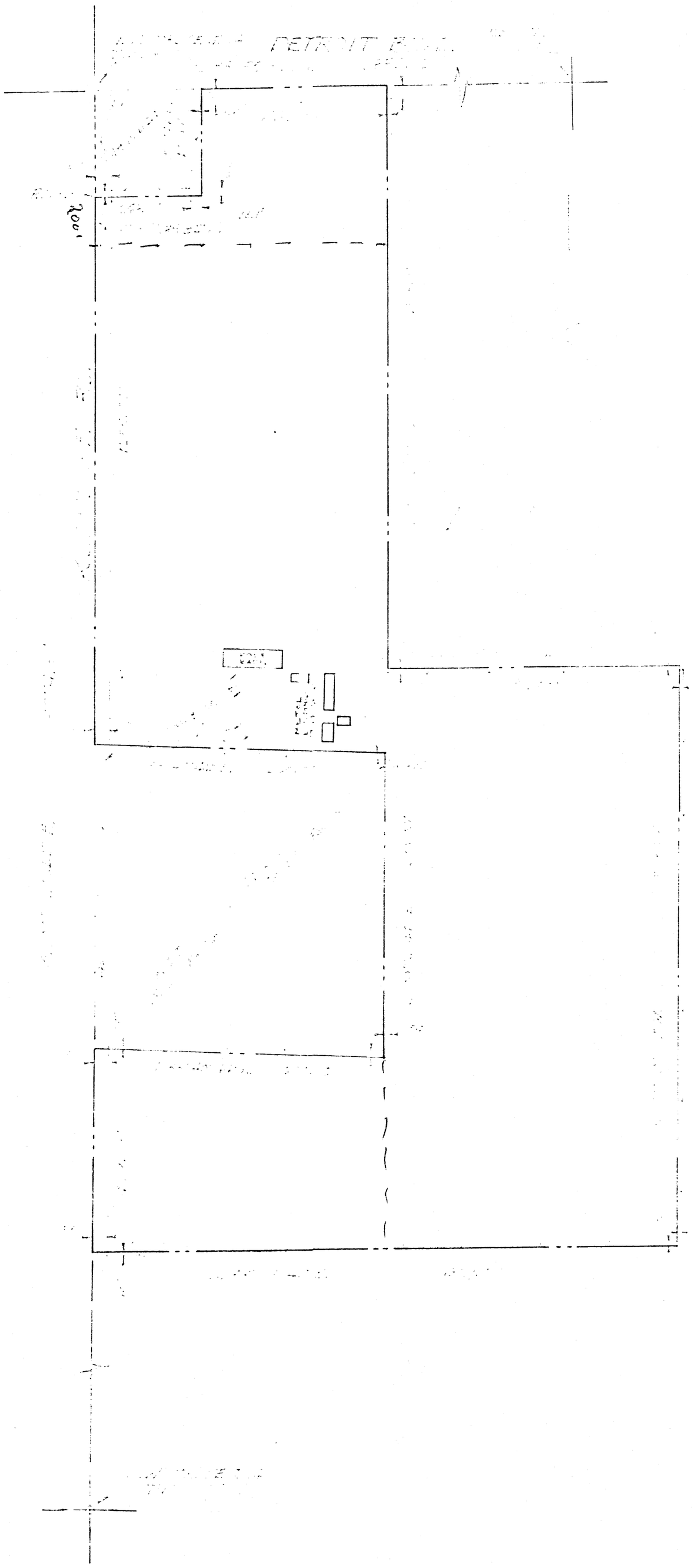
Donna G. Yoder
NOTARY PUBLIC
Date of Commission Expiration: _____

DONNA G. YODER
MY COMMISSION # CC 744689
EXPIRES: May 21, 2002
Bonded Thru Notary Public Underwriters

(wptxt\livingston\jennie\quitclaim.ded)

RCD Nov 30, 1999 12:14 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-685190



A parcel of land in the Northwest ¼ of Section 14, T-1-S, R-31-W, Escambia County, Florida, containing 48.64 acres more or less (including roads), and described as follows: Commence at the Northwest corner of the said Section; thence go S 00°26'44" E along the West line of the said Section a distance of 243.00 feet to the Point of Beginning of this description; thence continue S 00°26'44" E along the West line of the said Section a distance of 1235.00 feet; thence deflecting 88°14' left, go S 88°40'44" E a distance of 660.00 feet; thence deflecting 88°14' to the right, go S 00°26'44" E a distance of 690.00 feet; thence deflecting 91°46' to the right go N 88°40'44" W a distance of 660.00 feet to the West line of the said Section; thence go S 00°26'44" E along the West line of the said Section a distance of 469.18 feet to the Southwest corner of the Northwest ¼ of the said Section; thence go N 88°38'41" E along the South line of the Northwest ¼ a distance of 1329.03 feet to the Southeast corner of the Southwest ¼ of the Northwest ¼; thence go N 00°20'02" W along the East line of the Southwest ¼ of the Northwest ¼ a distance of 1319.24 feet to the Southeast corner of the Northwest ¼ of the Northwest ¼; thence go S 88°37'06" W along the South line of the Northwest ¼ of the Northwest ¼ a distance of 665.80 feet to the Southeast corner of the West ½ of the Northwest ¼ of the Northwest ¼; thence go N 00°23'23" W along the East line of the West ½ of the Northwest ¼ of the Northwest ¼ a distance of 1318.92 feet to the North line of the said Section; thence go S 88°35'32" W along the North line of the said Section a distance of 424.09 feet; thence go S 00°26'44" E a distance of 243.00 feet; thence go S 88°35'32" W a distance of 243.00 feet to the Point of Beginning; LESS all that portion of the above described real property lying within Detroit Boulevard and Klondike Road as currently maintained by Escambia County, Florida.

DRAWN: E.B.N.	LIVINGSTON'S PROPERTY IN NORTHWEST ¼ OF SECTION 14, T-1-S, R-31-W, ESCAMBIA CO.	DATE: JULY 1985
FB. 163 PG. 15		ORDER NO. 85-316
SCALE 1"= 200'	REG FLORIDA SURVEYOR # 1035	SHEET: 1 OF 1

NICHOL ENGINEERING ASSOCIATES INC.
409 W. GARDEN STREET, PENSACOLA, FLA.

True Copy of Original 5/23/18 AC

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

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

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

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

DATE: **June 26, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-07**

TTO Staff has reviewed the Rezoning Case (Z)-2018-07, 800 block of Klondike Road, agenda item for the Planning Board meeting scheduled for July 10, 2018. Please see the below comments.

Currently, there are no ongoing or programmed projects on Klondike in the County's Capital Improvements Program. Likewise, there are no ongoing or programmed projects on FDOT's Work Program. Recently, however, the county began exploring an expansion (two 12-foot travel lanes with 4-foot paved shoulders) of Klondike Road and Wilde Lake Boulevard. The project would be constructed in three phases: Phase I, Klondike Road from Wilde Lake Boulevard to the Pathstone development; Phase II, Wilde Lake Boulevard from Klondike Road to Pine Forest Road; and Phase III, Klondike Road from Wilde Lake Boulevard south to Mobile Highway. In addition, FDOT indicated that signalization of the intersection of Mobile Highway and Klondike Road will be programed, in the near term.

Klondike Road is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes. Per the Florida-Alabama TPO's Congestion Management Process Plan, Mobile Highway is classified as a Minor Arterial. The

maximum level-of-service (LOS) for this roadway segment is LOS D (17,700 trips/day), and as of year 2017, this roadway segment had 12,600 daily vehicles.

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

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

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: 7-10

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace

Email Address: budpage1@att.net Phone: 232-9853

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

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7 10 18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2018-07 **OR**

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Clyde C White

*Address: 2075 JUNO CR *City, State, Zip: PENSACOLA FL 32526

Email Address: Clyde.Mekutz.White@GMAIL.COM Phone: 850-748 5406

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.

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01/2016

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 10, 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Rebecca Fiorello

*Address: 3312 Holt Circle *City, State, Zip: Pensacola, Fla 32526

Email Address: Rwfiorello@bellsouth.net Phone: 561-818-6858

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.

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

7 Pictures Submitted

Please Print Clearly

Meeting Date: 7/10/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2018-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: JOHN KEITH across the street

*Address: 3204 WILDE LAKE BLVD City, State, Zip: PENSACOLA, FL. 32526

Email Address: JKEITH55@COX.NET Phone: 850-944-1628

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.

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ESCAMBIA COUNTY, FLORIDA

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

42 years resident
Septic Tanks ??

Please Print Clearly

Meeting Date: 7/10/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ___V___ Against

*Name: Diane Keith

*Address: 3204 Wilde Lake Blvd *City, State, Zip: Pensacola, FL

Email Address: dkeith55@cox.net Phone: 944-1628 332576

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

Please indicate if you:
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-10-18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-07 **Agenda Item Number/Description:**

_____ In Favor _____ Against

*Name: Robert Fiorello

*Address: 3312 Holt Circle *City, State, Zip: P. Cola Fla 32526

Email Address: rwFiorello@bellsouth.net Phone: (561) 379-4287

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.

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01/2016

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-10-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: JOHN COE

*Address: 3210 WILDE LAKE BLVD *City, State, Zip: PNS FL 32526

Email Address: JCOEII@COEANDCOE.COM Phone: 850 221-2788

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.*

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 10-2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Larry Dawes Jr.

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

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

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Please Print Clearly

Meeting Date: 10/04/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z018-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: GARY W BATCHELOR

*Address: 4657 Deerfield Dr *City, State, Zip: Pensa 32526

Email Address: gbatchelor@bellsouth.net Phone: _____

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

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-10-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor X Against

*Name: WANDA Sue Cohoon

*Address: 849 ALTA VISTA DR *City, State, Zip: PENSACOLA, FL 32526

Email Address: Cohoond@Cox.Net Phone: 850-324-5922

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

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-10-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Wendell Williams

*Address: 3171 Wilde Lake Blvd *City, State, Zip: Pensacola, FL 32526

Email Address: [redacted] Phone: 850-377-7843

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-10-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: KRISTI COE

*Address: 3210 WILDE LAKE BLVD *City, State, Zip: PENSACOLA FL 32526

Email Address: kristicoe@cox.net Phone: 850-944-3210

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8-10-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Ethan Mann

*Address: 8512 Alta Vista Dr *City, State, Zip: Pensacola, FL 32526

Email Address: ethanmannsadjuster@gmail.com Phone: 850 417 3547

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

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 10TH 2018

Rezoning Quasi-judicial Hearing **OR** **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-07 **Agenda Item Number/Description:** _____

_____ In Favor X Against

*Name: Robert Seely

*Address: 8030 Mobile Hwy *City, State, Zip: 32526

Email Address: — Phone: 850-723-5562

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

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 07-10-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor ✓ Against

*Name: Howard Grimes

*Address: 5947 Tanglewood Dr *City, State, Zip: Milton, Fl 32570

Email Address: howardgrimes1982@yahoo.com Phone: 850-748-3267

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign Daughter Klondike Resident

Please indicate if you:

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Hearsay evidence
1 Letters into evidence

Please Print Clearly

Meeting Date: 7/10/18

Rezoning Quasi-judicial Hearing **OR** **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-07 **Agenda Item Number/Description:** rezoning request

_____ In Favor ___✓___ Against

*Name: Tracy Bellamy - Pony Parties of Pensacola

*Address: 7810 Klondike *City, State, Zip: Pens. FL. 32526

Email Address: tracybellamy.ponyparties@gmail.com Phone: 850-944-PONY

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

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-10-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: JAMES MILLER

*Address: 4607 PEBBLE CREEK DR *City, State, Zip: 32526

Email Address: GINGER777@COX.NET Phone: 702-526-6982

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

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Speaker Request Form

Please Print Clearly

Meeting Date: 7-10

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Debra Donnalley

*Address: 4657 Deerfield Dr *City, State, Zip: Pensacola, Fl

Email Address: ddonnalley@bellsouth.net Phone: 850-255-6200

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

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-10-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Tracy Grepke

*Address: 8455 Alta Vista Dr. *City, State, Zip: Pensacola, FL. 32526

Email Address: 2tgrepke@besouth.net Phone: (850) 944-2858

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

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

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Speaker Request Form

Please Print Clearly

Meeting Date: 7-10-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Michelle Sauls

*Address: 2087 Juno Cir *City, State, Zip: Pensacola

Email Address: saulsl92@AOL.COM Phone: 850-944-8612

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: July 10, 2018

Rezoning Quasi-judicial Hearing **OR** **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-07 **Agenda Item Number/Description:**

_____ In Favor X Against

*Name: Jackie Mann

*Address: 8500 Alta Vista Dr. *City, State, Zip: Pensacola FL

Email Address: jackieyaya@cox.net Phone: 944 0176

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

Please indicate if you:

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Speaker Request Form

Please Print Clearly

Meeting Date: 7/10/2018

Rezoning Quasi-judicial Hearing **OR** **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-7 **Agenda Item Number/Description:**

_____ In Favor X Against

*Name: Fredrick + ~~Barbara~~ Friedl (Both to speak)

*Address: 4635 Deerfield Dr *City, State, Zip: Pensacola, FL 32526

Email Address: fmfriedl@cox.net Phone: 850.776-2512

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.

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 7-10-2018

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-07 **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: Marilyn W. Bridges

*Address: 7816 Eight Mile Creek Rd *City, State, Zip: Pensacola 32526

Email Address: marilynwbridges@gmail.com Phone: 256-706-9170

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 10, 2018

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: NEIL RICHARDS

*Address: 4430 YOUPON RD *City, State, Zip: Pensacola, FL, 32526

Email Address: abcarr@yahoo.com Phone: 850-232-5625

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

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/10/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Frank Wilson

*Address: 3336 Holt Cir *City, State, Zip: Pensacola FL 32526

Email Address: _____ Phone: _____

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ESCAMBIA COUNTY, FLORIDA

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

submitted pictures Exhibit A
Toni Dunn

Please Print Clearly

Meeting Date: 7-10-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ~~Against~~

*Name: Toni Dunn

*Address: P.O. Box 17801 *City, State, Zip: Pen. FL 32522

Email Address: tonidunn10@yahoo.com Phone: _____

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.
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01/2016

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 7/10/2018

Rezoning Quasi-judicial Hearing **OR** **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-07 **Agenda Item Number/Description:** _____

_____ In Favor ✓ Against

*Name: Kathleen McBride

*Address: 4613 Pebble Creek Dr. *City, State, Zip: Pensacola, FL 32526

Email Address: gnanna5230@gmail.com Phone: _____

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/10/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-07

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: ANN ARNOLD

*Address: 4766 Mallard Creek *City, State, Zip: Pen FL 32526

Email Address: caddiequeen1@aol.com Phone: 723-1727

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

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

DID NOT SPEAK

Please Print Clearly

Meeting Date: 10 July 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-~~07~~07

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X (Against)

*Name: Connie & Alan Roddy

*Address: 8900 Klondike Rd *City, State, Zip: P'cola, FL 32526

Email Address: alroddy@aol.com Phone: _____

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

Please indicate if you:

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

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01/2016

The Arc
Gateway

The Arc Gateway
3932 N. 10th Avenue
Pensacola, FL 32503

Pearl Nelson Child
Development Center
T 850 434-7755
F 850 469-0858
www.arc-gateway.org

Achieve with us.

Tracy Bellamy
Exhibit A

July 9, 2018

To whom it may concern:

Tracy Bellamy and her business, Pony Parties of Pensacola, have been wonderful partners of our organization for more than twenty years. Our organization provides services for young children with developmental delays and disabilities and each year we have a Fall Festival for the children and their families to attend. The importance of this event is that many of our children would be too overwhelmed by the sensory overload of attending such an event at a larger venue in the community. By having the festival on site at our center, we can cater to the needs of the children while also providing unique new experiences for them.

I have learned that the property used for the ponies is being considered for re-zoning and support Ms. Bellamey's request to have a small portion of the land preserved for use with the ponies. The pony rides end up being the highlight of our festival for children who otherwise might not have the opportunity for such an experience. The smiles on the faces of the children are unforgettable, but also seeing the faces of their parents who are so thankful for the chance to have their child participate in an activity that "other kids" get to enjoy. Tracey has such a gentle and patient manner that helps even the most protective parents feel comfortable with their child having a guided ride on the ponies.

We hope some of the land is preserved for this valuable community service so our children with special needs can continue to enjoy their first pony ride at our future festivals.

Sincerely,

MaryAnn Bickerstaff
Children's Services Director

Opening doors for children and adults with intellectual and developmental disabilities since 1954.

Tracy Bellamy
Exhibit A

Wildcat Officer Spouses Club

July 8, 2018

Pensacola, Florida

To Whom It May Concern,

The Wildcat OSC has been so grateful to Ms. Bellamy and Ponyland for providing her exceptional services for the past 20 years at all of our family holiday events. The ponies bring smiles and happiness to all of our children who are unable to spend holidays with their extended family and friends. We hope that she will be able to continue providing the love and support our families truly need during the time in which their family is serving our nation.

Please feel free to contact me with regard to Ms. Bellamy and Ponyland's services.

Sincerely,

Janna Mason

Wildcat OSC President

wildcatosc@gmail.com 850-377-4190

Tracy Bellamy
Exhibit A

4600 N. 9th Avenue
Pensacola, FL 32503
438-3805

July 6, 2018

Dear Escambia County Planning Board,

I am writing in support of Tracey Bellamy's request to purchase land. I am the director at St Paul Lutheran Preschool located at 4600 N. 9th Avenue in Pensacola. For the last twenty years our preschool has held " Western Day" for the children enrolled in the preschool and their siblings. Tracey and her ponies have attended and given many children their first pony ride! Tracey runs a safe, friendly business and her visit each spring has been anticipated by the children and teachers alike.

Tracey is soft spoken but is passionate about her life's work. She cannot just pick up and move easily and is only asking to purchase a small amount of the land. Everyone loves seeing animals in the pasture and this will be true for the new homeowners of the proposed development as well.

The campaign of children in the surrounding communities to collect "Quarters for the Ponies" allows their little voices to be heard. Please listen to Tracey and her request, then allow her to keep her livelihood and the ponies and horses their home. The children and families of the community will thank you.

Sincerely,

Monica Moore

Monica Moore
Director, St Paul Lutheran Preschool
mmmgood@cox.net
850-529-2119

Tracy Bellamy Exhibit A

Myrtle Grove United Methodist Church

1030 North 57th Avenue • Post Office Box 3225 • Pensacola, FL 32516
(850) 456-7463 • Fax: (850) 456-1897

Senior Pastor
Rev. V. Riley Richardson

Certified Lay Pastor
Patrick McBride

July 8, 2018

Re: Saving Pony Land

To whom it may concern,

Hello, my name is Amy Lee and I am the children's director at Myrtle Grove United Methodist Church. I am writing to you today in support of Ms. Tracy Bellamy and Pony Land. I am asking that you prayerfully reconsider rezoning a portion of the land for the horses. Ms. Bellamy has been a staple of our Heritage Sunday activities for almost 20 years. Our Pastor talks to the children about the circuit rider preachers of the past and about their travels on horseback to different communities. Ms. Bellamy and her horses come to our church every year and give children in our church and our surrounding community an opportunity to experience something many have never had the chance to before. Many of the children, and even adults, that come on that Sunday have unfortunately never seen, much less ridden on a horse. Ms. Bellamy teaches the children proper handling of the horses and they are able to ride on "Sunshine". She is gentle and patient, as are the horses. The children absolutely love when they come to our church and look forward to the event every year! We are asking as a church and community in the Myrtle Grove area to please reconsider rezoning the land, even if just a small portion, in favor of Pony Land. The children of our community have greatly benefitted from having such enriching and educational opportunities provided to them by Ms. Tracy Bellamy and her horses. They are an asset to our community and we feel that her voice and our voice should be heard in the plea to save Pony Land. I thank you so very much for your time and consideration in this matter. God Bless!

Sincerely,

Amy Lee

Amy Lee

Children's Director at Myrtle Grove UMC

Tracy Bellamy
Exhibit A

To Whom it may Concern.

We are writing to let you know how much Ms. Tracy & her horses have meant to us. She has been Coming to Myrtle Grove Methodist Church for along time & the Children love her & the horses. We hope you allow her to Keep for land for them.

Thank you.

The 3rd Hyroid Sunday School Class

Miss Joan
Miss April

Tracy Bellamy
Exhibit A

Dear County Commissioner,

As a voice for mGUM's 2nd and 3rd grade Sunday School, we were saddened to hear that there is a possibility they may have to close Ponyland. Heritage Sunday is a wonderful ministry and mrs. Bellamy and her horses have been a vital part of this ministry for many many years. We prayerfully ask that you consider her request to Keep at least 5% of the proposed land for the horses she so lovingly cares for and uses for a meaningful ministry for our children.

Thank You,

Mrs. Melissa
and all 2nd + 3rd class

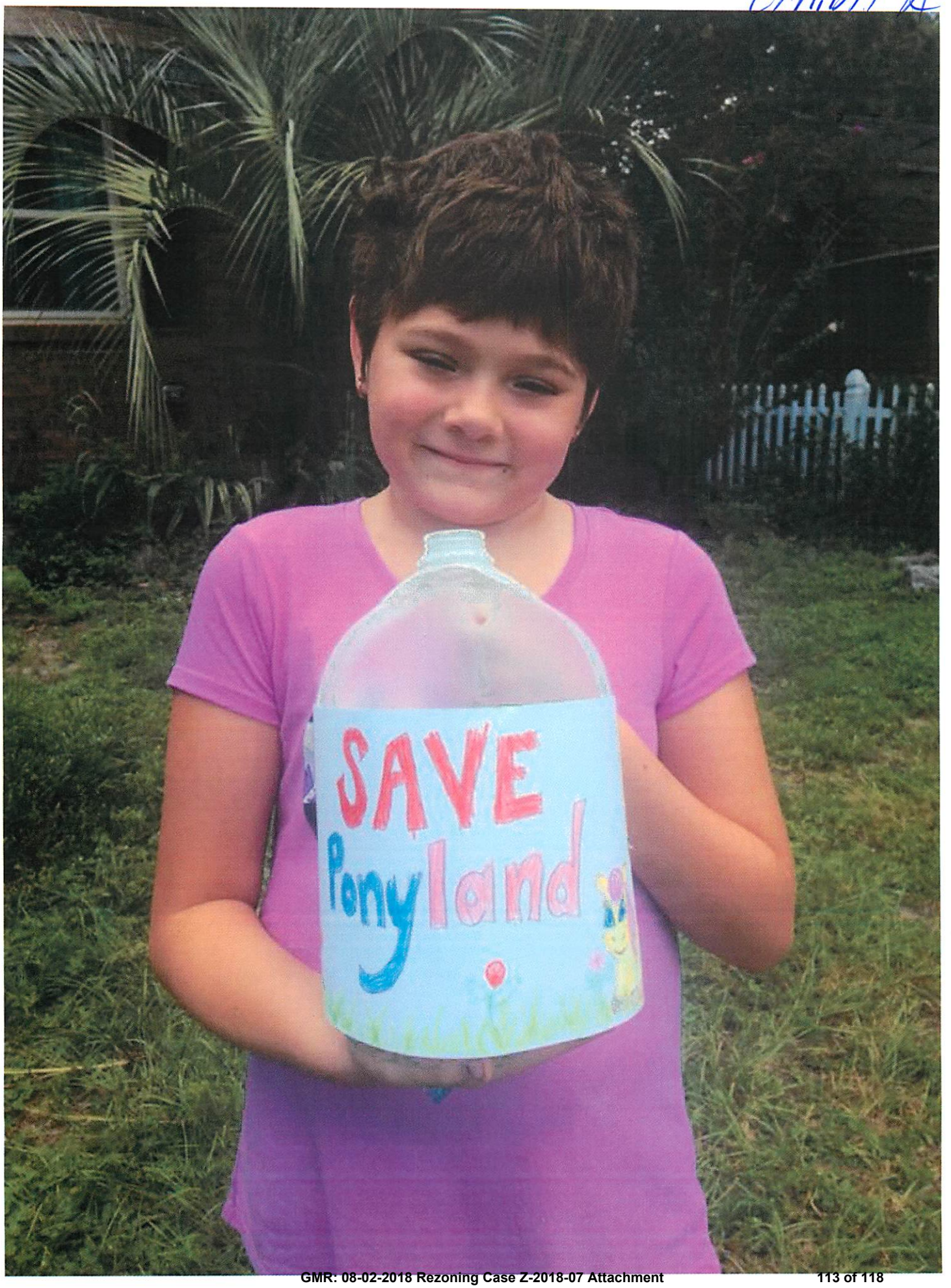
Trudy Bellamy
Exhibit A

Pony Parties has been a part of the Knowledge Kollege family for over 20 years. We don't go on field trips, so having Pony Parties come to us is huge. Tracy has been so kind and the kids and parents LOVE "Pony Day". We would hate for them to lose their land and not be able to share the joy with our school as they have over the years.

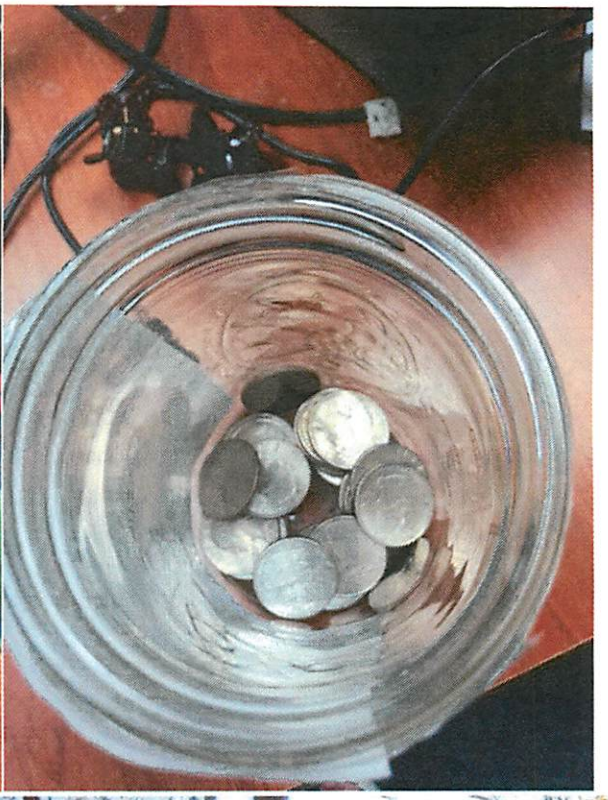
Thank You,

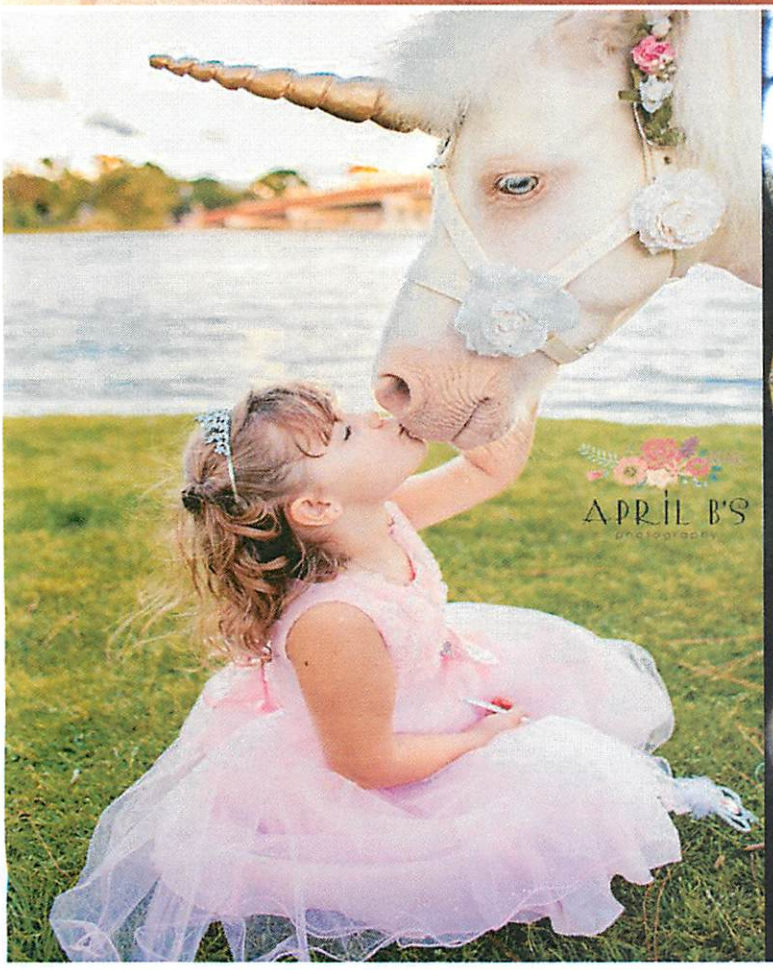
Knowledge Kollege

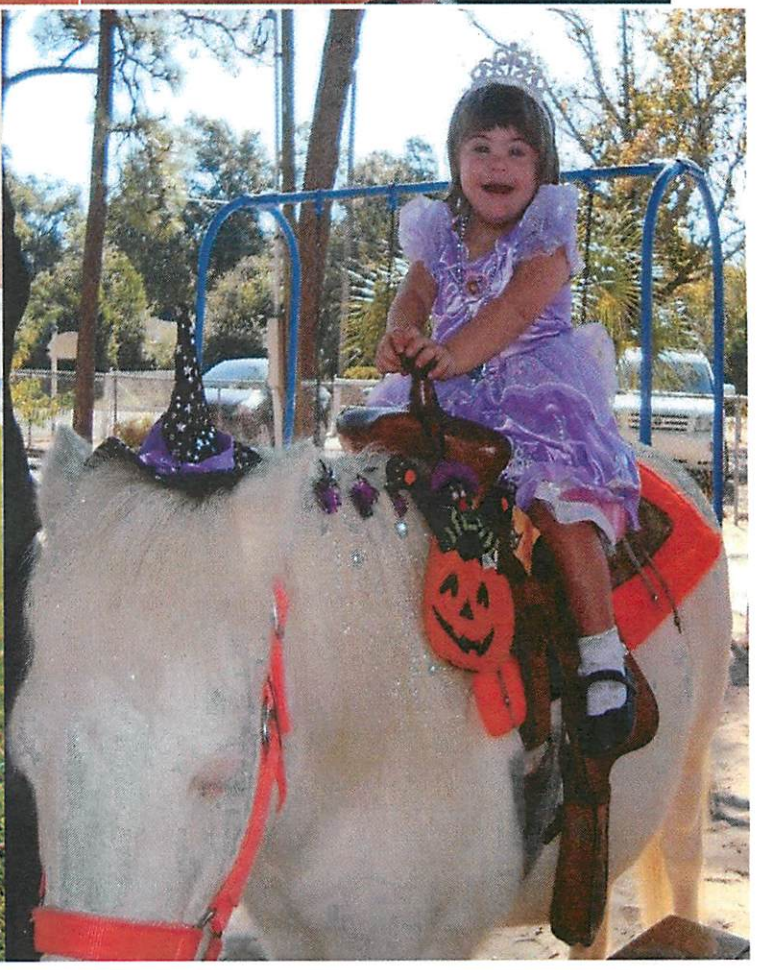
THE MAGIC AND INNOCENCE OF THIS..... Toni Dunn Exhibit A

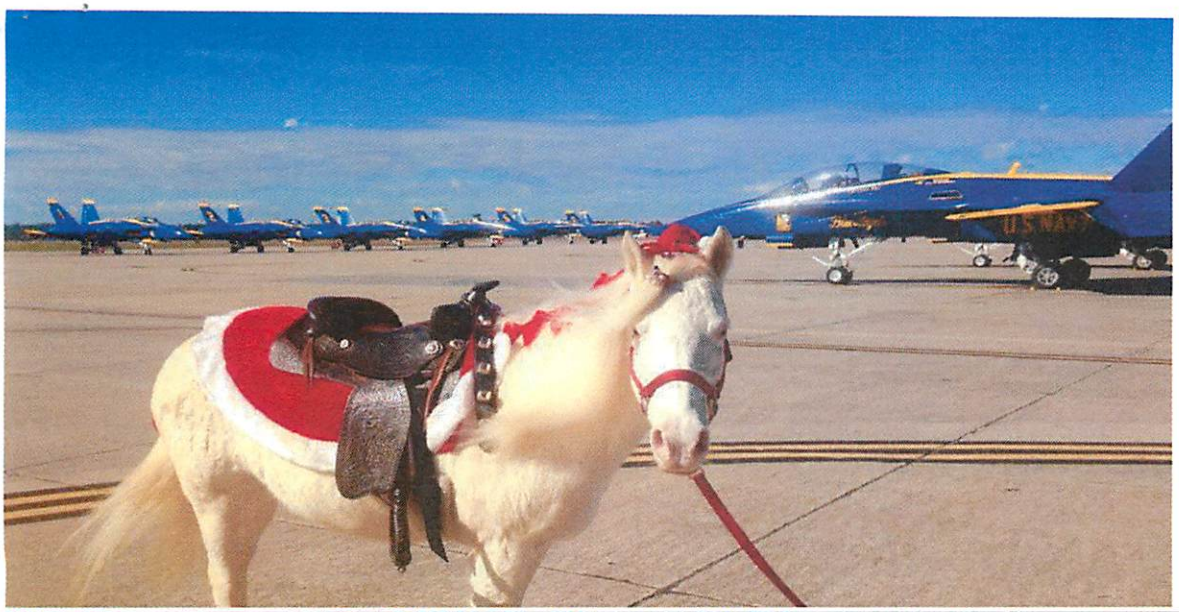


Kids NEED "Dreams" of Unicorns & Smiles!

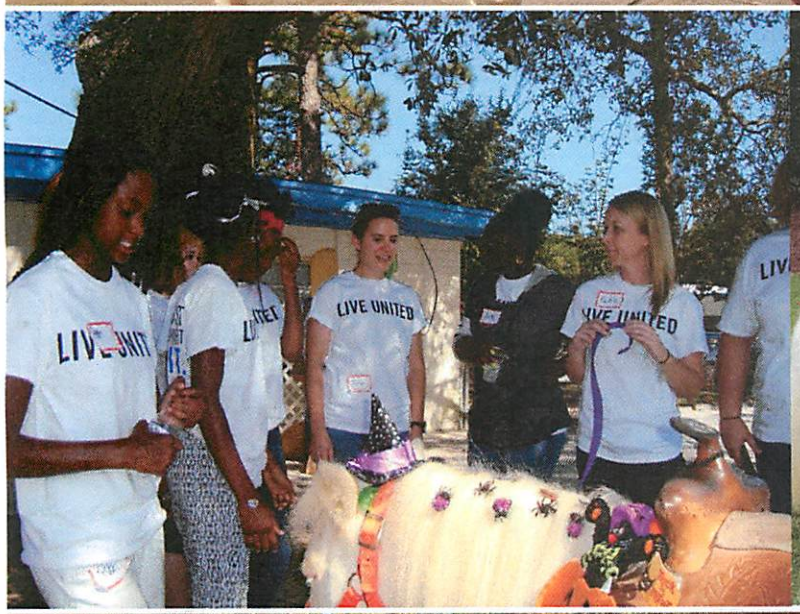


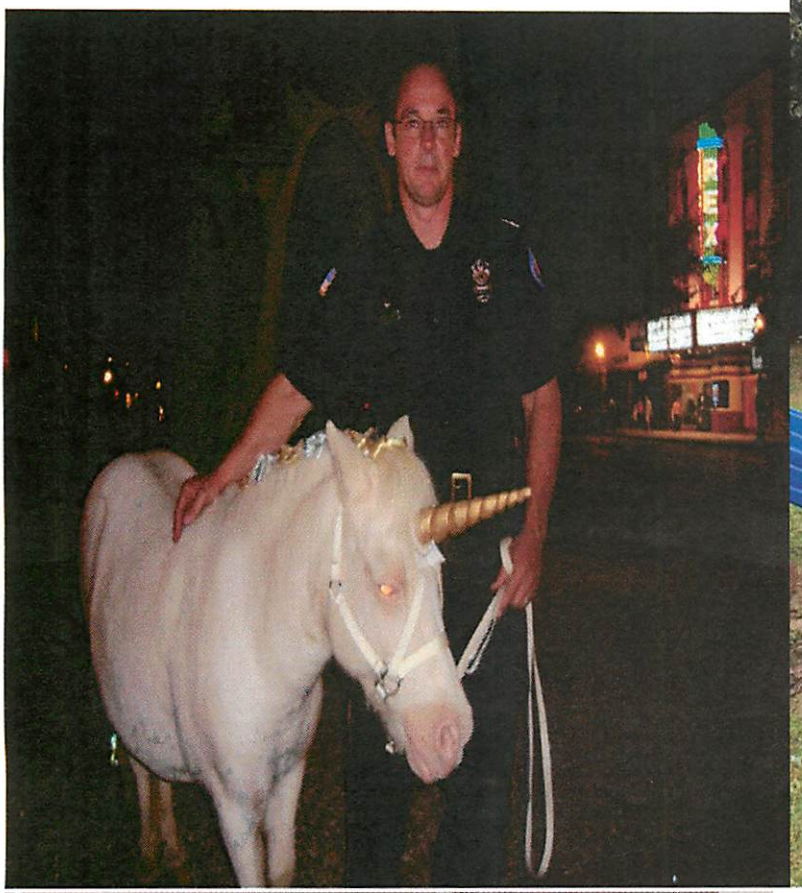


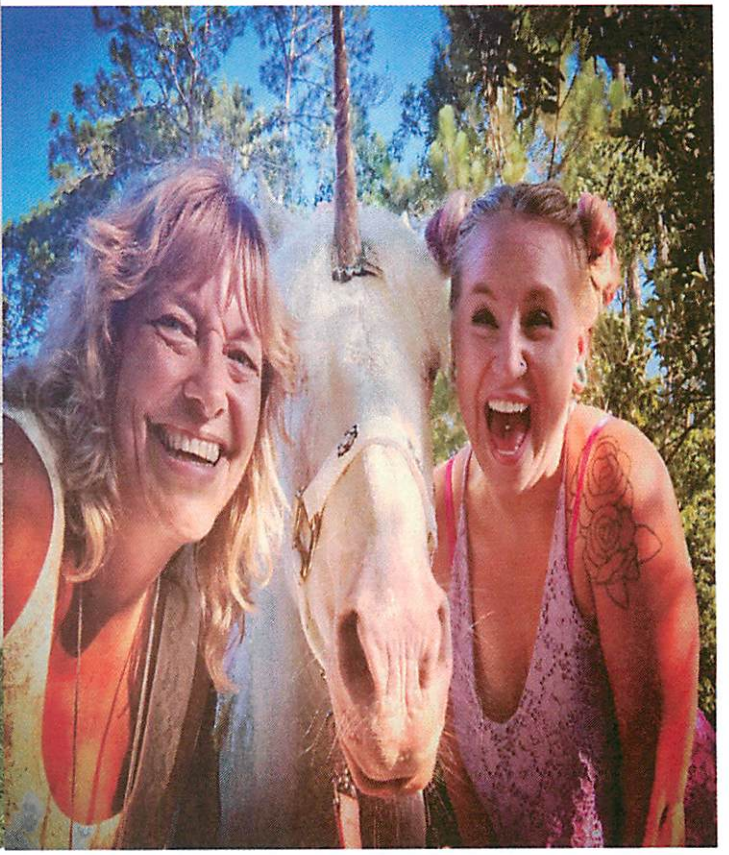




Even the "Blues" Love the Horses!







PONY
Parties
944-PONY

PONY
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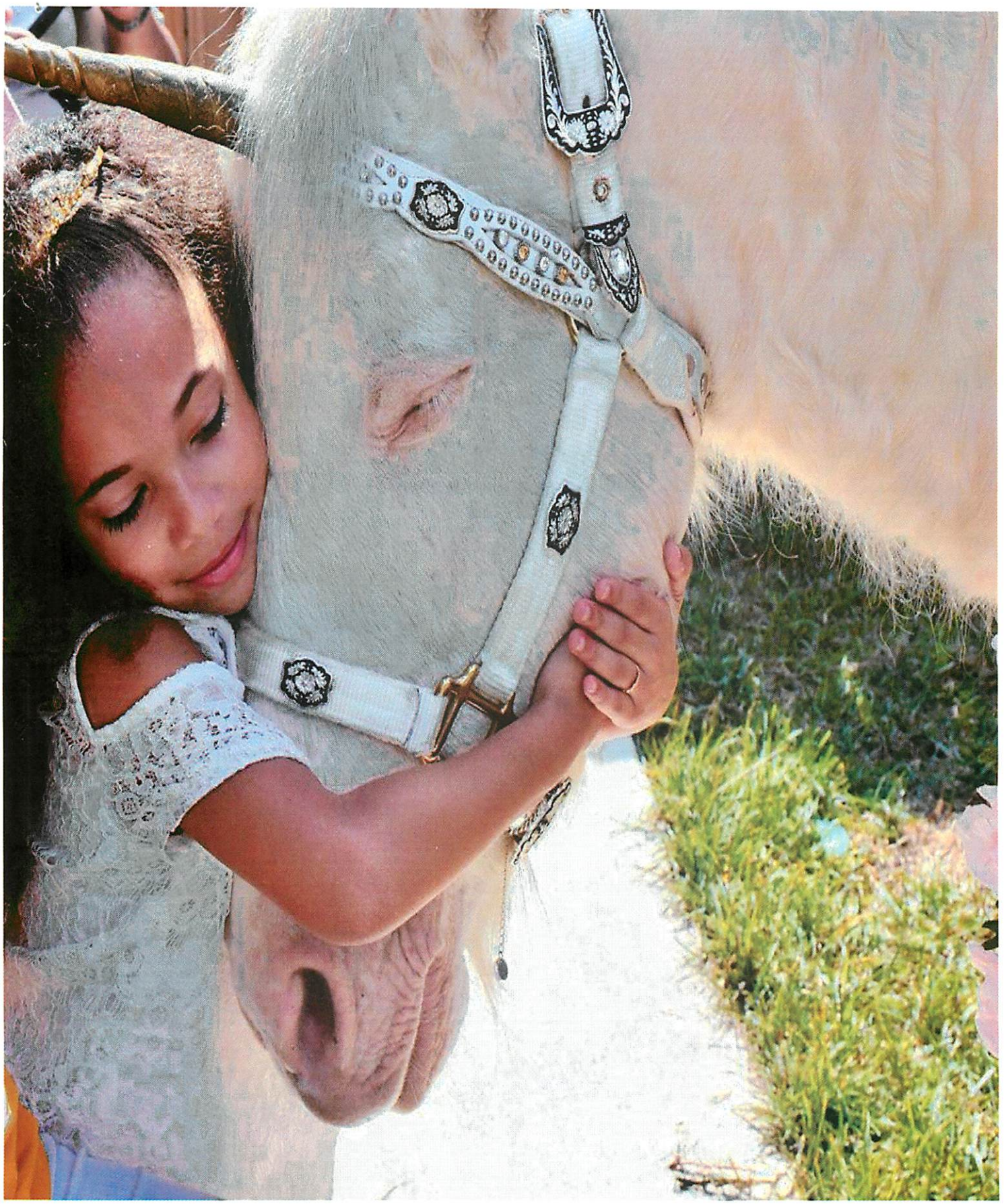

Asking for that Fairytale ENDING ☺

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14518 **Growth Management Report 9. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/02/2018
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on July 10, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2018-07 was heard by the Planning Board on July 10, 2018. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2018-07**
Address:	8300 Block Klondike Road
Property Reference No.:	14-1S-31-2301-000-000; 14-1S-31-2301-001-001
Property Size:	46.26 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

DRAFT

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14513 **Growth Management Report 9. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/02/2018
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1, 2030 Future Land Use Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1 to Provide for an Amendment to the 2030 Future Land Use Map - LSA-2018-01

That the Board of County Commissioners (BCC) cancel the 5:46 p.m., Public Hearing scheduled to review and transmit to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU Map, for the specific parcel, requesting to change the existing Future Land Use (FLU) designation from Agricultural (AG) to Rural Community (RC), located at 900 Block Hwy 97, LSA-2018-01.

BACKGROUND:

The applicant is requesting a FLU Map change from AG to RC, in order to obtain an increase on the residential density to accommodate his development. At the July 10, 2018, Planning Board Meeting, the applicant requested a continuance to the next Planning Board Meeting.

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 Comprehensive Plan, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan FLUM 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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14398 **Growth Management Report 9. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/02/2018
Issue: 5:47 p.m. - A Public Hearing Concerning the Renewal of the Recycling Permit for an Asphalt/Concrete Crushing Recycling Facility
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 5570 Bellview Avenue, Pensacola, FL, McDirt Concrete Recycling Facility

That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 5570 Bellview Avenue, Pensacola, FL, owned by McDirt Industries, Inc.

BACKGROUND:

On February 9, 2017, the Escambia County Board of Commissioners (BCC) authorized the issuance a recycling permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 5570 Bellview Avenue, Pensacola, FL. The date of issuance of the recycling permit was February 9, 2017, (PSP #160400052). This permit is attached hereto as Attachment A.

Pursuant to the conditions of the approved Permit #PSP160400052 and the Escambia County Code of Ordinances governing renewal of such permit, the County received an application from McDirt Industries, Inc. requesting a Renewal Permit, prior to the expiration of the current permit. The current permit was extended, as allowed, for 180 days for McDirt Industries, Inc.; so that, staff can begin the renewal permitting process as requested by the applicant as applicable with County's Regulations. See Attachment B.

Pursuant to the terms of the approved permit, the executed permit extension is set to terminate on the date that a renewal permit is approved, modified, or denied by the Escambia County Board of County Commissioners, however the extension

shall not be more than 180 days. The current extension, and thus the operational permit, is scheduled to expire on August 9, 2018.

The request renewal permit is attached, see Attachment C.

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

Attachment A - Site Plan Development Order
Attachment B - 180-Day Permit Extension Letter
Attachment C - Renewal Permit

Attachment A

SITE PLAN DEVELOPMENT ORDER
with Concurrency Certification

Project: McDirt Concrete Recycling Center
Location: 5570 Bellview Ave
Development Review #: PSP160400052
Exhibit A: Recycling Facility Permit
Exhibit B: Operations Plan
Property Reference #s: 38-1S-31-2100-002-038
38-1S-31-2200-000-000

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

PROJECT DESCRIPTION

This Development Order is to satisfy site plan and review requirements of Escambia County Ordinance (to bring a existing concrete/asphalt recycling facility into compliance with Escambia County Land Development Code). This approved Development Order includes the County Recycling permit and Operations Plan to be reviewed and presented for approval for McDirt Recycling Center to the BCC. The project description is the development of a 26.00-acre site as a compliant recycling facility providing storage, processing and removing waste concrete and asphalt off-site as proposed by attached Exhibit B.

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no

Building Permit is applicable will require a separate **Parking Lot Permit,** obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.

5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.

6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

Special Project Conditions

1. **Prior to issuance of any permit for the Recycling Facilities activities, the Board of County of Commissioners must approve the Recycling Permit for the facilities and it's operations of the site at a duly advertised public hearing. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Recycling Permit is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

2. Recycling activities, (including crushing, stacking, staging, loading and unloading materials), are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Friday and between 8:00a.m. and 2:00 p.m. on Saturday.** Hours are based on the zoning district and intensity of use as similar to borrow pit and reclamations activities, including land clearing debris and construction and demolition debris disposal. See LDC 4-7.6(b)(2). Hours of Operations may be extended or modified, based on client's needs, as approved by the County Administrator or his designee.

3. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.

4. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

5. This Development and its associated permits and applications were approved for this activity only, with assigned locations indicated on the drawings. Any other operations, activity, land use, development, project and/or operations shall require additional approvals and authorizations by Local and State agencies.

6. All the required signage, vegetation, buffering, fencing and landscape standards as specified on the approved site plan must be maintained and failure to do so shall result in violation at the time of inspection as required per the applicable regulations of Escambia County.

7. The Concrete Recycling Facility must comply with all the applicable standards and permits for Local and State as pertaining to storage, processing, recycling, and removal of processing material as governing by the applicable regulations.

Development Review Committee (DRC) Recommendation

Having completed development review of the **McDirt Concrete/Asphalt Recycling Center Facility** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Nov. 30, 2016

Director, Development Services Department Date

Horace L. Jones, Director
Development Services

February 7, 2018

Mr. Phillip V. McCoy, Owner
McDirt Industries, Inc.
5570 Bellview Avenue
Pensacola, FL 32526

RE: Permit #PSP 160400052 – McDirt Concrete & Asphalt Recycling Facility
5570 Bellview Ave., Pensacola, FL 32526

Request to Extend Up to 180 Days

Dear Mr. McCoy:

The County is in receipt of McDirt Industries' request for renewal of its current operational permit, #PSP 160400052.

Pursuant to the terms of the permit, upon receipt of an application for renewal, the current permit will be extended up to 180 days past the expiration date of the permit while the renewal application is processed.

Based upon McDirt Industries' request for renewal, please find enclosed an executed Permit Extension which will allow operation of the facility for up to **180 days past the current expiration date**. The current date of expiration is February 9, 2018. This permit extension will expire on the date that a renewal permit is issued or on August 9, 2018, whichever comes first. In no event, shall the permit extension be valid beyond August 9, 2018.

We are in the process of reviewing your renewal request. As we discussed, please contact the County to schedule a site inspection. Also, as advised, the permit renewal must be authorized by the Board of County Commissioners. Your application must meet all current requirements of the County's Code of Ordinances and the Land Development Code, including public notification requirements.

The renewal process is an interactive process. Additional information, documentation, payment, public notification, and completion of certain forms may be necessary. As a follow-up to our discussion, please be prepared to address, at a minimum, any concrete piles that may be visible above the fence, routine maintenance of stormwater ponds, wetlands, and other relevant matters. Also, as confirmed for you, the County has received no Code Enforcement complaints related to your current operations. If you or your client would like to schedule an additional meeting to review these requirements or need additional assistance in completing the renewal application process, please do not hesitate to call. We look forwarding to working with you in service to the County.

Sincerely,

H. L. Jones

Horace L. Jones, Director
Development Services Department

Cc: Escambia County Waste Services
Escambia County Office of County Administrator
Escambia County Natural Resources Department

Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

180 Day Extension of Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Phillip McCoy**
Facility Name:	**McDirt Industries**
Facility Type:	**Concrete & Asphalt Recycling Facility**
File Number:	**PSP#160400052**
Original Date of Issue:	**February 9, 2017**
Renewal Date:	**February 9, 2018**
Original Expiration Date:	**February 9, 2018**
Development Review #:	**#PSP160400052**
Date of Authorization of Extension:	**February 7, 2018**
Total Acreage of Facility:	**26 +/-**
Total Area Licensed for Operation:	**26+/-**
Extension Expiration Date:	**August 9, 2018**

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

General Permit Extension Conditions – All Facilities

1. All Permit Conditions included in the Development Order and Subsequent Permit to Operate the Facility, as issued and approved by the Board of County Commissioners, commencing operations on February 9, 2017, remain in full force and effect throughout the duration of this extension.

2. The terms, conditions, requirements, limitations, and restrictions set forth in this permit extension are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

3. This permit extension is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from

the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

4. This permit extension does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

5. This permit extension does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

6. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

7. Permittee, by accepting this permit extension, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

8. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

9. In accepting this permit extension, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

10. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

11. This permit extension is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

12. This permit extension is required to be kept at the facility, which is permitted during the entire period of construction or operation.

13. Permittee shall submit all comments or correspondence required by this permit extension, specifically including all documents necessary to process and complete the permit renewal application process, to:

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

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

Copy to:

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

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

Specific Permit Extension Conditions

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

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

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

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

4. **Permit Renewal Process.**
Pursuant to the authorization of the Operational Permit issued February 9,2017 the Permittee shall, in good faith, submit an application for renewal on Department forms. The Department forms shall address all requirements for operation as mandated by the Escambia County Code of Ordinances and the Escambia County Land Development Code, including public notification requirements. The Permittee shall cooperate with the Development Services Department to complete the renewal process. Any permit renewal shall require authorization by the Board of County Commissioners. The Permittee shall address, at a minimum the following: any complaints received by the facility, facility's best management practices, any proposed changes to the facility's operational plans, routine maintenance of stormwater controls, access to the facility, wetlands, and all other related issues as requested by Escambia County Natural Resources Department, Escambia County Waste Services Department, or Escambia County Development Services Department, as may be necessary for the health, safety, and welfare of the County.

5. **Expiration of Extension.**
This permit extension shall expire on the date that a renewal permit is issued or on August 9, **2018** whichever comes first. Notwithstanding the above, in no instance will permits be extended more than 180 days past the initial expiration date of the permit.

Extension Expiration Date:	August 9, 2018	
Issuing Officer Name:	Horace Jones	
Issuing Officer Title/Department:	Director, Development Services Department	
Signature: H. Jones		**Date:** 2-7-2018

EXHIBIT

tabbies

B

RECYCLED CONCRETE AND ASPHALT FACILITY

McDirt Industries, Inc.

5570 Bellview Avenue
Pensacola, Fl 32526
p. (850) 944-0112 // f.(850) 944-2893
www.McDirt.net

McDIRT INDUSTRIES, INC.

RECYCLING FACILITIES NARRATIVE

PROPERTY LOCATION:	5570 Bellview Avenue, Pensacola Escambia County, Florida
PROPERTY TYPE/CURRENT USE:	Industrial
PROPERTY OWNER:	Phillip V. McCoy
OCCUPANT:	McDirt Industries, Inc
PARCEL ID #'S:	38-1S-31-2200-000-000; 38-1S-31-2100-000-0038
LEGAL DESCRIPTION:	E 10 A OF W 15 A OF SW 1/4 OF NW 1/4 OR 2192 P 318; W 10 FT OF LTS 38 51 ALL LTS 39 TO 50 98 TO 102 BELLEVUE HGTS PB 1 P 66 OR 5867 P 1978
ZONING CLASSIFICATION:	**HC/LI**
FLOOD ZONE	**X**

FUTURE LAND USE CLASSIFICATION: Industrial

PERMITS:

Previous mined under FDEP No. FLA180955

Previous Solid Waste Management permit #24

Current Escambia Extraction Permit #REP2015M

Current FDEP Air Resource Management Facility #7775615

SITE DESCRIPTION: The two-parcel subject property is located on Bellview Avenue, west of Blue Angel Parkway. This interior parcel is rectangular in shape. The site has an estimate of approximately 964 feet of frontage on the north side of Bellview Avenue and an estimated depth of approximately 1,295 feet. According to the Escambia County Property Appraiser's Office, the subject contains approximately 26 acres.

Public sanitary sewer service is not available to the property. The overall public utilities that are available to the site are considered to be adequate. Access to the property is adequate. The parcel is not located within a designated flood area.

The rear one-half of the property was formerly utilized as a sand-mining operation and a four-acre dredging pond was situated at this northern portion of the property. However, over the recent years, a majority of this pond has been filled in.

DESCRIPTION of IMPROVEMENTS: The primary improvements consist of a one-story office, wood-frame building on an above-grade foundation, which contains approximately 1,440 sf. The building, which has a metal roof and covered porch, was constructed in 1927 as a residence, and was renovated/converted for use as an office meeting commercial building codes. There is also an existing detached storage/shop building, asphalt paving, a concrete sidewalk, paved parking spaces, unpaved parking spaced, extensive chain-link fencing, and adequate landscaping.

ACCESS TO SITE: From Blue Angel Parkway to a Single-point access on Bellview Avenue is a secured, gated access point monitored, and recorded, by security cameras twenty-four hours a day. The boundaries of the property are fenced to prevent public access.

ADJACENT LAND IMPACTS: Adjacent residential boundaries to the South and East are buffered by 30' to 70' of natural tall pine trees and thick underbrush parallel to and inside fence. The North adjoins RLF Baldwin Sand Mine. The West boundary is Saufley Air Field. The Crushing operations are located in the Northwest portion of the property, approximately 30 feet below natural grade which had been previously excavated. There are three lakes on site which are utilized for watering material stockpiles and roadways. Our crushing equipment has water spray systems installed. This is to minimize unreasonable noise, dust or other potential nuisances to contiguous properties. As required by FDEP and in compliance with rule 62-296-320, F.A.C, we have a certified independent engineering company perform a "visible emissions test" to ensure our emissions are within state guidelines.

HOURS OF OPERATION: 6AM TO 6PM weekdays and 6AM to 6PM on Saturday, closed on Sunday. Currently operating from 7AM to 5PM weekdays and 7AM to 2PM on Saturday. Heavy trucking of materials is currently 7AM to 4PM weekdays and occasional use on Saturday.

WETLAND IMPACTS, METHOD OF DIVERTING SURFACE WATER RUNOFF, & STORMWATER MANAGEMENT: All disturbed areas drain back to a mined pond, or sedimentation pond, which has been previously excavated or constructed. Spoil piles are situated so that any silt carried by drainage will be treated in the previously excavated pond.

NON-POINT SOURCE POLLUTION: By virtue of the fact that all disturbed areas are graded such that the drainage will carry yard dust to the ponds, non-point sources of pollution do not result from these operations.

RAW MATERIALS, PROCESSES AND PRODUCTS:

Sands and gravels are the only raw materials mined. The sand and gravel is washed, sized and stockpiled. The main waste product that results from the processing of sand and gravel is silt from the washing process, which is carried back to the previously mined area through sedimentation basins.

Topsoil and fill materials are imported from construction sites. These materials are inspected on the truck before dumping to insure there is no construction debris mixed in. We do not accept hazardous waste or any C&D waste products that is not in our recycling program. Topsoil and fill materials are screened and deleterious materials removed. Topsoil and fill materials are then stockpiled, and made available for resale to the public and contractors.

The northwest portion of the site area is dedicated to the reclamation and recycling of concrete and asphalt.

The materials are trucked in and stockpiled in staging areas to be processed. The first stage of process is to remove deleterious materials. Recyclable materials (i.e. metals, wood, and plastics) are stockpiled to be transported to other recycling facilities. Second stage is crushing and sizing material to meet product specifications. Third stage is to stockpile finished products in loading zones. The final stage is to weigh and load product on trucks for transport to job sites.

NOTES AND COMMENTS:

Phillip V McCoy, has owned and managed a construction company, sand mining, dirt hauling, waste disposal, and recycling operation at this location, over the past 34 years.

REVISED Exhibit B

RECYCLING FACILITIES NARRATIVE

PROPERTY LOCATION:	5570 Bellview Avenue, Pensacola Escambia County, Florida
PROPERTY TYPE/CURRENT USE:	Industrial
PROPERTY OWNER:	Phillip V. McCoy
OCCUPANT:	McDirt Industries, Inc
PARCEL ID #'S:	38-1S-31-2200-000-000; 38-1S-31-2100-000-0038
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ZONING CLASSIFICATION:	**HC/LI**
FLOOD ZONE	**X**

FUTURE LAND USE CLASSIFICATION: Industrial

PERMITS:

Previous mined under FDEP No. FLA180955

Previous Solid Waste Management permit #24

Current Escambia Extraction Permit #REP2015M

Current FDEP Air Resource Management Facility #7775615

LAND USE REQUIREMENTS:

The use complies with current applicable zoning district, use, or other provisions of the LDC.

SITE DESCRIPTION: The two-parcel subject property is located on Bellview Avenue, west of Blue Angel Parkway. This interior parcel is rectangular in shape. The site has an estimate of approximately 964 feet of frontage on the north side of Bellview Avenue and an estimated depth of approximately 1,295 feet. According to the Escambia County Property Appraiser's Office, the subject property contains approximately 26 acres.

Public sanitary sewer service is not available to the property. The overall public utilities that are available to the site are considered to be adequate. Access to the property is adequate. The parcel is not located within a designated flood area.

DESCRIPTION of IMPROVEMENTS: The primary improvements consist of a one-story office, wood-frame building on an above-grade foundation, which contains approximately 1,440 sf. The building, which has a metal roof and covered porch, was constructed in 1927 as a residence, and was renovated/converted for use as an office meeting commercial building codes. There is also an existing detached storage/shop building, asphalt paving, a concrete sidewalk, paved parking spaces, unpaved parking spaced, extensive chain-link fencing, and adequate landscaping. The rear one-half of the property was formerly utilized as a sand-mining operation and a four-acre dredging pond was situated at this northern portion of the property. However, over the recent years, a majority of this pond has been filled in.

ACCESS TO SITE: From Blue Angel Parkway to a Single-point access on Bellview Avenue is a secured, gated access point monitored, and recorded, by security cameras twenty-four hours a day. The boundaries of the property are fenced and gated to prevent public access.

ADJACENT LAND IMPACTS: Adjacent residential boundaries to the South and East are buffered by 30’ to 70’ of natural tall pine trees and thick underbrush parallel to and inside fence. The North adjoins RLF Baldwin Sand Mine. The West boundary is Saufley Air Field. The Crushing operations are located in the Northwest portion of the property, approximately 30 feet below natural grade which had been previously excavated. There are three lakes on site which are utilized for watering material stockpiles and roadways. Our crushing equipment has water spray systems installed. This is to minimize unreasonable noise, dust or other potential nuisances to contiguous properties. As required by FDEP and in compliance with rule 62-296-320, F.A.C, we have a certified independent engineering company perform a "visible emissions test" to ensure our emissions are within state guidelines. These factors assure that our operation is conducted an a manner that is compatible with adjacent properties and other properties in the immediate area.

HOURS OF OPERATION: 6AM TO 6PM weekdays and 8AM to 2PM on Saturday, closed on Sunday. Currently operating from 7AM to 4PM weekdays, and 8AM to 2PM on Saturday. Heavy trucking of materials is currently 7AM to 4PM weekdays and occasional use on Saturday.

WETLAND IMPACTS, METHOD OF DIVERTING SURFACE WATER RUNOFF, & STORMWATER MANAGEMENT: All disturbed areas drain back to a mined pond, or sedimentation pond, which has been previously excavated or constructed. Spoil piles are situated so that any silt carried by drainage will be treated in the previously excavated pond.

NON-POINT SOURCE POLLUTION: By virtue of the fact that all disturbed areas are graded such that the drainage will carry yard dust to the ponds, non-point sources of pollution do not result from these operations.

RAW MATERIALS, PROCESSES AND PRODUCTS:

Sands and gravels are the only raw materials mined. The sand and gravel is washed, sized and stockpiled. The main waste product that results from the processing of sand and gravel is silt from the washing process, which is carried back to the previously mined area through sedimentation basins.

Topsoil and fill materials are imported from construction sites. These materials are inspected on the truck before dumping to insure there is no construction debris mixed in. We do not accept hazardous waste or any C&D waste products that are not in our recycling program. Topsoil and fill materials are screened and deleterious materials removed. Topsoil and fill materials are then stockpiled, and made available for resale to the public and contractors.

The northwest portion of the site area is dedicated to the reclamation and recycling of concrete and asphalt.

The recyclable concrete and asphalt materials, which are remnants from demolition or construction projects which would previously have been deemed unusable and placed in county landfills, are trucked in and stockpiled in staging areas to be processed. The first stage of process is to remove deleterious materials. Recyclable materials (i.e. metals, wood, and plastics) are stockpiled to be transported to other recycling facilities. Other non-recyclable materials are placed in waste containers for disposal off site. Second stage is crushing and sizing material to meet product specifications. Third stage is to stockpile finished products in loading zones. The final stage is to weigh and load product on trucks for transport to job sites.

NOTES AND COMMENTS:

Phillip V McCoy, has owned and managed a construction company, sand mining, dirt hauling, waste disposal, and recycling operation at this location, over the past 34 years. Our company has always strived to be a good neighbor, and has always considered how our daily operations has or may in the future impact our neighborhood.

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
Solid Waste Division
Pensacola, Florida

PERMIT NO.
24

PERMIT TO OPERATE

A SOLID WASTE MANAGEMENT ACTIVITY

This certifies that McDIRT INDUSTRIES, INC.
(Name of Company)

owned or operated by McDIRT INDUSTRIES, INC.

at 5570 Bellview Ave., Pensacola, FL., has submitted the information as required under County Ordinance 85-7 and the Division of Solid Waste has found such documents to conform with the provisions in this Ordinance. It is hereby declared that the person named above is granted a permit to operate a solid waste management activity in Escambia County, consistent with the provisions of Escambia County Ordinance 85-7. and 92-28.

Granted this 11th day of October, 1996

Acting *Director, Solid Waste Department*

Permit expires September 26, 1997

Permit Must Be Displayed Conspicuously

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: McDirt Borrow Pit
Location: 5570 Bellview Ave.
Development Review #: PRP140800026
Property Reference #: 38-1S-31-2100-000-038
38-1S-31-2200-000-000

Future Land Use: I
Zoning District: HC/LI {AKA RR}
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit ***#REP2015 M***, as amended by Site Plan Resource Extraction Development Order #PRP140800026

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

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

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

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

6. The date of issuance of this permit is the **26th day of August, 2015**, and the effective date is August 20, 2015. The expiration date of this permit is August 20, 2020.

County Staff Designee *(Please Print)*

Signature(s)

I acknowledge receipt of this permit on the 27th day of Aug, 2015.

Phillip V McCoy
Property Owner(s) *(Please Print)*

Signature

Florida Department of
Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

January 21, 2010

Ms. Phillip V. McCoy, President
McDirt Industries, Incorporated
Pegson Metro Track
5570 Bellview Avenue
Pensacola, Florida 32526-9415

Dear Mr. McCoy:

This is to acknowledge that your notification of intent to use the authority of Rule 62-210.310 to operate your **Nonmetallic Mineral Processing Plants (Crushers)** facility was received on December 21, 2009. We have assigned ARMS No. 7775615-001 to this facility.

As you know, pursuant to Florida Statutes section 403.814, authority to operate under general permits commences thirty (30) days after receipt of the registration form unless you have been notified by this office that your facility has not shown entitlement to operate pursuant to the rule provisions.

If you have or expect any administrative changes in your mailing address, location address, responsible official, or telephone number, please notify the Department at the following address:

Air General Permits Office
Bureau of Air Monitoring and Mobile Sources MS 5510
Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

For your information, authority to operate pursuant to Rule 62-210.310 expires after five (5) years. Therefore, a new registration form must be received no later than five (5) years after the date your notice was received as indicated above. If your general permit rule conditions require testing, such testing must be completed within the time frame specified in the rule

If you have any additional questions, please contact Dickson Dibble at 850/921-9586.

Sincerely,

for Sandra F. Veazey, Chief
Bureau of Air Monitoring
and Mobile Sources

SFV/pg

McDirt Industries Inc.

Permit No. 7775615-002-AG

VE Test Report

Test Date: 4-16-15

Report Date: 4-117-2015

The attached VE test results show that the crusher system EU001 (NMMP Plant-reloc.crusher/conveyor-RIC diesel engine, 200 T/hr.) was in compliance with Rule 62-296.320, F.A.C. for nonmetallic mineral processing plant :

"Visible emissions from any crusher, grinding mill, screening operation, bucket elevator, transfer point on belt conveyors, bagging operation, storage bin, enclosed truck or railcar loading station, or any other affected emission point at a nonmetallic mineral processing plant shall be less than twenty percent (20%) opacity."

The Crusher was operating at a rate of ~75 to 100 TPH, which is the maximum rate for use at this facility. The pieces of equipment with continuous water spray are identified below. The facility generally sprays down the material to be crushed prior to operations.

Vents tested:

1) Crusher. Highest test ready was "0" (Water Spray)
2) Crusher discharge into screener. Highest test ready was "0"
3) Screen discharge to conveyor belt. Highest test ready was "0"
4) Conveyor belt to pile. Highest test ready was "0" (Water Spray)

Report by

Michael G. Long, P. E.

Cornerstone Engineering Services, LLC

Pensacola, Florida

(850) 434-7727

Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Air General Permit Registration Acknowledgement

June 09, 2016

Phillip Mccoy
mcdirt
5570 BELLVIEW AVE
PENSACOLA, Florida 32526 9415

Facility ID: 7775615
Project No: 7775615-003-AG

This is to acknowledge that your Air General Permit (AGP) equipment change registration to operate a Nonmetallic Mineral Processing Plant (Crusher) facility under the authority of Rule 62-210.310, Florida Administrative Code (F.A.C.), was received by the Department of Environmental Protection on June 09, 2016. Please save this acknowledgement letter for your records.

Pursuant to Section 403.814, Florida Statutes, the authority to operate under general permits commences thirty (30) days after receipt of the registration unless you have been informed otherwise by the Department. The effective date of this authorization is: July 10, 2016.

Please review and comply with the Nonmetallic Mineral Processing Plant (Crusher) AGP rule conditions under 62-210.310(5)(e), F.A.C. (http://www.dep.state.fl.us/air/rules/fac/62-210.pdf).

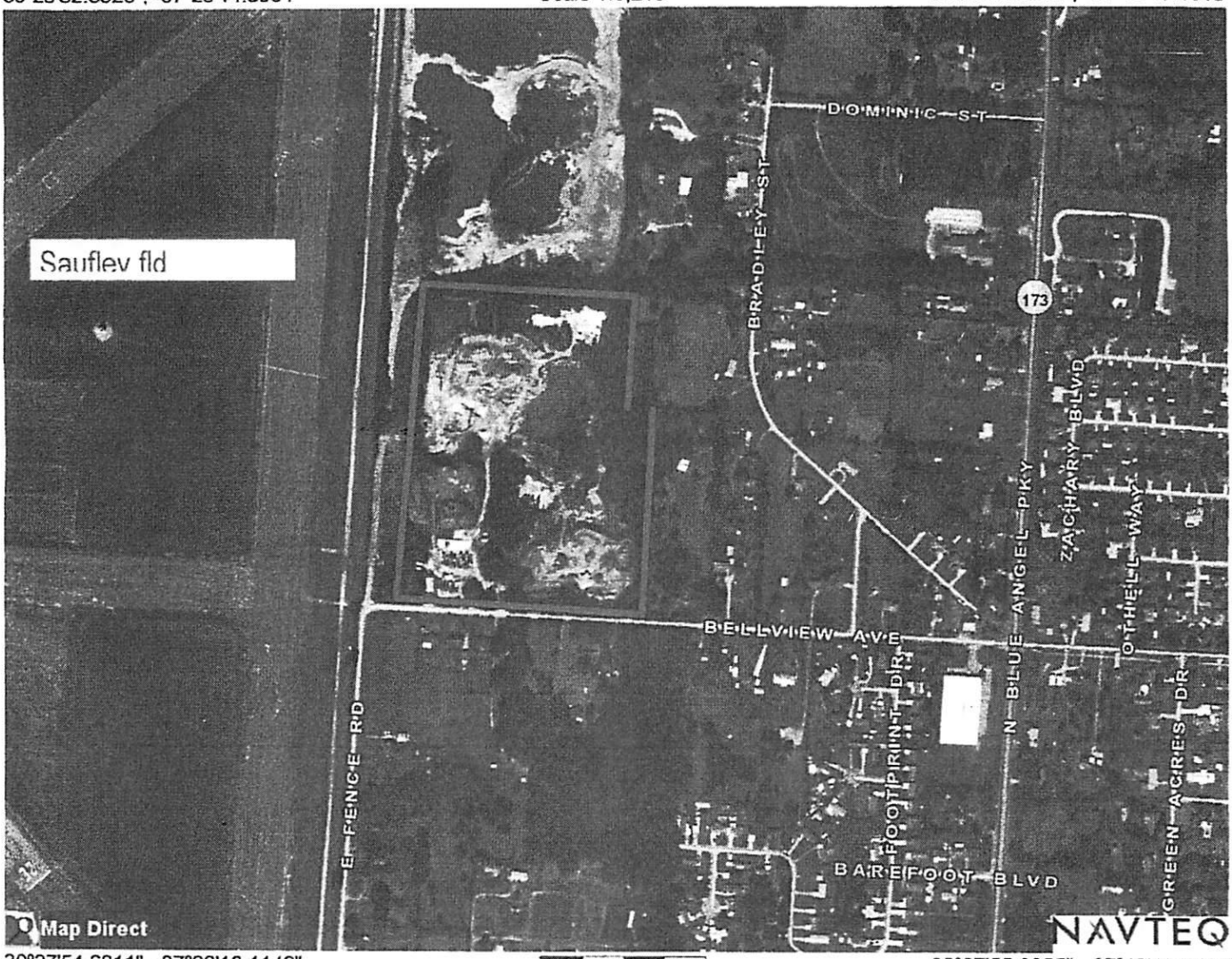
Additional information and compliance assistance materials for AGP facilities can be found on the Small Business Environmental Assistance Program website at:
http://www.dep.state.fl.us/air/emission/sbeap/sbeap.htm.

Please note that the authority to operate pursuant to Rule 62-210.310, F.A.C., expires after five (5) years. The expiration date of this authorization is: July 09, 2021. A renewal registration must be received by the Department at least thirty (30) days prior to this expiration date if the facility plans to continue operations.

If you have any additional questions, please contact the Small Business Environmental Assistance Program at (800) 722-7457 or by e-mail at FL.AGP@dep.state.fl.us.

Map Direct: McDIRT PIT

30°28'32.6526", -87°20'14.3064" Scale 1:8,213 30°28'33.9872", -87°19'17.1316"

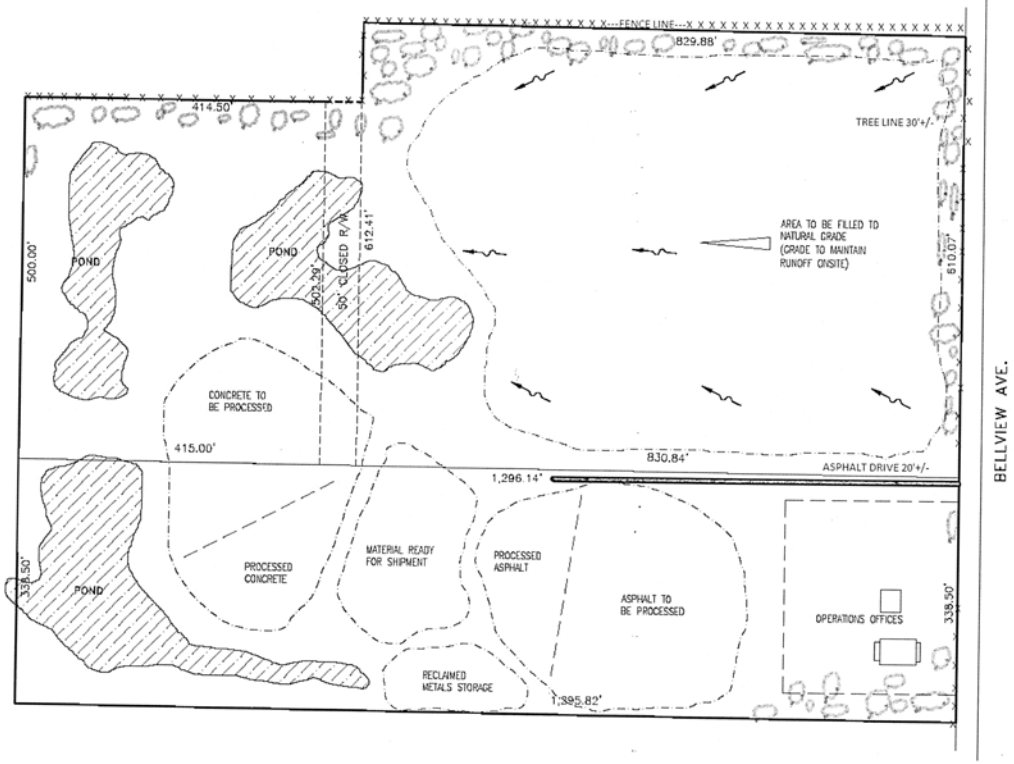


30°27'54.6011", -87°20'13.1149" 1 inch = 684 feet 30°27'55.9355", -87°19'15.9457"

Mcdirt Pit Aerial

lorida Department of Environmental Protection Disclaimer: This map created in Map Direct on Thu, 14 Aug 2014 19:07:29 GMT is ntended for display purposes only. It was created using data from different sources collected at different scales, with different vels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any nd, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular urpose, satisfactory quality and non-infringement.YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM HE SITE BEFORE ACTING ON IT.

Interior View of Subject Property



Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature / Development Services Director or Designee — Date: May 31 2016

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

PROJECT NOTES:
1. THE SUBJECT PARCEL CONSISTS OF APPROXIMATELY 27acres.
2. THE ENTIRE PARCEL IS FENCED WITH "NO TRESPASSING" SIGNS POSTED.
3. ALL VEHICLE ACCESS WILL BE GATED AND LOCKED WHEN NOT IN USE BY THE OWNER.

The parcel shown for development is located within the following flood zone(s) as detailed by FEMA FIRM (Flood Insurance Rate Map) information described below:

Flood zone(s)	Community number	Map number	Panel number(s)	Suffix	Map Revision Date
X	120080	12033C	0355	C	9/29/2006

GRAPHIC SCALE
80 0 40 80 160
(IN FEET)
1 inch = 80 ft.

DIMENSION PLAN

NO. | DATE | REVISIONS
1
2
3
4

THIS DRAWING IS THE PROPERTY OF GARY S. BISHOP, P.E. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

GARY S. BISHOP LICENSE No. 25357 STATE OF FLORIDA PROFESSIONAL ENGINEER

GARY S. BISHOP, P.E.
CONSULTING ENGINEERING
6010 JAMESON CIRCLE PACE, FL 32571
PHONE (850) 712-7618 FAX (866) 631-9483
E-MAIL grybishop@yahoo.com

McDirt Pit

DRAWN BY: DSD
DESIGNED BY: GSB/TCH
CHECKED BY: GSB/TCH
DATE: 5/11/2015
SCALE: 1"=80'

PROJECT NO. 1309
SHEET NO. C1

Attachment "B"

Horace L. Jones, Director
Development Services

February 7, 2018

Mr. Phillip V. McCoy, Owner
McDirt Industries, Inc.
5570 Bellview Avenue
Pensacola, FL 32526

RE: Permit #PSP 160400052 – McDirt Concrete & Asphalt Recycling Facility
5570 Bellview Ave., Pensacola, FL 32526

Request to Extend Up to 180 Days

Dear Mr. McCoy:

The County is in receipt of McDirt Industries' request for renewal of its current operational permit, #PSP 160400052.

Pursuant to the terms of the permit, upon receipt of an application for renewal, the current permit will be extended up to 180 days past the expiration date of the permit while the renewal application is processed.

Based upon McDirt Industries' request for renewal, please find enclosed an executed Permit Extension which will allow operation of the facility for up to **180 days past the current expiration date**. The current date of expiration is February 9, 2018. This permit extension will expire on the date that a renewal permit is issued or on August 9, 2018, whichever comes first. In no event, shall the permit extension be valid beyond August 9, 2018.

We are in the process of reviewing your renewal request. As we discussed, please contact the County to schedule a site inspection. Also, as advised, the permit renewal must be authorized by the Board of County Commissioners. Your application must meet all current requirements of the County's Code of Ordinances and the Land Development Code, including public notification requirements.

The renewal process is an interactive process. Additional information, documentation, payment, public notification, and completion of certain forms may be necessary. As a follow-up to our discussion, please be prepared to address, at a minimum, any concrete piles that may be visible above the fence, routine maintenance of stormwater ponds, wetlands, and other relevant matters. Also, as confirmed for you, the County has received no Code Enforcement complaints related to your current operations. If you or your client would like to schedule an additional meeting to review these requirements or need additional assistance in completing the renewal application process, please do not hesitate to call. We look forwarding to working with you in service to the County.

Sincerely,

H. L. Jones

Horace L. Jones, Director
Development Services Department

Cc: Escambia County Waste Services
Escambia County Office of County Administrator
Escambia County Natural Resources Department

Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

180 Day Extension of Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Phillip McCoy**
Facility Name:	**McDirt Industries**
Facility Type:	**Concrete & Asphalt Recycling Facility**
File Number:	**PSP#160400052**
Original Date of Issue:	**February 9, 2017**
Renewal Date:	**February 9, 2018**
Original Expiration Date:	**February 9, 2018**
Development Review #:	**#PSP160400052**
Date of Authorization of Extension:	**February 7, 2018**
Total Acreage of Facility:	**26 +/-**
Total Area Licensed for Operation:	**26+/-**
Extension Expiration Date:	**August 9, 2018**

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

General Permit Extension Conditions – All Facilities

1. All Permit Conditions included in the Development Order and Subsequent Permit to Operate the Facility, as issued and approved by the Board of County Commissioners, commencing operations on February 9, 2017, remain in full force and effect throughout the duration of this extension.

2. The terms, conditions, requirements, limitations, and restrictions set forth in this permit extension are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

3. This permit extension is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from

the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

4. This permit extension does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

5. This permit extension does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

6. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

7. Permittee, by accepting this permit extension, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

8. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

9. In accepting this permit extension, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

10. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

11. This permit extension is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

12. This permit extension is required to be kept at the facility, which is permitted during the entire period of construction or operation.

13. Permittee shall submit all comments or correspondence required by this permit extension, specifically including all documents necessary to process and complete the permit renewal application process, to:

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

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

Copy to:

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

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

Specific Permit Extension Conditions

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

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

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

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

4. **Permit Renewal Process.**
Pursuant to the authorization of the Operational Permit issued February 9,2017 the Permittee shall, in good faith, submit an application for renewal on Department forms. The Department forms shall address all requirements for operation as mandated by the Escambia County Code of Ordinances and the Escambia County Land Development Code, including public notification requirements. The Permittee shall cooperate with the Development Services Department to complete the renewal process. Any permit renewal shall require authorization by the Board of County Commissioners. The Permittee shall address, at a minimum the following: any complaints received by the facility, facility's best management practices, any proposed changes to the facility's operational plans, routine maintenance of stormwater controls, access to the facility, wetlands, and all other related issues as requested by Escambia County Natural Resources Department, Escambia County Waste Services Department, or Escambia County Development Services Department, as may be necessary for the health, safety, and welfare of the County.

5. **Expiration of Extension.**
This permit extension shall expire on the date that a renewal permit is issued or on August 9, **2018** whichever comes first. Notwithstanding the above, in no instance will permits be extended more than 180 days past the initial expiration date of the permit.

Extension Expiration Date:	August 9, 2018	
Issuing Officer Name:	Horace Jones	
Issuing Officer Title/Department:	Director, Development Services Department	
Signature: H. Jones		**Date:** 2-7-2018

Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

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

Permittee:	**McDirt Industries, LLC – Phillip McCoy**
Facility Name:	**McDirt Industries**
Facility Type:	**Concrete & Asphalt Recycling Facility (only)**
File Number:	**PSP#160400052**
Original Date of Issue:	**February 9, 2017**
Renewal Date:	**August 9, 2018**
Expiration Date:	**August 9, 2019**
Development Review #:	**#PSP 160400052**
Date:	**February 2, 2017 (Original BCC approval)**
Total Acreage of Facility:	**26 (+/-) acres**
Total Area Licensed for Operation:	**26 (+/-) acres**

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

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

General Permit Conditions – All Facilities – Continued

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

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

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

Copy to:
Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

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

Specific Permit Conditions

1. Compatibility

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

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

2. Environmental Health

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate

Specific Permit Conditions - Continued

ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance. and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Phillip McCoy, McDirt Industries, LLC, 5570 Bellview Avenue, Pensacola, FL 32526 and a copy emailed to phillip@mcdirt.net (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

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

3. Best Management Practices for Track Out Dust Control.

The Permittee shall abide by Best Management Practices, approved by the Escambia County Development Services, Solid Waste, and Natural Resources Departments, and attached hereto as Addendum A, and incorporated herein by reference, for the management of all track out dust.

4. Leachate Controls

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

5. Operational Hours

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

6. Permit Renewals

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

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date:	August 2, 2018	
Permit Expiration Date:	August 2, 2019	
Issuing Officer Name:	Horace L. Jones	
Issuing Officer Title/Department:	Director, Development Services Department	
Signature:		**Date:**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14514 **Growth Management Report 9. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/02/2018
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Shipping Containers
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Shipping Containers

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4 to allow alternative uses of standard industrial shipping containers.

BACKGROUND:
Large, standardized, industrial containers designed for the intermodal shipping of goods and commodities by ship, rail, and truck have become increasingly available and attractive for alternative uses. However, although the LDC allows such containers to be used as portable storage containers for temporary outdoor storage, it does not authorize their use as storage sheds or other residential or non-residential structures. In any LDC authorization of alternative uses of industrial shipping containers it is appropriate to address their quantity, appearance, and location, especially in residential areas.

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 recommendations or legal sufficiency comments made in that review are also attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment of the LDC requires public hearing review and recommendation by the Board prior to action by the BCC. 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 BCC.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to staff and interested citizens.

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

Comparison Ordinance
Draft Ordinance
Clean Ordinance

Comparison of May 3, 2018 BCC Ordinance Draft with Current Draft (changes to first draft in red strike-through and underline)

Article 7 Supplemental Use Regulations

Sec. 4-7.12 Shipping containers.

(a) General conditions. When in compliance with the provisions of this section, shipping containers, as defined herein, may be ~~placed and~~ used outdoors for purposes other than the original industrial intermodal shipping for which they were designed. The primary ~~consideration is~~ considerations in any alternative use are whether the container placement will be temporary ~~or permanent for the authorized use. As~~(as defined in Chapter 6~~, placement authorized for a~~) or permanent and its use residential or non-residential. The specific use of containers as components of structures engineered in compliance with the *Florida Building Code* is not limited ~~time and discontinued upon expiration of that time is temporary; all other container placement is considered permanent~~by the provisions of this section.

(b) Container defined. For the purposes of this section, a shipping container is a standardized, reusable, and portable industrial container designed and manufactured to specifications of the International Organization for Standardization for the intermodal shipping of goods and commodities by ship, rail, and truck. A shipping container may also be known as a cargo container, ISO container, intermodal container, conex (container for export) box, or sea can.

(c) ~~Limitations.~~ ~~No additional regulation of shipping containers by this section is applicable to their placement for ongoing intermodal shipping within parcels authorized for heavy commercial or industrial uses. However, the~~General limits. The following limits apply to all ~~authorized~~ alternative uses and locations of shipping containers outdoors, whether temporary or permanent, residential or non-residential:

(1) Container type. Authorizations within this section are for ~~alternative~~ uses of general purpose dry storage containers, standard (8.5 ft. high) or "high cube" (9.5 ft. high), including tunnel and open side configurations, but not for any use of tank, drum, flat rack, half height, refrigerated, or other special purpose shipping containers.

(2) Other units. The authorizations for alternative uses of shipping containers do not authorize the use of truck bodies, semi-trailers, solid waste containers, tanks, or other ~~units~~vessels for any alternative uses.

~~**(3) Habitation.** No container shall be used for human habitation unless converted to habitable space in compliance with all applicable regulations and as authorized by a building permit. For these purposes, habitable space is that space within a structure designated for living, sleeping, eating, or cooking, or as habitable space may otherwise be defined by the *Florida Building Code*.~~

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~~(4)~~(3) ~~**Location.** No container shall be located within any right-of-way~~**Placement.** No container shall be placed within any right-of-way, easement, jurisdictional wetland, floodway, drainage swale, buffer, or greenbelt, and no container shall be allowed to obstruct or reduce any fire lane, fire escape, window, door, or other means of structure or site egress. Additionally, no container shall be permanently placed in any manner that creates nonconformance ~~with regard to~~regarding parking, loading, landscaping, outdoor storage, lot coverage, or other site development standards.

~~(5)~~(4) **Appearance.** ~~Any container~~All containers displayed for sale or permanently placed ~~outdoors~~ shall be maintained in good condition and free of all graffiti and signage.

~~(6)~~(5) **Stacking.** No container ~~outdoors~~ shall be stacked upon another container, or otherwise raised more than eight inches above grade, unless authorized by a building permit for the construction of a structure.

~~(7) **Conflicts.** As prescribed for other conflicts with LDC provisions, where this section imposes lesser restrictions than covenants or other private agreements, it is the responsibility of those parties in private agreement to enforce any greater restrictions.~~

(d) **Temporary placement.** Except for the active intermodal shipping ~~activities of authorized heavy~~of containers through commercial or industrial ~~uses~~facilities authorized for such shipping, the temporary outdoor placement of ~~a~~ shipping ~~container~~containers may only be authorized for the following uses:

(1) **Portable storage containers.** Portable storage container use in compliance with the temporary uses and structures provisions in Article 7 of Chapter 4.

(2) **Construction containers.** ~~Storage~~The storage of construction material and equipment by licensed contractors, incidental to ongoing authorized construction activities within the parcel on which, and during the time within which, the construction has been authorized.

(3) **Seasonal storage.** ~~Seasonal~~Excluding Perdido Key parcels, the seasonal storage of merchandise within a parcel whose authorized principal use is the retail sales for which the merchandise is stored. ~~For these purposes, seasonal~~ On mainland parcels, this storage is limited to containers remaining in ~~the service of~~ active intermodal shipping service, stored on ~~the parcel~~site for a maximum 120 days per calendar year, and placed only within ~~parcel~~ side or rear ~~yard areas authorized for outdoor storage.~~ yards. On Pensacola Beach parcels, the terms of any seasonal use of containers shall be defined by a site-specific written agreement with the SRIA prior to use.

(e) **Permanent placement.** The permanent outdoor placement of a shipping container ~~is considered a~~ may only be authorized by permit, and only as a change of use ~~for the container,~~ from ~~the~~its original intermodal shipping to use as a structure~~, regardless~~ or for the sales or bulk storage of ~~any utility connections or other~~

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~~modifications made to the container. Such structures shall only be authorized~~ containers. Permanent placement for any use is prohibited on Perdido Key and Pensacola Beach. Elsewhere, a permit may authorize one or more containers on the same parcel when in compliance with ~~applicable~~the provisions of ~~the *Florida Building Code*, including any amendments of the county, and all~~ this section and the other applicable provisions of the LDC.

(1) ~~Principal structures.~~ ~~One or more~~**Residential use.** On parcels of residential use, shipping containers may only be converted to ~~a residential~~ storage sheds or other accessory structures in compliance with the *Florida Building Code* and the following specific conditions:

a. Zoning. The parcel of the dwelling is zoned Agricultural (Agr), Rural Residential (RR), Rural Mixed-use (RMU), Commercial (Com), Heavy Commercial and Light Industrial (HC/LI), or Industrial (Ind).

b. Parcel size. If within Agr, RR, or RMU zoning, the parcel of the dwelling is no less than 2 acres in size; and if within Com, HC/LI, or Ind, the parcel is no less than one-half acre.

c. Platted lot. No container is within the lot of a platted single-family subdivision, as single-family use is determined from the plat, covenants, or existing lot development.

d. Quantity. There are no more than two shipping containers of any size on the parcel of the dwelling.

e. Placement. The placement of containers is limited to the rear yard of the dwelling, with a minimum setback of 10 feet from any property line of the dwelling parcel.

f. Screening. At the time of placement, the containers are substantially screened from view from any adjoining property, including public rights-of-way, by any combination of evergreen vegetation, berms, and authorized permanent structures, including dwellings, fences, and walls.

(2) Non-residential use. On parcels of non-residential ~~principal structure, or to components of such a structure,~~use, or where residential is not the predominant use, shipping containers may be placed as items of storage or as accessory structures. However, authorization for ~~any~~ one use is not authorization for the other. Containers authorized as structures shall comply with applicable provisions of the *Florida Building Code,* and all uses of containers shall comply with the following specific conditions:

~~(1)~~**a. Zoning.** The use is authorized by the applicable zoning district~~.~~, either as the principal use or accessory (customary and incidental) to the principal use.

~~**(2) Accessory structures.** The conversion of shipping containers to accessory structures (e.g., storage sheds) is prohibited for parcels on Perdido Key and Pensacola Beach. Elsewhere, conversion to accessory structures shall comply with the limits of this subsection for the applicable use and zoning district.~~

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~~a. **Residential parcels.** Shipping containers may be converted to accessory structures within the following limits for parcels whose authorized principal use or development (e.g., single-family subdivision) is residential, or whose zoning district is residential (RR, LDR, MDR, or HDR):~~

~~1. **Quantity.** A maximum of one container on a parcel smaller than two acres (gross) and a maximum of two containers on a parcel two acres to five acres. On any parcel larger than five acres, a maximum of one container per parcel acre; and for more than two containers on a parcel, the additional containers shall be screened from all off-site view by the same means required herein to screen from right-of-way view. The calculated number of containers may be rounded to the nearest whole unit.~~

~~2. **Setback.** On any parcel, the minimum side and rear setback for a container shall be 10 feet.~~

b. **~~Screening.~~ Not prohibited.** The use is not otherwise ~~more completely screened by permanent structures or established evergreen vegetation, it shall be nominally screened from view from public rights-of-way~~prohibited by ~~an opaque fence~~any condition of development approval.

~~3.~~c. **Setbacks.** The containers are placed a minimum ~~of six~~five feet ~~in height. The fence shall comply with the standards in Article 9 of Chapter 5 and the container shall be set back~~ from the ~~fence~~nearest property line, and a minimum ~~of~~ 10 feet~~.~~ from any residentially used or zoned property.

~~b. **Non-residential parcels.** Shipping containers may be converted to accessory structures within the following limits for parcels whose authorized principal use or development is not residential, and whose zoning district is not residential (not RR, LDR, MDR, or HDR):~~

~~1. **Quantity.** A maximum of one container per parcel acre, but at least one container for any parcel size. The calculated number of containers may be rounded to the nearest whole unit. However, there are no quantity restrictions where containers are completely screened (full container height) from view from public rights-of-way by any combination of permanent structures, established evergreen vegetation, opaque fences, or berms.~~

d. **Buffering.** Placement of a container on any parcel with non-conforming buffering for the principal use shall require the provision of buffering in compliance with the current landscaping standards.

e. **Size.** The containers do not exceed 40 feet in length.

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ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, TO ESTABLISH REGULATIONS ALLOWING ALTERNATIVE USES OF STANDARD INDUSTRIAL SHIPPING CONTAINERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the placement, scale, and visibility of outdoor storage and accessory structures are appropriate compatibility considerations within the land use regulations of Escambia County; and

WHEREAS, large, standardized, industrial containers designed for the intermodal shipping of goods and commodities by ship, rail, and truck have become increasingly available and attractive for alternative uses; and

WHEREAS, the Escambia County Land Development Code allows industrial shipping containers to be used as portable storage containers for temporary outdoor storage, but does not authorize their use as storage sheds or other permanent residential or non-residential structures; and

WHEREAS, the Escambia County Board of County Commissioners recognizes the need to address the quantity, appearance, location, and appropriate alternative uses of industrial shipping containers, especially in residential areas;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 7 Supplemental Use Regulations

Sec. 4-7.12 Shipping containers.

(a) General conditions. When in compliance with the provisions of this section, shipping containers, as defined herein, may be used outdoors for purposes other than the original industrial intermodal shipping for which they were designed. The primary considerations in any alternative use are whether the container placement will be temporary (as defined in Chapter 6) or permanent and its use residential or non-residential. The specific use of containers as components of structures engineered in compliance with the *Florida Building Code* is not limited by the provisions of this section.

(b) Container defined. For the purposes of this section, a shipping container is a standardized, reusable, and portable industrial container designed and manufactured to specifications of the International Organization for Standardization for the intermodal shipping of goods and commodities by ship, rail, and truck. A shipping container may also be known as a cargo container, ISO container, intermodal container, conex (container for export) box, or sea can.

(c) General limits. The following limits apply to all alternative uses and locations of shipping containers outdoors, whether temporary or permanent, residential or non-residential:

(1) Container type. Authorizations within this section are for uses of general purpose dry storage containers, standard (8.5 ft. high) or “high cube” (9.5 ft. high), including tunnel and open side configurations, but not for any use of tank, drum, flat rack, half height, refrigerated, or other special purpose shipping containers.

(2) Other units. The authorizations for alternative uses of shipping containers do not authorize the use of truck bodies, semi-trailers, solid waste containers, tanks, or other vessels for any alternative uses.

(3) Placement. No container shall be placed within any right-of-way, easement, jurisdictional wetland, floodway, drainage swale, buffer, or greenbelt, and no container shall be allowed to obstruct or reduce any fire lane, fire escape, window, door, or other means of structure or site egress. Additionally, no container shall be permanently placed in any manner that creates nonconformance regarding parking, loading, landscaping, outdoor storage, lot coverage, or other site development standards.

(4) Appearance. All containers displayed for sale or permanently placed shall be maintained in good condition and free of all graffiti and signage.

(5) Stacking. No container shall be stacked upon another container, or otherwise raised more than eight inches above grade, unless authorized by a building permit for the construction of a structure.

(d) Temporary placement. Except for the active intermodal shipping of containers through commercial or industrial facilities authorized for such shipping, the temporary outdoor placement of shipping containers may only be authorized for the following uses:

(1) Portable storage containers. Portable storage container use in compliance with the temporary uses and structures provisions in Article 7 of Chapter 4.

(2) Construction containers. The storage of construction material and equipment by licensed contractors, incidental to ongoing authorized construction activities within the parcel on which, and during the time within which, the construction has been authorized.

(3) Seasonal storage. Excluding Perdido Key parcels, the seasonal storage of merchandise within a parcel whose authorized principal use is the retail sales for which the merchandise is stored. On mainland parcels, this storage is limited to containers remaining in active intermodal shipping service, stored on site for a maximum 120 days per calendar year, and placed only within side or rear yards. On Pensacola Beach parcels, the terms of any seasonal use of containers shall be defined by a site-specific written agreement with the SRIA prior to use.

(e) Permanent placement. The permanent outdoor placement of a shipping container may only be authorized by permit, and only as a change of use from its original intermodal shipping to use as a structure or for the sales or bulk storage of containers. Permanent placement for any use is prohibited on Perdido Key and Pensacola Beach. Elsewhere, a permit may authorize one or more containers on the same parcel when in compliance with the provisions of this section and the other applicable provisions of the LDC.

(1) Residential use. On parcels of residential use, shipping containers may only be converted to storage sheds or other accessory structures in compliance with the *Florida Building Code* and the following specific conditions:

a. Zoning. The parcel of the dwelling is zoned Agricultural (Agr), Rural Residential (RR), Rural Mixed-use (RMU), Commercial (Com), Heavy Commercial and Light Industrial (HC/LI), or Industrial (Ind).

b. Parcel size. If within Agr, RR, or RMU zoning, the parcel of the dwelling is no less than 2 acres in size; and if within Com, HC/LI, or Ind, the parcel is no less than one-half acre.

c. Platted lot. No container is within the lot of a platted single-family subdivision, as single-family use is determined from the plat, covenants, or existing lot development.

d. Quantity. There are no more than two shipping containers of any size on the parcel of the dwelling.

e. Placement. The placement of containers is limited to the rear yard of the dwelling, with a minimum setback of 10 feet from any property line of the dwelling parcel.

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f. Screening. At the time of placement, the containers are substantially screened from view from any adjoining property, including public rights-of-way, by any combination of evergreen vegetation, berms, and authorized permanent structures, including dwellings, fences, and walls.

(2) Non-residential use. On parcels of non-residential use, or where residential is not the predominant use, shipping containers may be placed as items of storage or as accessory structures. However, authorization for one use is not authorization for the other. Containers authorized as structures shall comply with applicable provisions of the *Florida Building Code,* and all uses of containers shall comply with the following specific conditions:

a. Zoning. The use is authorized by the applicable zoning district, either as the principal use or accessory (customary and incidental) to the principal use.

b. Not prohibited. The use is not otherwise prohibited by any condition of development approval.

c. Setbacks. The containers are placed a minimum five feet from the nearest property line, and a minimum 10 feet from any residentially used or zoned property.

d. Buffering. Placement of a container on any parcel with non-conforming buffering for the principal use shall require the provision of buffering in compliance with the current landscaping standards.

e. Size. The containers do not exceed 40 feet in length.

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

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Section 4. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

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ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, TO ESTABLISH REGULATIONS ALLOWING ALTERNATIVE USES OF STANDARD INDUSTRIAL SHIPPING CONTAINERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the placement, scale, and visibility of outdoor storage and accessory structures are appropriate compatibility considerations within the land use regulations of Escambia County; and

WHEREAS, large, standardized, industrial containers designed for the intermodal shipping of goods and commodities by ship, rail, and truck have become increasingly available and attractive for alternative uses; and

WHEREAS, the Escambia County Land Development Code allows industrial shipping containers to be used as portable storage containers for temporary outdoor storage, but does not authorize their use as storage sheds or other permanent residential or non-residential structures; and

WHEREAS, the Escambia County Board of County Commissioners recognizes the need to address the quantity, appearance, location, and appropriate alternative uses of industrial shipping containers, especially in residential areas;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 7 Supplemental Use Regulations

Sec. 4-7.12 Shipping containers.

(a) General conditions. When in compliance with the provisions of this section, shipping containers, as defined herein, may be used outdoors for purposes other than the original industrial intermodal shipping for which they were designed. The primary considerations in any alternative use are whether the container placement will be temporary (as defined in Chapter 6) or permanent and its use residential or non-residential. The specific use of containers as components of structures engineered in compliance with the *Florida Building Code* is not limited by the provisions of this section.

(b) Container defined. For the purposes of this section, a shipping container is a standardized, reusable, and portable industrial container for the intermodal shipping of goods and commodities by ship, rail, and truck. A shipping container may also be known as a cargo container, ISO container, intermodal container, conex (container for export) box, or sea can.

(c) General limits. The following limits apply to all alternative uses and locations of shipping containers outdoors, whether temporary or permanent, residential or non-residential:

(1) Container type. Authorizations within this section are for uses of general purpose dry storage containers, standard (8.5 ft. high) or "high cube" (9.5 ft. high), including tunnel and open side configurations, but not for any use of tank, drum, flat rack, half height, refrigerated, or other special purpose shipping containers.

(2) Other units. The authorizations for alternative uses of shipping containers do not authorize the use of truck bodies, semi-trailers, solid waste containers, tanks, or other vessels for any alternative uses.

(3) Placement. No container shall be placed within any right-of-way, easement, jurisdictional wetland, floodway, drainage swale, buffer, or greenbelt, and no container shall be allowed to obstruct or reduce any fire lane, fire escape, window, door, or other means of structure or site egress. Additionally, no container shall be permanently placed in any manner that creates nonconformance regarding parking, loading, landscaping, outdoor storage, lot coverage, or other site development standards.

(4) Appearance. All containers displayed for sale or permanently placed shall be maintained in good condition and free of all graffiti and signage.

(5) Stacking. No container shall be stacked upon another container, or otherwise raised more than eight inches above grade, unless authorized by a building permit for the construction of a structure.

(d) Temporary placement. Except for the active intermodal shipping of containers through commercial or industrial facilities authorized for such shipping, the

temporary outdoor placement of shipping containers may only be authorized for the following uses:

(1) Portable storage containers. Portable storage container use in compliance with the temporary uses and structures provisions in Article 7 of Chapter 4.

(2) Construction containers. The storage of construction material and equipment by licensed contractors, incidental to ongoing authorized construction activities within the parcel on which, and during the time within which, the construction has been authorized.

(3) Seasonal storage. Excluding Perdido Key parcels, the seasonal storage of merchandise within a parcel whose authorized principal use is the retail sales for which the merchandise is stored. On mainland parcels, this storage is limited to containers remaining in active intermodal shipping service, stored on site for a maximum 120 days per calendar year, and placed only within side or rear yards. On Pensacola Beach parcels, the terms of any seasonal use of containers shall be defined by a site-specific written agreement with the SRIA prior to use.

(e) Permanent placement. The permanent outdoor placement of a shipping container may only be authorized by permit, and only as a change of use from its original intermodal shipping to use as a structure or for the sales or bulk storage of containers. Permanent placement for any use is prohibited on Perdido Key and Pensacola Beach. Elsewhere, a permit may authorize one or more containers on the same parcel when in compliance with the provisions of this section and the other applicable provisions of the LDC.

(1) Residential use. On parcels of residential use, shipping containers may only be converted to storage sheds or other accessory structures in compliance with the *Florida Building Code* and the following specific conditions:

a. Zoning. The parcel of the dwelling is zoned Agricultural (Agr), Rural Residential (RR), Rural Mixed-use (RMU), Commercial (Com), Heavy Commercial and Light Industrial (HC/LI), or Industrial (Ind).

b. Parcel size. If within Agr, RR, or RMU zoning, the parcel of the dwelling is no less than 2 acres in size; and if within Com, HC/LI, or Ind, the parcel is no less than one-half acre.

c. Platted lot. No container is within the lot of a platted single-family subdivision, as single-family use is determined from the plat, covenants, or existing lot development.

d. Quantity. There are no more than two shipping containers of any size on the parcel of the dwelling.

e. Placement. The placement of containers is limited to the rear yard of the dwelling, with a minimum setback of 10 feet from any property line of the dwelling parcel.

f. Screening. At the time of placement, the containers are substantially screened from view from any adjoining property, including public rights-of-

way, by any combination of evergreen vegetation, berms, and authorized permanent structures, including dwellings, fences, and walls.

(2) Non-residential use. On parcels of non-residential use, or where residential is not the predominant use, shipping containers may be placed as items of storage or as accessory structures. However, authorization for one use is not authorization for the other. Containers authorized as structures shall comply with applicable provisions of the *Florida Building Code,* and all uses of containers shall comply with the following specific conditions:

a. Zoning. The use is authorized by the applicable zoning district, either as the principal use or accessory (customary and incidental) to the principal use.

b. Not prohibited. The use is not otherwise prohibited by any condition of development approval.

c. Setbacks. The containers are placed a minimum five feet from the nearest property line, and a minimum 10 feet from any residentially used or zoned property.

d. Buffering. Placement of a container on any parcel with non-conforming buffering for the principal use shall require the provision of buffering in compliance with the current landscaping standards.

e. Size. The containers do not exceed 40 feet in length.

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14517 **Growth Management Report 9. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/02/2018
Issue: 5:49 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for GAC McDavid Borrow Pit
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for GAC McDavid Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for GAC McDavid Borrow Pit, located at 107 Sigler Road, property reference number 34-5N-31-4101-000-004.

BACKGROUND:

GAC McDavid Borrow Pit is a new mineral resource extraction borrow pit located at 107 Sigler Road within the north end of Escambia County. The proposed activity will occur on approximately 34 (+/-) acre site.

At the February 19, 2015, Board of County Commissioners' (BCC) Regular Meeting, the BCC unanimously approved adopting (by Ordinance Number 2015-5) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years); (incorporate the grandfathering provisions provided in the Errata Sheet and) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future" as referenced in the Board's minutes for existing operations.

Along with the direction given from the BCC on February 19, 2015, regarding existing borrow pit operations, the Board adopted new language for new mineral resource extraction and borrow pit operations within Escambia County with the

aforementioned ordinance. Thus, this new mineral resource extraction borrow pit must comply with all the current and relevant provisions for mineral resource extraction and borrow pit operations within Escambia County, as approved by the Escambia County Board County Commissioners on February 19, 2015.

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

Article VIII. - Borrow Pits and Reclamation, Section 42-324, Scope and compliance, of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

On June 20, 2018, the Development Order, along with the approved site plan and its associated documents, was approved contingent upon the approval of the County Resource Extraction Permit at a duly advertised public hearing with the Escambia County Board of County Commissioners (BCC). Failure to obtain approval of the County Resource Extraction Permit will automatically nullify and void the Development Order and the approved site plans and its documents associated with the subject parcel.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

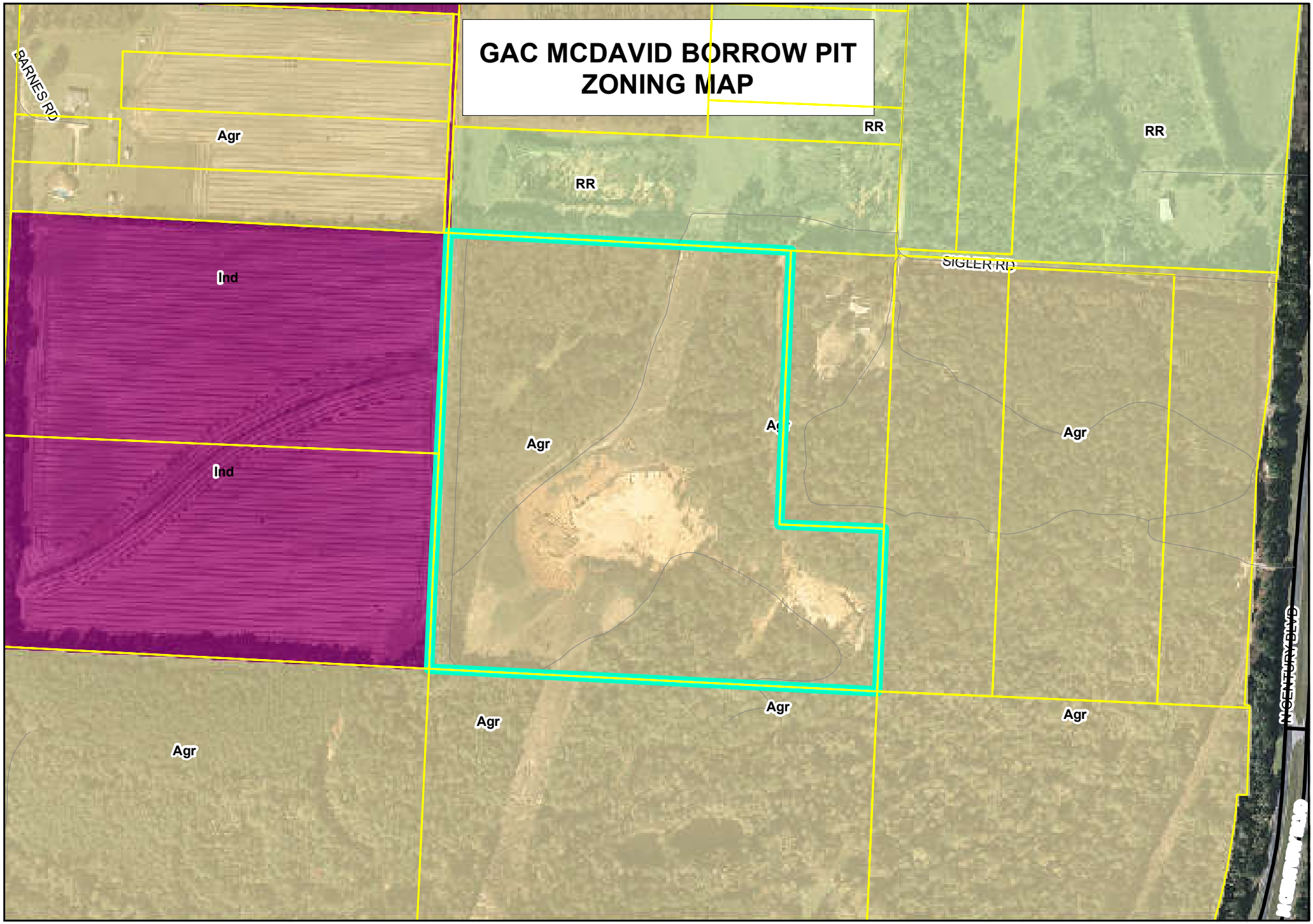
The recommendation is in compliance with Chapter 42, Article VIII, Borrow Pits and Reclamation, of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

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

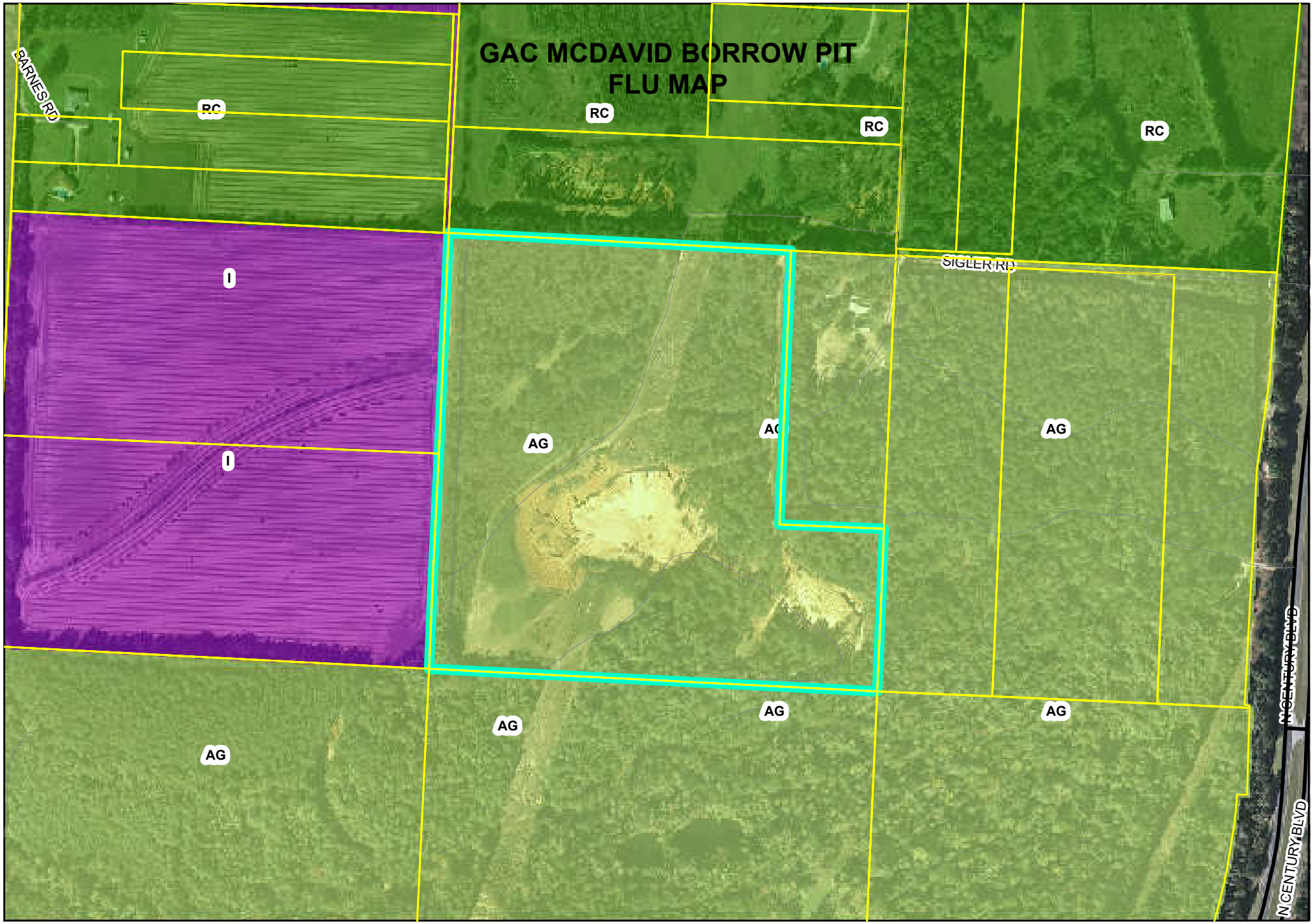
Attachments

Zoning Map
FLU Map
Site Plan
Development Order with Exhibits



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

Create Date: 4/30/2018



0 310 620 930 1,240 Feet

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

N

Create Date: 4/30/2018

SITE PLANS FOR

GAC–McDavid BORROW PIT

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
DRC Chairman Signature
Development Services Director or Designee
6/20/18
Date
This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

SECTION 34 TOWNSHIP 5 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

107 SIGLER RD
McDAVID, FL 32568

OWNER/DEVELOPER:
GULF ATLANTIC CONSTRUCTORS INC
650 W OAKFIELD RD
PENSACOLA, FL 32503

SITE PLAN

1. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS–BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY, OR PROVIDE "AS–BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS. THE "AS–BUILT" CERTIFICATION OR THE "AS–BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.

2. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.

3. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.

4. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.

5. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS–BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF POND(S), OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.

6. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT (850) 595–3472. AS–BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.

7. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W; 1–800–432–4770.

8. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS–BUILT" SIGN OFF FROM THE COUNTY.

1. EXISTING UTILITIES HAVE BEEN SHOWN ON PLANS FROM BEST AVAILABLE INFORMATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION & PROTECTING ALL UTILITIES INCLUDING THOSE NOT SHOWN.

2. FLORIDA STATE STATUTE 553.851 REQUIRES THAT ALL EXCAVATORS NOTIFY GAS COMPANIES OF THEIR INTENTION TO PERFORM ANY EXCAVATION AT LEAST FORTY–EIGHT (48) HOURS (EXCLUDING SAT.,SUN. & HOLIDAYS) PRIOR TO BEGINNING WORK.

3. CONTRACTOR SHALL NOTIFY THE ECUA, AND THE ESCAMBIA COUNTY ENGINEER 72 HOURS PRIOR TO THE COMMENCEMENT OF THIS PROJECT.

4. PROPERTY OBSTRUCTIONS WHICH ARE TO REMAIN IN PLACE, SUCH AS BUILDINGS, SEWER, STORM DRAINS, WATER OR GAS PIPES, ELECTRICAL CONDUITS, POLES, WALLS, POSTS, ETC., ARE TO BE CAREFULLY PROTECTED AND ARE NOT TO BE DISPLACED, UNLESS NOTED.

5. CONTRACTOR SHALL DISPOSE OF BY HAULING AWAY ALL EXCESS MATERIAL.

6. CONTROL OF SEDIMENTATION AND EROSION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

7. LOCATION OF EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE ONLY AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION BEFORE CONSTRUCTION. FAILURE OF THE PLANS TO SHOW THE EXISTENCE OF ANY UNDERGROUND UTILITIES, STRUCTURES, ETC., SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF LOCATING, PRESERVING AND PROTECTING SAID UTILITY ... STRUCTURES

8. ACCORDING TO THE SURVEY, THERE IS EXISTING PERMITER FENCING. A SECURITY FENCE WITH APPROPRIATE GATES FOR ACCESS, NOT LESS THAN 6' ABOVE GRADE, IS REQUIRED ALONG THE OUTER PERIMETER OF THE EXCAVATED AREA.

9. THERE SHALL BE A 25' PERIMETER BUFFER INSIDE THE PERIMETER FENCE WHERE NO EXCAVATION, PIT OPERATIONS, PARKING, STORAGE OR DISPOSAL OF DEBRIS SHALL OCCUR.

PROPERTY I.D NO:
34-5N-31-4101-000-004
ZONING DESIGNATION:AGR
ADJACENT ZONING: RR, I & AGR
FLU DESIGNATION: AGR
ADJACENT FLU: RC, I & AGR

INDEX OF DRAWINGS:

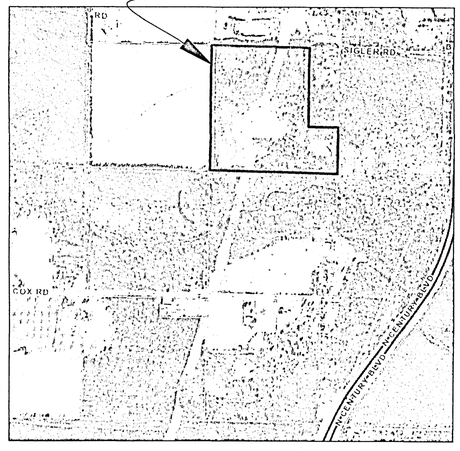
C1 ~ COVER
C2 ~ EXISTING CONDITIONS PLAN
C3 ~ MINING SITE OVERALL PLAN
C4 ~ PLAN & PROFILE A
C5 ~ PLAN & PROFILE B
C6 ~ PLAN & PROFILE C
C7 ~ PLAN & PROFILE D

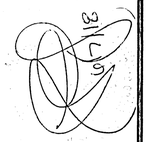
HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH "S" STREET
PENSACOLA, FLORIDA 32505
850-434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

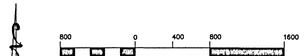
REVISED JUNE 2018

HEI PROJECT #: 16-027

PROJECT LOCATION







VICINITY MAP
GRAPHIC SCALE
(IN FEET)
22" x 34": 1 inch =800 ft.
11" x 17": 1 inch =1600 ft.

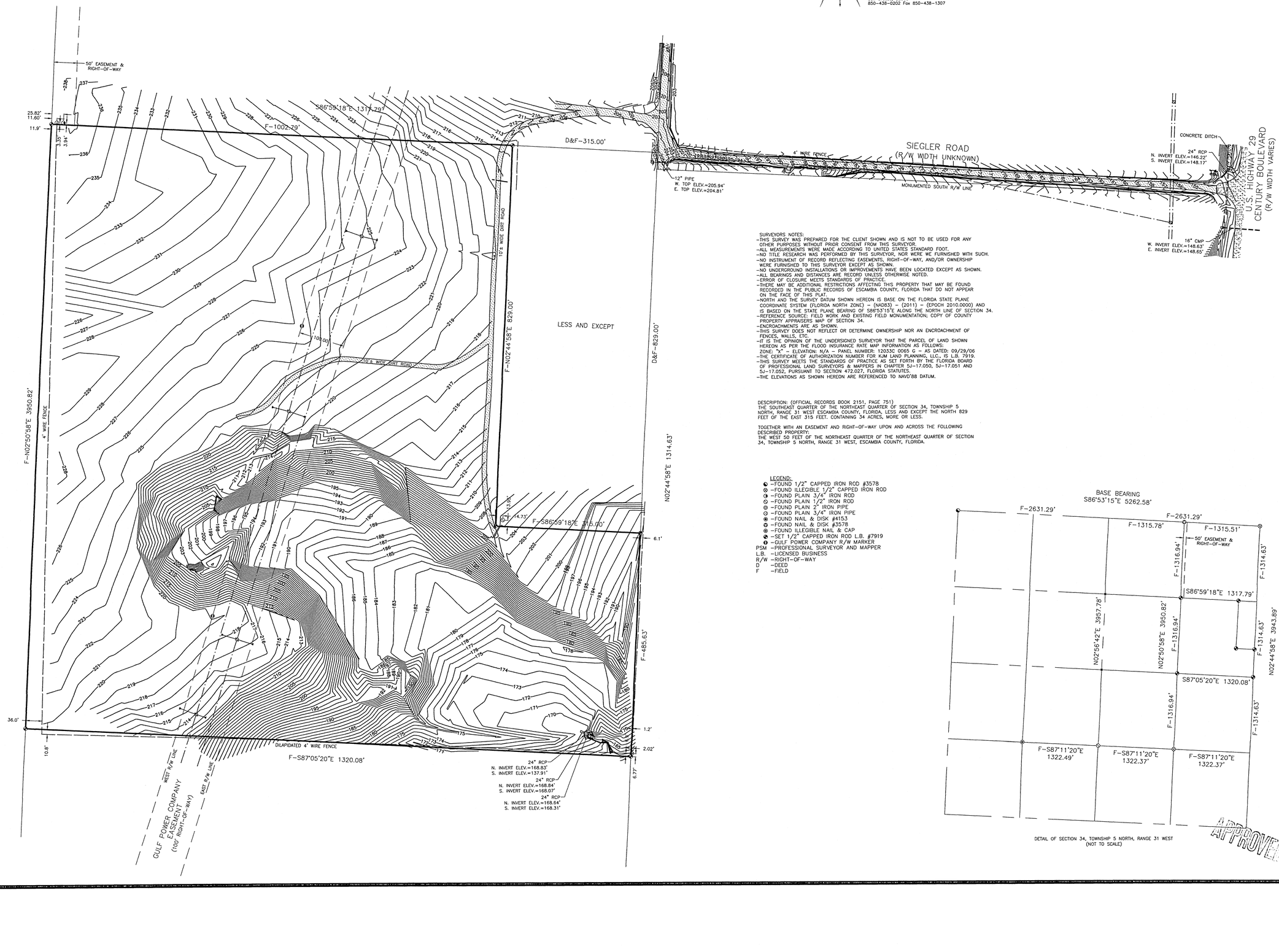
GRAPHIC SCALE

22"x34" SCALE 1 inch = 100 ft.

100 0 50 100 200 400

11"x17" SCALE 1 inch = 200 ft.

MAGNETIC



SITE SURVEY COMPLETED BY:

KJM
Land Planning, LLC.

Kenneth J. Monie
Professional Surveyor and Mapper
2828 Venetian Court
Gulf Breeze, 32563
850-438-0202 Fax 850-438-1307

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.
-NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASE ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE) – (NAD83) – (2011) – (EPOCH 2010.0000) AND IS BASED ON THE STATE PLANE BEARING OF S86°53'15"E ALONG THE NORTH LINE OF SECTION 34.
-REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF COUNTY PROPERTY APPRAISERS MAP OF SECTION 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 0065 G – AS DATED: 09/29/06
-THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.
-THIS SURVEY 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.
-THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NAVD'88 DATUM.

DESCRIPTION: (OFFICIAL RECORDS BOOK 2151, PAGE 751)
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 31 WEST ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 829 FEET OF THE EAST 315 FEET. CONTAINING 34 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT AND RIGHT-OF-WAY UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:
THE WEST 50 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

LEGEND:
- ● –FOUND 1/2" CAPPED IRON ROD #3578
- ⊘ –FOUND ILLEGIBLE 1/2" CAPPED IRON ROD
- ◑ –FOUND PLAIN 3/4" IRON ROD
- ○ –FOUND PLAIN 1/2" IRON ROD
- ◍ –FOUND PLAIN 2" IRON PIPE
- ⊙ –FOUND PLAIN 3/4" IRON PIPE
- ◉ –FOUND NAIL & DISK #4153
- ⊚ –FOUND NAIL & DISK #3578
- ⊛ –FOUND ILLEGIBLE NAIL & CAP
- ◆ –SET 1/2" CAPPED IRON ROD L.B. #7919
- ◐ –GULF POWER COMPANY R/W MARKER

PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
D –DEED
F –FIELD

DETAIL OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 31 WEST (NOT TO SCALE)

APPROVED

NO.	DATE	REVISIONS
1	6/1/2018	REVISED PER ESCAMBIA COUNTY

THIS DRAWING IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 11TH STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS
FOR
GAC-McDAVID BORROW PIT

EXISTING CONDITIONS
PLAN

ESCAMBIA COUNTY FLORIDA

DRAWN BY: CY
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 03-27-18
SCALE: AS SHOWN
NOT RELEASED FOR CONSTRUCTION
BY: DATE:

PROJECT NO: 16-027

SHEET: C2

GRAPHIC SCALE

22"x34" SCALE 1 inch = 100 ft.

100 0 50 100 200 400

11"x17" SCALE 1 inch = 200 ft.

FLOOD ZONE DATA

THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE X (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT) FLOODPLAINS. NO BFE'S OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBER 12033C0065G, MAP REVISION DATED SEPTEMBER 29, 2006.

FLOOD ZONE(S)	NFIP COMMUNITY NUMBER	MAP NUMBER	PANEL NUMBER(S)	SUFFIX	MAP REVISION DATE
X	120080	12033C	0065	G	SEPTEMBER 29, 2006

PARCEL ZONING: AGR

BUILDING SETBACKS REQUIRED:
FRONT SETBACK =40'
REAR SETBACK =40'
SIDE SETBACK = 5'

MAXIMUM IMPERVIOUS SURFACE: 70%
MAXIMUM BUILDING HEIGHT: NO MAXIMUM
STRUCTURE HEIGHT UNLESS PRESCRIBED BY USE.

TOTAL SITE AREA: 1,481,040 SF – 34.0 AC				
IMPERVIOUS and PERVIOUS AREA				
	EXISTING	REMOVE	NEW	NET
BUILDINGS	0 SF	0 SF	0 SF	0 SF
ASPHALT/CONCRETE	0 SF	0 SF	0 SF	0 SF
TOTAL IMPERVIOUS AREA	0 SF	0 SF	0 SF	0 SF
GRAVEL/ROCK	0 SF	0 SF	0 SF	0 SF
LANDSCAPE AREA	1,481,040 SF			1,481,040 SF
PERCENTAGE OF LANDSCAPE	100%			100%

50' EASEMENT & RIGHT-OF-WAY

34-5N-31-1101-000-003
ESCAMBIA COUNTY
221 N. PALAFOX PLACE
PENSACOLA, FL 32502
ZONED: RR
FLU: RC

INSTALL 6' PERIMETER FENCE

BASIN LINE
F-1002.79'

S86°59'18"E 1317.79'

25' PERIMETER BUFFER

EXISITING FENCE TO REMAIN

SEE SHEET C-4 FOR CROSS SECTION

34-5N-31-1201-000-001
SARAH ROBERSON
260 W. ROACH RD.
McDAVID, FL 32568
ZONED: IND
FLU: IND

PIT # 1
44.76 AC BASIN

PLANT
17 CANOPY TREES
9 UNDERSTORY TREES
83 SHRUBS
EXISTING VEGETATION MAY BE USED TOWARDS THESE TOTALS

PIT #2
3.61 AC BASIN

SEE SHEET C-5 FOR CROSS SECTION

LESS AND EXCEPT

34-5N-31-4101-000-007
JERRY SANDERS
101 SIGLER RD.
McDAVID, FL 32568
ZONED: AGR
FLU: AG

F-N02°44'58"E 829.00'

D&F-829.00'

BASIN LINE

INSTALL 6' CHAINLINK PERIMETER FENCE

PROPOSED 10' DIRT ACCESS ROAD

F-N02°50'58"E 3950.20'

34-5N-31-1201-000-000
KATIE MAE JONES ESTATE
250 W. ROACH RD.
McDAVID, FL 32568
ZONED: IND
FLU: IND

SEE SHEET C-6 FOR CROSS SECTION

PLANT
7 CANOPY TREES
4 UNDERSTORY TREES
32 SHRUBS
EXISTING VEGETATION MAY BE USED TOWARDS THESE TOTALS

F-S86°59'18"E 315.00'

PLANT
10 CANOPY TREES
5 UNDERSTORY TREES
49 SHRUBS
EXISTING VEGETATION MAY BE USED TOWARDS THESE TOTALS

34-5N-31-2301-000-000
JERRY SANDERS
PO BOX 846
CENTURY, FL 32535
ZONED: AGR
FLU: AG

N02°44'58"E 1314.63'

F-S85.63'

EXISTING CHAIN LINK FENCE TO REMAIN

PIT #3
17.65 AC BASIN

25' PERIMETER BUFFER

DILAPIDATED 4' WIRE FENCE

F-S87°05'20"E 1320.08'

BENCHMARK
SET "KJM" NAIL & DISK
ELEVATION=213.74'

34-5N-31-4101-000-003
MICHAEL & MIRIAM WHITLEY
50 COX RD.
McDAVID, FL 32568
ZONED: AGR
FLU: AG

PROTECT EX. 24" RCP
N. INVERT ELEV.=168.83'
S. INVERT ELEV.=167.91'

PROTECT EX. 24" RCP
N. INVERT ELEV.=168.04'
S. INVERT ELEV.=168.07'

PROTECT EX. 24" RCP
N. INVERT ELEV.=168.64'
S. INVERT ELEV.=168.31'

INSTALL 300 LF DOUBLE ROW TYPE IV SILT FENCE

EROSION CONTROL MEASURES SHALL BE MAINTAINED THRU OUT OPERATIONS OF THE BORROW PIT.

SEE SHEET C-7 FOR CROSS SECTION

EXISTING F FENCE TO REMAIN

GULF POWER COMPANY EASEMENT (100' RIGHT-OF-WAY)

WEST R/W LINE

EAST R/W LINE

BENCHMARK
SET "KJM" NAIL & DISK
ELEVATION=202.37'

12" PIPE
W. TOP ELEV.=205.94'
E. TOP ELEV.=204.81'

4" WIRE FENCE

SIEGLER ROAD
(R/W WIDTH UNKNOWN)

MONUMENTED SOUTH R/W LINE

CONCRETE DITCH

24" RCP
N. INVERT ELEV.=148.22'
S. INVERT ELEV.=148.17'

U.S. HIGHWAY 29
CENTURY BOULEVARD
(R/W WIDTH VARIES)

16" CMP
W. INVERT ELEV.=148.63'
E. INVERT ELEV.=148.65'

BENCHMARK
SET "KJM" NAIL & DISK
ELEVATION=150.56'

LEGEND:
- ● –FOUND 1/2" CAPPED IRON ROD #3578
- ⊗ –FOUND ILLEGIBLE 1/2" CAPPED IRON ROD
- ◑ –FOUND PLAIN 3/4" IRON ROD
- ○ –FOUND PLAIN 1/2" IRON ROD
- ◎ –FOUND PLAIN 2" IRON PIPE
- ⊙ –FOUND PLAIN 3/4" IRON PIPE
- ⊛ –FOUND NAIL & DISK #4153
- ⊙ –FOUND NAIL & DISK #3578
- ◉ –FOUND ILLEGIBLE NAIL & CAP
- ◆ –SET 1/2" CAPPED IRON ROD L.B. #7919
- ◍ –GULF POWER COMPANY R/W MARKER

PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
D –DEED
F –FIELD

LEGEND:
- DENOTES DEPTH OF ESC. CO. VOL.
- DENOTES DEPTH OF NWFWMD VOL.
- DENOTES EXISTING 4' WIRE FENCE
- DENOTES PROPOSED 6' CHAIN LINK FENCE
- DENOTES EXISTING OVERHEAD UTILITY LINES
- DENOTES TYPE IV SILT FENCE TO BE INSTALLED
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRES

MINING NOTES:

1. HOURS OF OPERATION SHALL BE POSTED ON THE GATE. HOURS OF OPERATION ARE LIMITED TO 6 AM TO 6 PM MONDAY THRU FRIDAY AND 8 AM THRU 2 PM SATURDAY.
2. THE MINING AREA SHALL BE FENCED, GATED AND LOCKED WHEN NOT IN USE.
3. NO SLOPES STEEPER THAN 2:1 ARE PERMITTED.
4. NO TRESPASSING SIGNS SHALL BE PLACED ALONG FENCE EVERY 250'.
5. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND ESCAMBIA COUNTY.
6. PRIOR TO THE START OF MINING, A "NOTICE OF INTENT TO MINE OR MINING OTHER RESOURCES" MUST BE PROVIDED TO THE FDEP.

SURVEYOR'S 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.
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–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.
–NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASE ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE) – (NAD83) – (2011) – (EPOCH 2010.0000) AND IS BASED ON THE STATE PLANE BEARING OF S86°53'15"E ALONG THE NORTH LINE OF SECTION 34.
–REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF COUNTY PROPERTY APPRAISERS MAP OF SECTION 34.
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–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 0065 G – AS DATED: 09/29/06
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–THIS SURVEY 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.
–THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NAVD'88 DATUM.

DESCRIPTION: *PREPARED BY KJM LAND PLANNING LLC*

(OFFICIAL RECORDS BOOK 2151, PAGE 751)
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 31 WEST ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 829 FEET OF THE EAST 315 FEET. CONTAINING 34 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT AND RIGHT-OF-WAY UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:
THE WEST 50 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

APPROVED

NO.	DATE	REVISIONS
1	6/1/2018	REVISED PER ESCAMBIA COUNTY

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HAMMOND ENGINEERING, INC.
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TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
GAC-McDAVID BORROW PIT
OVERALL MINING PLAN
ESCAMBIA COUNTY FLORIDA

DRAWN BY: CY
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 03-27-18
SCALE: AS SHOWN
NOT RELEASED FOR CONSTRUCTION
BY: DATE:

PROJECT NO: 16-027

SHEET: C3

GRAPHIC SCALE

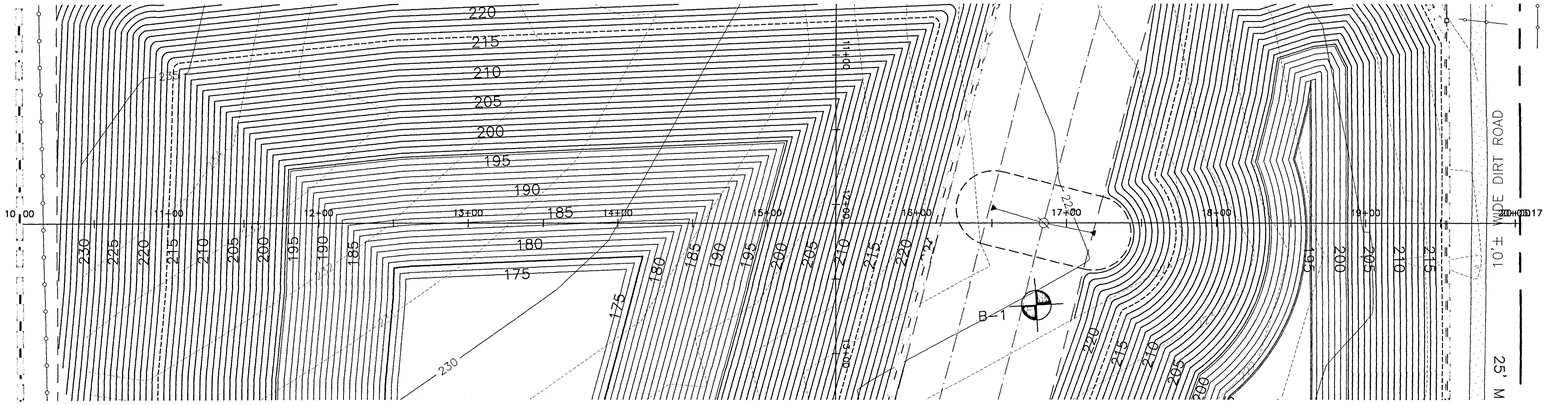
22"x34" SCALE 1 inch = 50 ft.

50 0 25 50 100 200

11"x17" SCALE 1 inch = 100 ft.

LEGEND:

- DENOTES DEPTH OF ESC. CO. VOL.
- DENOTES DEPTH OF NWFWMD VOL.
- DENOTES EXISTING 4' WIRE FENCE
- DENOTES PROPOSED 6' CHAIN LINK FENCE
- DENOTES EXISTING OVERHEAD UTILITY LINES
- DENOTES TYPE IV SILT FENCE TO BE INSTALLED
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRES



NOTES:

1. EXCAVATION SLOPE REQUIREMENTS: THE ANGLE OF REPOSE FOR BORROW PIT/MINING SLOPES SHALL BE NO GREATER THAN 2:1, UNLESS A PROFESSIONAL ENGINEER OR PROFESSIONAL GEOLOGIST CERTIFIES THAT THE ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING, FACTORING INTO ACCOUNT THE TYPE OF SOIL (I.E. CLAY, SAND, ETC.) AND PERTINENT ENVIRONMENTAL CONDITIONS OF THE AREA.
2. RECLAMATION TO CONSIST OF RE-ESTABLISHING, RE-GRADING, AND STABILIZING OF SLOPES TO 4:1 MAX.
3. A MINIMUM 3.5' HIGH BERM SHALL REMAIN ON ALL SIDES OF RECLAIMED BORROW PIT AREA.

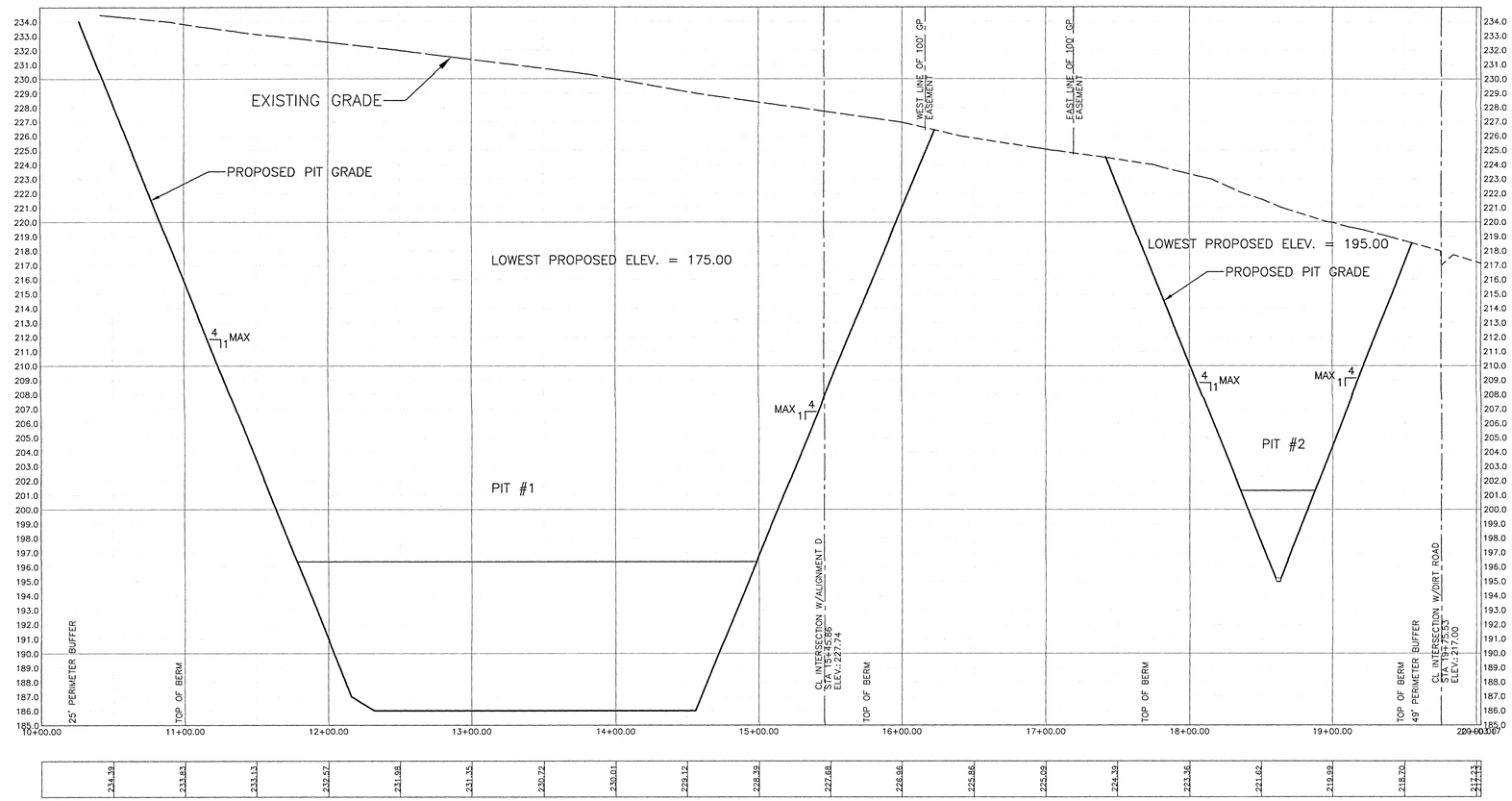
PROFILE A

GRAPHIC SCALE

50 0 25 50

22"x34" SCALE 1 inch = 50 ft.
11"x17" SCALE 1 inch = 100 ft.

VERTICAL SCALE:
22"x34" SCALE
1 inch = 5 ft.
11"x17" SCALE
1 inch = 10 ft.



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GRAPHIC SCALE

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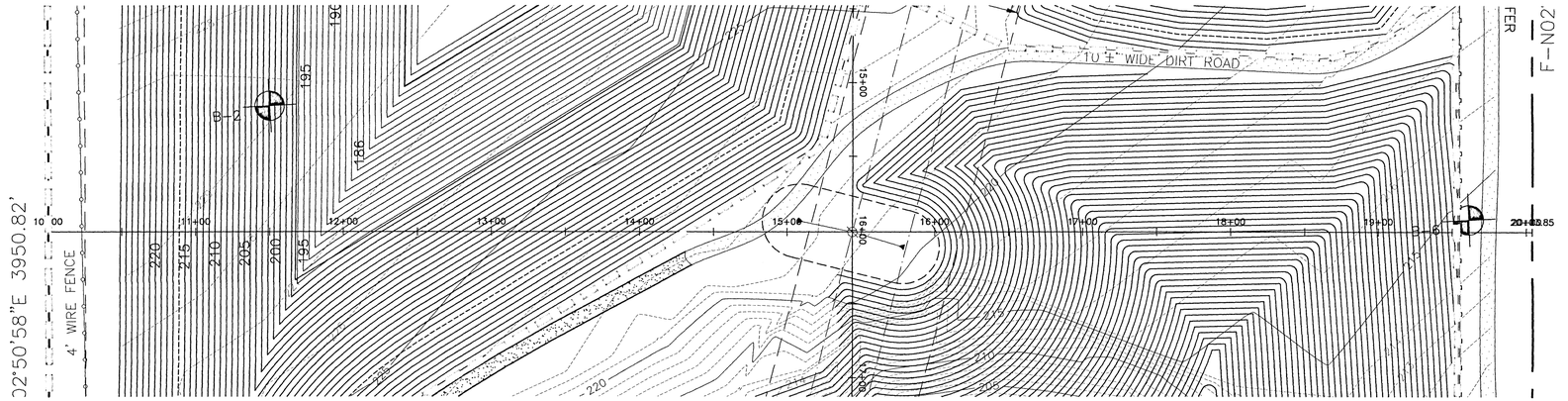
50 0 25 50 100 200

11"x17" SCALE 1 inch = 100 ft.



LEGEND:

- DENOTES DEPTH OF ESC. CO. VOL.
- DENOTES DEPTH OF NWFWMD VOL.
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- DENOTES PROPOSED 6' CHAIN LINK FENCE
- DENOTES EXISTING OVERHEAD UTILITY LINES
- DENOTES TYPE IV SILT FENCE TO BE INSTALLED
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRES

NOTES:

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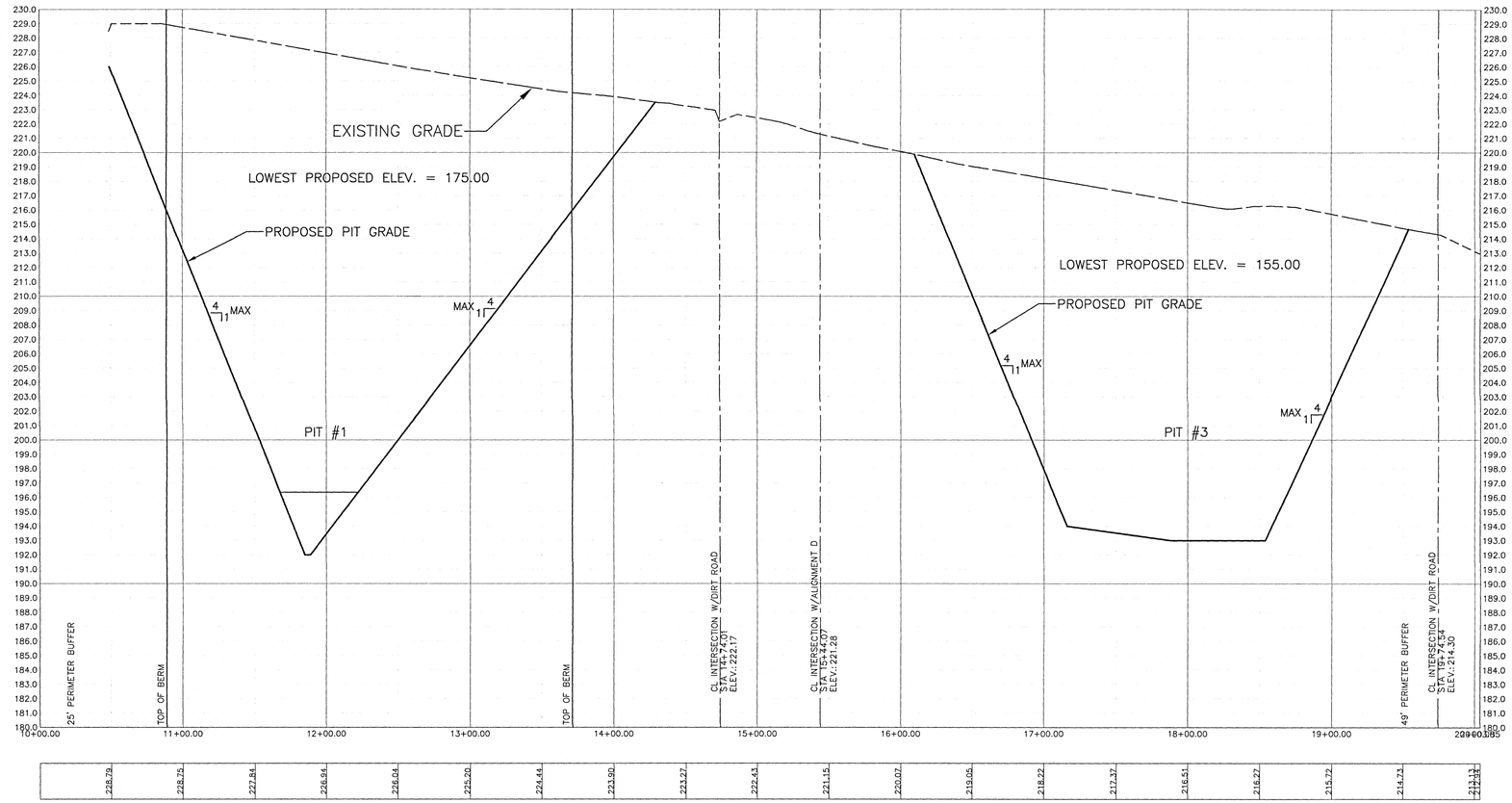
PROFILE B

GRAPHIC SCALE

50 0 25 50

22"x34" SCALE 1 inch = 50 ft.
11"x17" SCALE 1 inch = 100 ft.

5 2.5 0 **VERTICAL SCALE:**
22"x34" SCALE 1 inch = 5 ft.
11"x17" SCALE 1 inch = 10 ft.



APPROVED

NO.	DATE	REVISIONS
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TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
GAC-McDAVID BORROW PIT

PROFILE B

ESCAMBIA COUNTY FLORIDA

DRAWN BY: CY
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 03-27-18
SCALE: AS SHOWN
NOT RELEASED FOR CONSTRUCTION
BY: DATE:

PROJECT NO: 16-027

SHEET: C5

GRAPHIC SCALE

22"x34" SCALE 1 inch = 50 ft.

50 0 25 50 100 200

11"x17" SCALE 1 inch = 100 ft.

NOTES:
1. EXCAVATION SLOPE REQUIREMENTS: THE ANGLE OF REPOSE FOR BORROW PIT/MINING SLOPES SHALL BE NO GREATER THAN 2:1, UNLESS A PROFESSIONAL ENGINEER OR PROFESSIONAL GEOLOGIST CERTIFIES THAT THE ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING, FACTORING INTO ACCOUNT THE TYPE OF SOIL (I.E. CLAY, SAND, ETC.) AND PERTINENT ENVIRONMENTAL CONDITIONS OF THE AREA.
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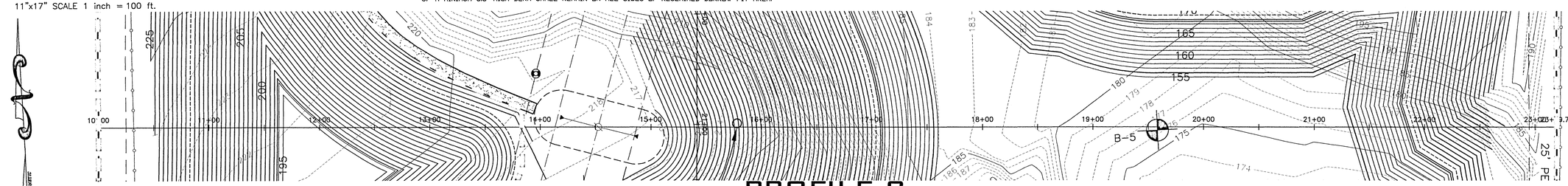

PROFILE C

LEGEND:
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- DENOTES EXISTING 4' WIRE FENCE
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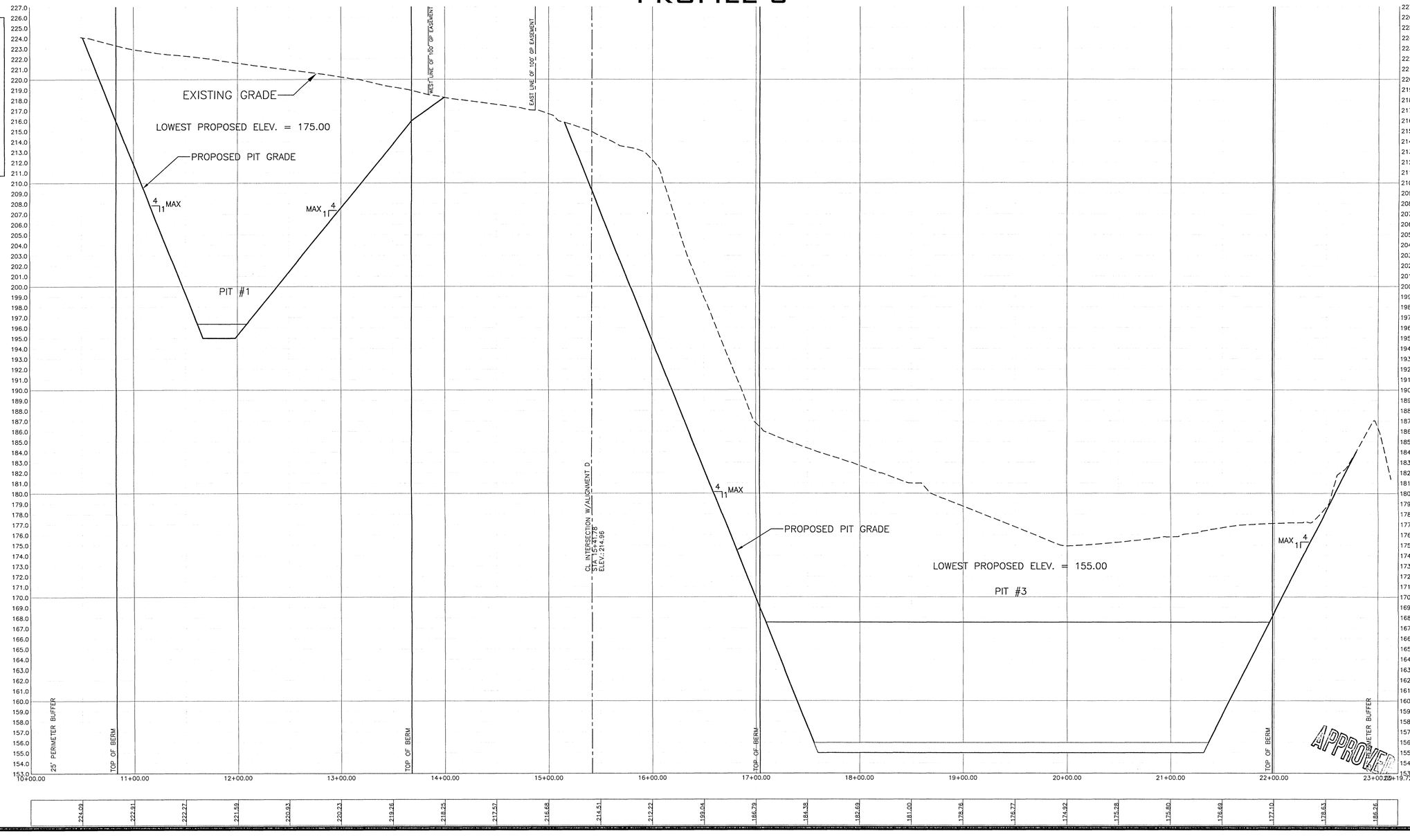

GRAPHIC SCALE

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22"x34" SCALE 1 inch = 50 ft.
11"x17" SCALE 1 inch = 100 ft.

VERTICAL SCALE:
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1 inch =10 ft.

224.03 222.81 222.27 221.59 220.93 220.23 219.26 218.25 217.57 216.68 214.51 212.22 199.04 186.73 184.38 182.69 181.00 178.76 176.77 174.92 175.28 175.80 176.68 177.10 178.61 186.28

APPROVED

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TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR GAC-McDAVID BORROW PIT

PROFILE C

ESCAMBIA COUNTY FLORIDA

DRAWN BY: GY
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 03-27-18
SCALE: AS SHOWN
NOT RELEASED FOR CONSTRUCTION
BY: DATE:

PROJECT NO: 16-027

SHEET: C6

GRAPHIC SCALE

22"x34" SCALE 1 inch = 50 ft.

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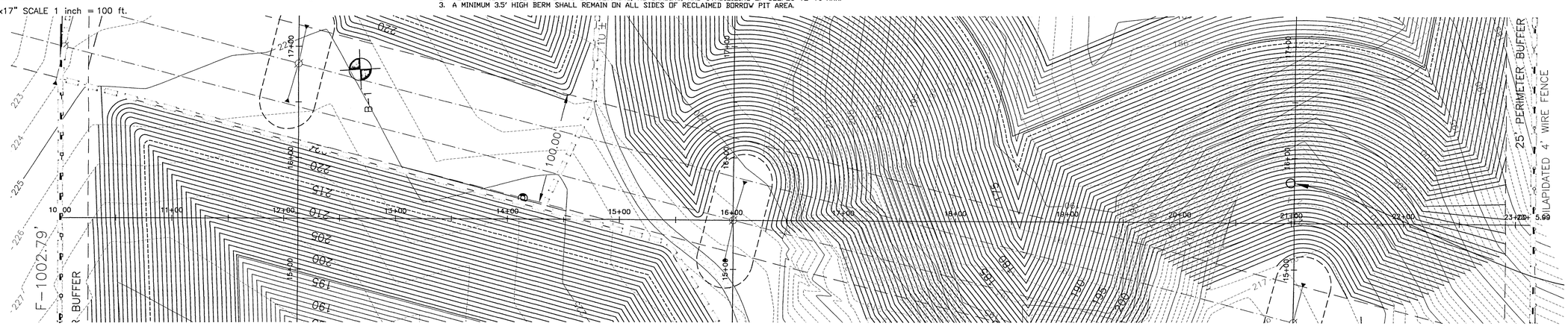

PROFILE D

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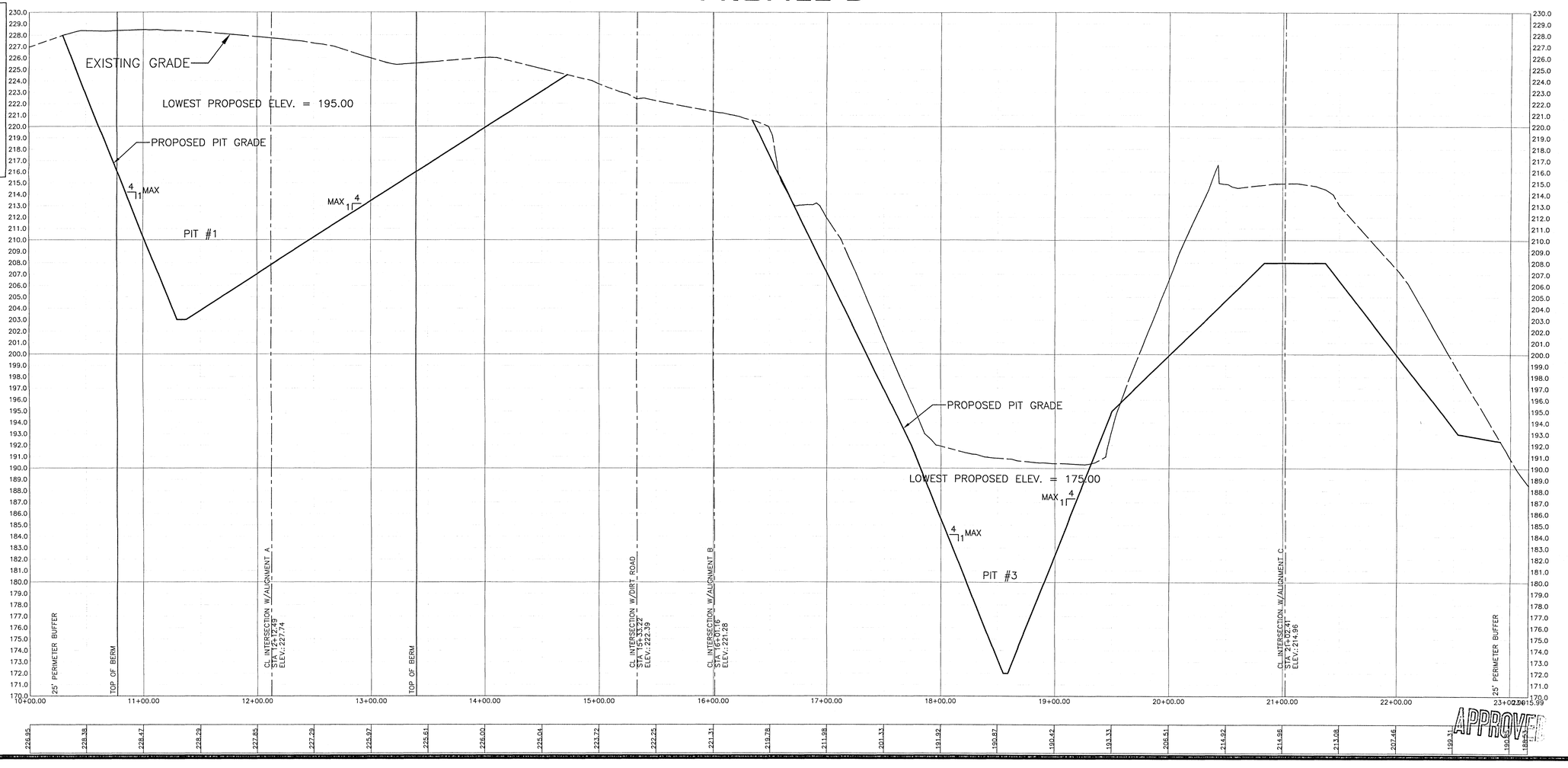

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SITE DEVELOPMENT PLANS FOR
GAC-McDAVID BORROW PIT
PROFILE D
ESCAMBIA COUNTY FLORIDA

DRAWN BY: CY
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 03-27-18
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BY: DATE:

PROJECT NO: 16-027

SHEET: C7

SITE PLAN

RESOURCE EXTRACTION DEVELOPMENT ORDER

"Borrow Pits and Reclamation Activities"

Project: GAC McDavid Borrow Pit
Location: 107 Sigler Rd
Development Review #: 18041360PSP
Property Reference #: 34-5N-31-4101-000-004
Exhibit A: Reclamation Plan
Exhibit B: Resource Extraction Permit
Exhibit C: Annual Compliance Affidavit

Future Land Use: Ag
Zoning District: Agr
Flood Zone: X

PROJECT DESCRIPTION

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for GAC Borrow Pit with a laydown yard for construction materials proposed as their future reclamation. The project description is the development of a 34.02-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertised public hearing.

4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.

5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition.

10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 4-7.6(b)(2)a. Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 4-7.6(b)(2)b. Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permitee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

Development Review Committee (DRC) Recommendation

Having completed development review of the **GAC McDavid Borrow Pit,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

6/20/18

Director, Development Services Department Date

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

EXHIBIT
tabbies
A

REC'D APR 26 2018

Stormwater Management & Reclamation Plan for

GAC-McDavid Borrow Pit

107 Sigler Road
McDavid, FL 32568

HEI Project 16-027

April 25, 2018

3802 North "S" STREET PENSACOLA, FL 32505
850 434-2603 PH 850 434-2650 FAX TOM@SELANDDESIGN.COM

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Proposed Mining Activity	1
Reclamation Activities	1
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Reclamation - Stormwater Management_Pit #1	2
Reclamation - Stormwater Management_Pit #2	3
Reclamation - Stormwater Management_Pit #3	3

Appendix A - Basin Map

Appendix B - Geotechnical Exploration

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

GAC-McDavid Borrow Pit
Stormwater Management & Reclamation Plan
April 25, 2018

Existing Conditions

The proposed borrow pit activity will occur on the majority of the 34.0 ac site. The parcel contains NO jurisdictional wetlands. Please see attached Environmental Report. Portions of the parcel has been excavated for borrow in the past. The site is bisected from North to South by a 100' wide Gulf Power Easement containing Gulf Power transmission line infrastructure. As directed in an onsite meeting with Gulf Power Staff, no borrow activities are proposed within 25' of any Gulf Power infrastructure and vehicle access to each shall remain in place.

Proposed Mining Activity

There will be no buildings or permanent mining equipment constructed or used at the site. The activity will include digging out material for use in construction projects. The material will be stockpiled and transported offsite. The actual size and location of the pit inside the limits of borrow pit activity will be determined by where construction grade types of material are located.

Reclamation Activities

The owner of the subject parcel intends to use the resulting pit as stockpile yard for the storage of different types of construction materials such as asphalt millings, crushed concrete, and fill material. The final reclamation will consist of the following activities:

1. All borrow pit and processing equipment will be removed from the site.
2. All manmade structures will be removed from the site.
3. The area of borrow pit activity will be graded to a 4:1 or flatter slope.
4. Disturbed acreage will be re-vegetated by means of seeding.
5. Best management practices will be utilized to minimize erosion.
6. A topographic survey of the completed reclamation will be provided along with calculations showing the resulting stockpile yard will attenuate the runoff from a 100-year event without exacerbating downstream conditions.

Borrow Pit - Stormwater Management

The total offsite contributing area to the proposed borrow pit site and future stockpile yard is approximately 34.02 ac. The total contributing area for the borrow pit project is 68.02 ac. The post development runoff coefficient for this area will not increase. Therefore, there will not be an increase in the runoff rate due to the project.

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850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM

Escambia County

The volume required to attenuate a 100-year storm over the new impervious area is zero since we are not increasing the runoff coefficient.

NWFWMD

The volume required to treat the 1st inch of runoff from the proposed impervious area of 0 sf = 1"x1'/12"x 0 sf = 0 cf.

Reclamation – Stormwater Management

Reclaimed Pit 1 (Western most Pit – 12.74 onsite+34.02 offsite = 44.76 ac)

Pre-development runoff time of concentration for pit 1 is 4.75 hours resulting in a rainfall intensity of 1.65 inches per hour (100-year event). The runoff rate is (0.3) (1.65) (44.76) = 22.16 cfs.

The volume required for this runoff rate = 22.16 cfs x 284.75 min x 60 sec/min = 378,604 cf or 8.69 ac feet.

This would be the minimum volume needed to be provided above the final bottom elevation of the reclaimed borrow pit. The bottom elevation of the reclaimed borrow pit will be located at elevation 175.0.

The top area at the top of berm elevation 216.0 of the proposed stockpile yard/reclaimed borrow pit is 7.73 ac. The bottom area of the borrow pit elevation 175.0 is 0.60 ac. The average area is 4.165 ac or 181,427 sf.

Escambia County
The minimum volume divided by the average area = 378,604 cf/181,427 sf = a minimum depth of 2.09 feet. Therefore, the final depth of on the downstream side of the reclaimed borrow pit will have to be greater than 2.09 feet.

NWFWMD
The minimum volume retained in the pit is the volume generated by back to back 25-year, 24-hour rainfall events. That volume is calculated as 44.76 ac x 43,560 sf/ac x 0.45 in/hour x 1ft/12" x 48 hours = 3,509,542 cf. The volume divided by the average area = 3,509,542 cf /181,427 sf = a minimum depth of 19.34 feet. Therefore, the final berm on the downstream side of the reclaimed borrow pit will have to be greater than 19.34 feet. Add 1 ft of freeboard as a safety factor and the final berm on the downstream side of the reclaimed borrow pit will have to be 20.34 feet or greater. **This berm height is the minimum required to meet Escambia County and NWFWMD requirements.**

Reclaimed Pit 2 (Northeastern most Pit – 3.61 ac)

Pre-development runoff time of concentration for the site is 20.8 minutes resulting in a rainfall intensity of 7.5 inches per hour (100-year event). The runoff rate is (0.3) (7.5) (3.61) = 8.12 cfs.

The volume required for this runoff rate = 8.12 cfs x 20.8 min x 60 sec/min = 10,137 cf or 0.23 ac feet.

This would be the minimum volume needed to be provided above the final bottom elevation of the reclaimed borrow pit. The bottom elevation of the reclaimed borrow pit will be located at elevation 195.0.

The top area at the top of berm elevation 217.0 of the proposed stockpile yard/reclaimed borrow pit is 2.01 ac. The bottom area of the borrow pit elevation 195.0 is 0.13 ac. The average area is 1.07 ac or 46,585 sf.

Escambia County
The minimum volume divided by the average area = 10,137 cf/46,585 sf = a minimum depth of 0.22 feet. Therefore, the final depth of on the downstream side of the reclaimed borrow pit will have to be greater than 0.22 feet.

NWFWMD
The minimum volume retained in the pit is the volume generated by back to back 25-year, 24-hour rainfall events. That volume is calculated as 3.16 ac x 43,560 sf/ac x 0.45 in/hour x 1ft/12" x 48 hours = 247,769 cf. The volume divided by the average area = 247,769 cf /46,585 sf = a minimum depth of 5.32 feet. Therefore, the final berm on the downstream side of the reclaimed borrow pit will have to be greater than 5.32 feet. Add 1 ft of freeboard as a safety factor and the final berm on the downstream side of the reclaimed borrow pit will have to be 6.32 feet or greater. **This berm height is the minimum required to meet Escambia County and NWFWMD requirements.**

Reclaimed Pit 3 (Southeastern most Pit – 17.65 ac)

Pre-development runoff time of concentration for the basin is 118 minutes resulting in a rainfall intensity of 3.0 inches per hour (100-year event). The runoff rate is (0.3) (3.0) (17.65) = 15.89 cfs.

The volume required for this runoff rate = 15.89 cfs x 118 min x 60 sec/min = 112,466 cf or 2.58 ac feet.

This would be the minimum volume needed to be provided above the final bottom elevation of the reclaimed borrow pit. The bottom elevation of the reclaimed borrow pit will be located at elevation 155.00.

EXHIBIT
tabbies
B

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: GAC-McDavid Borrow Pit
Location: 107 Sigler Rd
Development Review #: 18041360PSP
Property Reference #: 34-5N-31-4101-000-004

Future Land Use: AGI
Zoning District: Agr
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit # **REP 2018A**, as amended by Site Plan Resource Extraction Development Order # 18041360PSP.

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

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

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

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

6. The date of issuance of this permit is the ____ day of June, 2018, and the effective date is _____, 2018. The expiration date of this permit is _____, 2023.

_____
County Staff Designee *{Please Print)*

_____
Signature(s)

I acknowledge receipt of this permit on the _____day of _____, 2018.

_____
Property Owner(s) *[Please Print)*

_____
Signature

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section _____, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, _____ (name), as _____(title) of _____(name of corporation), do hereby attest and affirm:

1. The property located at _____ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.

2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".

3. The percentage of the usable site that has been excavated is _____ percent.

4. The estimated remaining life span for permitted activities on the site is _____ years.

5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

_____

_____

_____

_____

FURTHER AFFIANT SAYETH NAUGHT.

Dated this _____ day of _____, 2018

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Corporation

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 2018, by _____(name) as_____(title) of _____ (name of corporation), on behalf of the corporation. He/she (_) is personally known to me, or (_) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14516 **Growth Management Report 9. 7.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/02/2018
Issue: 5:50 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 3, Zoning Regulations
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial District, Subsections 3-2.11(a), 3-2.11(b), 3-2.11(b)(6), 3-2.11(c), 3-2.11(d)(8), 3-2.11(g)

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial district (HC/LI), Subsection 3-2.11(a), Purpose; Subsection 3-2.11(b), Permitted Uses; Subsection 3-2.11(b)(6), Industrial and Related; Subsection 3-2.11(c) Conditional Uses; Subsection 3-1.22(d)(8), Site and Building Requirements, Other Requirements; creating Subsection 3-2.11(g), Performance Standards for Certain Parcels, to address industrial uses which are zoned HC/LI and located within Mixed-Use Suburban (MU-S) Future Land Use category.

This hearing serves as the second of two public hearings.

BACKGROUND:

The Board of County Commissioners found that the consolidation of zoning districts included in the April 16, 2015, adoption of the Land Development Code did not eliminate all occurrences of zoning districts that appear to allow uses, density, or other intensities of use not authorized by the prevailing purposes and associated provisions of applicable future land use categories. They found that there are occurrences of Heavy Commercial and Light Industrial (HC/LI) zoning within the Mixed-Use Suburban (MU-S) future land use category that are inconsistent. This action is remedial in nature following DEO's recent determination in DEO Case Number 18-003.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Draft Ordinance from 7/5 BCC Meeting
Modified Draft Ordinance
Clean Ordinance

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, SECTION 3-2.11 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), SUBSECTION 3-2.11(a), PURPOSE; SUBSECTION 3-2.11(b), PERMITTED USES; SUBSECTION 3-2.11(b)(6), INDUSTRIAL AND RELATED; SUBSECTION 3-2.11(c) CONDITIONAL USES; SUBSECTION 3-2.11(d)(8), SITE AND BUILDING REQUIREMENTS, OTHER REQUIREMENTS; CREATING SUBSECTION 3-2.11(g), PERFORMANCE STANDARDS FOR CERTAIN PARCELS; TO ADDRESS INDUSTRIAL USES WHICH ARE ZONED HC/LI AND LOCATED WITHIN THE MIXED-USE SUBURBAN (MU-S) FUTURE LAND USE CATEGORY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Legislature of the State of Florida has, in Chapter 163, Florida Statutes, directed local governments to each adopt a comprehensive plan that provides the principles, guidelines, standards, and strategies for orderly and balanced future development within their jurisdictions, that includes a future land use element designating the future general distribution, location, and extent of the uses of land, and that provides meaningful guidelines for the content of more detailed land development and use regulations; and

WHEREAS, the Escambia County Board of County Commissioners has, within the future land use element of the adopted Escambia County Comprehensive Plan, established future land use categories and related policies to form future land use patterns that encourage compact and mixed-use urban development, support transit, provide a clear separation between urban, suburban, and rural areas, and provide protection for existing agricultural areas; and

WHEREAS, the Board has, within the regulations of the county's Land Development Code, established one or more zoning districts containing specific and detailed provisions necessary to implement the established purpose and the general distribution, location, and extent of uses of each future land use category within the Comprehensive Plan; and

WHEREAS, the Board finds that the consolidation of zoning districts included in the April 16, 2015, adoption of the Land Development Code did not eliminate all occurrences of zoning districts that appear to allow uses, density, or other intensities of use not authorized by the prevailing purposes and associated provisions of applicable future land use categories; and

WHEREAS, the Board finds that there are occurrences of Heavy Commercial and Light Industrial (HC/LI) zoning within the Mixed-Use Suburban (MU-S) future land use category; and

WHEREAS, the Board finds that it is in the best interests of the health, safety, and welfare of the public to address inconsistency created by HC/LI zoning within the MU-S future land use category.

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

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

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

(b) Permitted uses. If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned general commerce district (C-2), gateway business district (GBD), gateway industrial district (GID), industrial district (ID-1), or industrial district commerce park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the commercial (COM) zoning district as prescribed in the preceding section of this article, except industrial. Therefore, any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the permitted uses are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions See also conditional uses in this district.

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

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(6) Industrial and related. ~~Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.~~, not allowed within MU-S.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial, ~~not allowed within MU-S.~~

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning, ~~not allowed within MU-S~~.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category and previously zoned Gateway Business District (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the conditional uses are limited to those of the Commercial (Com) district as prescribed in the preceding section of this article, except industrial:

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(1) Residential. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) Retail services. Restaurants not among the permitted uses of the district.

(3) Public and civic. Cinerators.

(4) Recreation and entertainment.

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) Industrial and related, not allowed within MU-S.

a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

(7) Other uses.

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a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

(1) Density. A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C), and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

c. Corner lots. Will have one front setback and one side setback.

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Parcels within MU-S previously zoned GBD. The previous GBD zoning district was intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive, well planned business community. The GBD district was characterized by community-serving commercial uses located adjacent to or in immediate proximity to the US 29 corridor and in immediate proximity to SR 97. For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility. See Sec. 3-2.11(g).

c. Planned Business Development if within parcels previously zoned GBD and located within MU-S. Minimum parcel size two acres.

1. **Definition.** Planned Business Development *(PBD).* An area of a minimum contiguous size to be planned, developed, operated, and maintained as a single entity and containing one or more structures to accommodate retail, service, commercial, or office uses, or a combination of such uses, and appurtenant common areas and accessory uses incidental to the predominant uses.
2. **Intent and purpose of planned developments**.

   The intent of these developments is to assure excellence in site planning and design in order to accomplish the objectives of the district in which the development is being located and to assure that incompatibilities between adjacent uses are adequately addressed. The PBD must be a minimum parcel size of two acres and a maximum of 30,000 square feet.
3. **Processing planned developments.** The department shall forward copies of the preliminary development plan to the members of the development review committee. The development review committee shall consider:
   - **a.** Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.
   - **b.** The nature of the proposed development, including land use types and densities; the approximate total ground coverage of paved areas and structures and types of water and sewer treatment systems.
   - **c.** Conformity of the proposed development with the Comprehensive Plan, this Code and other applicable ordinances of the county.
   - **d.** Other applicable factors and standards prescribed by the Comprehensive Plan and this Code.
   - **e.** The DRC shall review the application and submit its comments and recommendations to the applicant within 10 working days of the receipt of the completed application
   - **f.** The submission requirements for the planned development includes more general criteria at the concept development plan phase, which is optional, and more detailed criteria submitted for review at the preliminary and final development plan phases. An application check list shall be provided by the department.
4. Performance standards apply. See Sec. 3-2.11(g)

~~c.~~ **d. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulation and standards.

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria; except properties that were previously zoned GBD and were exempt from locational criteria:

(1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

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

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) Rezoning to HC/LI.

(1) Generally. Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) **HC/LI-NA designation.** Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

(g) Performance Standards and Site and Building Requirements for Parcels located in MU-S and previously zoned GBD or for Planned Business Developments within same.

(1) Site and building requirements. For principal uses, the following shall apply:

a. *Lot area.* There shall be no minimum lot area, except for recreational camping facilities which shall require a minimum lot size of five acres.

b. *Lot coverage.* At least 15 percent of each lot or parcel shall remain pervious (85 percent maximum impervious cover ratio).

c. *Lot width.* There shall be no minimum lot width.

d. *Yard.* There shall be a front and rear yard of at least 15 feet. There shall be a minimum side yard of ten feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code or 20 feet, whichever is greater.

e. *Building height.* Mean average roof height shall not exceed 45 feet above average finished grade, except for commercial communication towers which shall not exceed 150 feet in height.

f. *Signs.* No sign shall exceed 35 feet in height. For other sign provisions see Chapter 5, Article 8.

g. *Buffering, screening, and roadway setbacks.*

(2) Buffering and screening.

a. When adjacent to single-family or two-family districts or multiple-family and office districts or agricultural districts a buffer is required.

b. The following relationships between land uses require a buffer:

1. Multiple-family, zero lot line or office uses, where they are adjacent to single-family or two-family uses.

2. Commercial land uses, where they are adjacent to residential uses.

c. *Minimum buffer guidelines.*

1. A buffer is a landscaped strip along parcel boundaries that serves as a buffer between incompatible uses and zoning districts, as an attractive boundary of the parcel or use, or as both a buffer and attractive boundary.

2. The width of the buffer and degree of vegetation required depends on the nature of the adjoining zoning districts and uses.

3. The performance guidelines for buffers are set out in the following provisions which specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of each side of the property boundary requiring a buffer shall be divided by 100 and multiplied by the number of plants outlined below. Plants may be spread evenly along the length of the buffer, or may be clustered to accomplish the intent of the buffer.

4. Canopy trees are those that reach a mature height of 30 feet or greater.

5. Understory trees are those that reach a mature height of less than 30 feet.

6. Use of existing native vegetation is preferred for buffers.

7. Where any other code provisions are less stringent than these buffer standards, the requirements of this section shall prevail.

8. All new development located within MU-S and formerly zoned GBD shall follow the buffer performance standards as follows:

a. B-1: Ten feet in width, 3 canopy trees, 4 understory trees, and twenty shrubs.

b. B-2: Fifteen feet in width, 2.75 canopy trees, 3.5 understory trees, and eighteen shrubs.

(3) Roadway setback requirements.

a. A roadway setback is a landscaped strip along the right-of-way line, that serves as an attractive boundary to accomplish the intent of the gateway districts.

b. The performance guidelines for roadway setbacks are set out in the above section and specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of the property boundary requiring the roadway setback shall be divided by 100 and multiplied by the number of plants outlined below. Plants may be spread evenly along the length of the right-of-way line, or may be clustered to attain roadway frontage visibility and access.

c. Canopy trees are those that reach a mature height of 30 feet or greater.

d. Understory trees are those that reach a mature height of less than 30 feet.

e. Any fencing placed on the front perimeter of any parcel in the gateway districts shall be located within the setback area.

f. Where any other code provisions are less stringent than these roadway setback standards, the requirements of this section shall prevail.

g. The roadway setback performance guidelines shall apply to all new development, with the exception of single-family residential, as follows:

1. Parcels along U.S. Highway 29:
   a. B-1: Ten feet in width, 3 canopy trees, 4 understory trees, and twenty shrubs or
   b. B-2: Fifteen feet in width, 2.75 canopy trees, 3.5 understory trees, and eighteen shrubs or
   c. B-3: Twenty feet in width, 2.5 Canopy trees, 1.5 understory trees, and 16 shrubs.
2. Parcels along State Road 95A:
   a. A-1: 10 feet in width, 2.5 canopy trees, 1.5 understory trees, and 8 shrubs or
   b. A-2: 15 feet in width, 2 canopy trees, 1 understory trees, and 6 shrubs.

(4) Outside Storage

a. All business, services, or manufacturing, or processing of materials, goods, or products, shall be conducted within completely enclosed buildings. Storage may be permitted outdoors upon demonstration of need and approval by the Board of Adjustment. Such storage shall be effectively screened by a wall, fence, or planting so that such materials will not be visible from a public way, except in those cases where the BOA determines such screening is unreasonable. Where a lot line within a district abuts the side or rear lot line of any residential lot, screening/buffering is required. Such screening/buffering may be in the form of unimproved property, walls, fences, or landscaping and shall be at least 50% opaque when viewed from any point along said residential lot line. When landscaping is used for screening, the opacity requirements shall be attained within 18 months of the issuance of a certificate of occupancy. The primary purpose of the screening/buffering is to ensure compatibility of adjacent uses.

b. The BOA shall make its determination based on the following criteria:

1. The following screening requirements shall apply to all new development in which outside storage is allowed. Further, existing unscreened outside storage shall be made to conform to the requirements of this section as a condition of permit approval for any improvements on site exceeding a value of $2,500.00.

2. Where outside storage of materials, equipment and machinery is permitted, all such storage shall comply with the following screening requirements:

a. All outdoor storage shall be surrounded by a substantial continuous masonry, wooden or metal fence (not including chainlink fences), or a wall, any of which shall be a minimum of eight feet in height without openings of any type except for one entrance and/or one exit which shall not exceed 25 feet in width.

b. Gates at entrance or exit shall be of a material without visual openings.

c. The screen shall be constructed of the same type of material throughout.

d. Screens shall not be closer to the property line than any roadway setback line as required.

e. No screen shall be constructed of metal that will rust.

f. Screens shall be maintained in good repair at all times.

g. Screening requirements do not apply to vehicles (truck, cars) used in the daily operation of a business, or to automobiles or mobile homes on display for sale.

h. Buffer in lieu of screening. Where an outdoor storage area does not abut a public street or highway and cannot be viewed from any public way, a vegetative buffer may be permitted in lieu of screening. A buffer "B-1" as described herein shall be required.

Section 3. Severability.

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

Section 4. Inclusion in Code.

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

Section 5. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

By: _____

Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, SECTION 3-2.11 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), SUBSECTION 3-2.11(a), PURPOSE; SUBSECTION 3-2.11(b), PERMITTED USES; SUBSECTION 3-2.11(b)(6), INDUSTRIAL AND RELATED; SUBSECTION 3-2.11(c) CONDITIONAL USES; SUBSECTION 3-2.11(d)(8), SITE AND BUILDING REQUIREMENTS, OTHER REQUIREMENTS; CREATING SUBSECTION 3-2.11(g), PERFORMANCE STANDARDS FOR CERTAIN PARCELS; TO ADDRESS INDUSTRIAL USES WHICH ARE ZONED HC/LI AND LOCATED WITHIN THE MIXED-USE SUBURBAN (MU-S) FUTURE LAND USE CATEGORY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Legislature of the State of Florida has, in Chapter 163, Florida Statutes, directed local governments to each adopt a comprehensive plan that provides the principles, guidelines, standards, and strategies for orderly and balanced future development within their jurisdictions, that includes a future land use element designating the future general distribution, location, and extent of the uses of land, and that provides meaningful guidelines for the content of more detailed land development and use regulations; and

WHEREAS, the Escambia County Board of County Commissioners has, within the future land use element of the adopted Escambia County Comprehensive Plan, established future land use categories and related policies to form future land use patterns that encourage compact and mixed-use urban development, support transit, provide a clear separation between urban, suburban, and rural areas, and provide protection for existing agricultural areas; and

WHEREAS, the Board has, within the regulations of the county's Land Development Code, established one or more zoning districts containing specific and detailed provisions necessary to implement the established purpose and the general distribution, location, and extent of uses of each future land use category within the Comprehensive Plan; and

WHEREAS, the Board finds that it is in the best interests of the health, safety, and welfare of the public to amend the HC/LI zoning within the MU-S future land use category.

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

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) *Purpose.* The heavy commercial and light industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range

of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) *Permitted uses.* ~~If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned general commerce district (C-2), gateway business district (GBD), gateway industrial district (GID), industrial district (ID-1), or industrial district commerce park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the commercial (Com) zoning district as prescribed in the preceding section of this article. Therefore, for any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the p~~Permitted uses within the HC/LI district are limited to the following:

(1) *Residential.* Any residential uses if outside of the industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) *Retail sales.* Retail sales, including low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, manufactured (mobile) homes.

(3) *Retail services.*

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) *Public and civic.*

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a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for governmental agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* ~~Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.~~ The following industrial and related uses, except within MU-S:

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial~~, not allowed within MU-S~~.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning~~, not allowed within MU-S~~.

See also conditional uses in this district.

(7) *Agricultural and related.*

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) *Other uses.* Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district~~. However, if within the mixed-use suburban (MU-S) future land use category and previously zoned gateway business district (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the uses are limited to those of the commercial (Com) district as prescribed in the preceding section of this article~~:

(1) *Residential.* Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) *Retail services.* Restaurants not among the permitted uses of the district.

(3) *Public and civic.* Cinerators.

(4) *Recreation and entertainment.*

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) *Industrial and related.* <u>The following industrial and related uses, except within MU-S:</u> ~~*not allowed within MU-S.*~~

a. Asphalt and concrete batch plants if within the industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, part I, chapter 42, article VIII, and land use regulations in part III, the land development code, chapter 4).

Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage

(6) *Agricultural and related.* Kennels or animal shelters not interior to veterinary clinics.

(7) *Other uses.*

a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the HC/LI district:

(1) *Density.* A maximum density of 25 dwelling units per acre. Lodging unit density not limited by zoning.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the mixed-use suburban (MU-S), commercial (C), and industrial (I) future land use categories, and 2.0 within mixed-use urban (MU-U).

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(3) *Structure height.* A maximum structure height of 150 feet above highest adjacent grade~~, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade~~.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* No minimum lot width required by zoning.

(6) *Lot coverage.* Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of nonresidential uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Fifteen feet in both front and rear.

b. *Sides.* Ten feet on each side, including any group of attached townhouses.

c. *Corner lots.* Will have one front setback and one side setback.

For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height.

(8) *Other requirements.*

a. *Access.* For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

~~b. *Parcels within MU-S previously zoned GBD.* For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current land development code to ensure compatibility.~~

~~c.~~ b. *Chapters 4 and 5.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria~~; except properties that were previously zoned GBD and were exempt from locational criteria~~:

(1) *Proximity to intersection.* Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) *Site design.* Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district.

b. Any intrusion into a recorded residential subdivision is limited to a corner lot.

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

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

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the community redevelopment agency (CRA).

(f) *Rezoning to HC/LI.*

(1) *Generally.* Heavy commercial and light industrial zoning may be established by rezoning only within the mixed-use urban (MU-U), commercial (C), or industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) *HC/LI-NA designation.* Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

Section 3. Severability.

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

Section 4. Inclusion in Code.

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

Section 5. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, SECTION 3-2.11 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), SUBSECTION 3-2.11(a), PURPOSE; SUBSECTION 3-2.11(b), PERMITTED USES; SUBSECTION 3-2.11(b)(6), INDUSTRIAL AND RELATED; SUBSECTION 3-2.11(c) CONDITIONAL USES; SUBSECTION 3-2.11(d)(8), SITE AND BUILDING REQUIREMENTS, OTHER REQUIREMENTS; CREATING SUBSECTION 3-2.11(g), PERFORMANCE STANDARDS FOR CERTAIN PARCELS; TO ADDRESS INDUSTRIAL USES WHICH ARE ZONED HC/LI AND LOCATED WITHIN THE MIXED-USE SUBURBAN (MU-S) FUTURE LAND USE CATEGORY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Legislature of the State of Florida has, in Chapter 163, Florida Statutes, directed local governments to each adopt a comprehensive plan that provides the principles, guidelines, standards, and strategies for orderly and balanced future development within their jurisdictions, that includes a future land use element designating the future general distribution, location, and extent of the uses of land, and that provides meaningful guidelines for the content of more detailed land development and use regulations; and

WHEREAS, the Escambia County Board of County Commissioners has, within the future land use element of the adopted Escambia County Comprehensive Plan, established future land use categories and related policies to form future land use patterns that encourage compact and mixed-use urban development, support transit, provide a clear separation between urban, suburban, and rural areas, and provide protection for existing agricultural areas; and

WHEREAS, the Board has, within the regulations of the county's Land Development Code, established one or more zoning districts containing specific and detailed provisions necessary to implement the established purpose and the general distribution, location, and extent of uses of each future land use category within the Comprehensive Plan; and

WHEREAS, the Board finds that it is in the best interests of the health, safety, and welfare of the public to amend the HC/LI zoning within the MU-S future land use category.

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

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) *Purpose.* The heavy commercial and light industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range

of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) *Permitted uses.* ~~If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned general commerce district (C-2), gateway business district (GBD), gateway industrial district (GID), industrial district (ID-1), or industrial district commerce park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the commercial (Com) zoning district as prescribed in the preceding section of this article. Therefore, for any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the p~~Permitted uses within the HC/LI district are limited to the following:

(1) *Residential.* Any residential uses if outside of the industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) *Retail sales.* Retail sales, including low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, manufactured (mobile) homes.

(3) *Retail services.*

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) *Public and civic.*

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for governmental agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* ~~Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.~~ The following industrial and related uses, except within MU-S:

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial~~, not allowed within MU-S~~.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning~~, not allowed within MU-S~~.

See also conditional uses in this district.

(7) *Agricultural and related.*

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) *Other uses.* Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district~~. However, if within the mixed-use suburban (MU-S) future land use category and previously zoned gateway business district (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the uses are limited to those of the commercial (Com) district as prescribed in the preceding section of this article~~:

(1) *Residential.* Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) *Retail services.* Restaurants not among the permitted uses of the district.

(3) *Public and civic.* Cinerators.

(4) *Recreation and entertainment.*

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) *Industrial and related.* <u>The following industrial and related uses, except within MU-S:</u> ~~*not allowed within MU-S.*~~

a. Asphalt and concrete batch plants if within the industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, part I, chapter 42, article VIII, and land use regulations in part III, the land development code, chapter 4).

Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage

(6) *Agricultural and related.* Kennels or animal shelters not interior to veterinary clinics.

(7) *Other uses.*

a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the HC/LI district:

(1) *Density.* A maximum density of 25 dwelling units per acre. Lodging unit density not limited by zoning.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the mixed-use suburban (MU-S), commercial (C), and industrial (I) future land use categories, and 2.0 within mixed-use urban (MU-U).

(3) *Structure height.* A maximum structure height of 150 feet above highest adjacent grade~~, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade~~.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* No minimum lot width required by zoning.

(6) *Lot coverage.* Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of nonresidential uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Fifteen feet in both front and rear.

b. *Sides.* Ten feet on each side, including any group of attached townhouses.

c. *Corner lots.* Will have one front setback and one side setback.

For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height.

(8) *Other requirements.*

a. *Access.* For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

~~b. *Parcels within MU-S previously zoned GBD.* For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current land development code to ensure compatibility.~~

~~c.~~ b. *Chapters 4 and 5.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria~~; except properties that were previously zoned GBD and were exempt from locational criteria~~:

(1) *Proximity to intersection.* Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) *Site design.* Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district.

b. Any intrusion into a recorded residential subdivision is limited to a corner lot.

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

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

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the community redevelopment agency (CRA).

(f) *Rezoning to HC/LI.*

(1) *Generally.* Heavy commercial and light industrial zoning may be established by rezoning only within the mixed-use urban (MU-U), commercial (C), or industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) *HC/LI-NA designation.* Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

Section 3. Severability.

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

Section 4. Inclusion in Code.

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

Section 5. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

By: _____

Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14530 **Growth Management Report 9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 08/02/2018
Issue: Action Item - Mossy Oak Villas Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Mossy Oak Villas Permit FP#18061882

That the Board take the following action concerning recording of Mossy Oak Villas (an 18-lot private residential townhome subdivision), located in the Ferry Pass Community and lying south of E. Johnson Avenue and east of Tippin Avenue. Owned and developed by J. Wyatt Properties, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording; and

B. Approve the street name “Mossy Oak Villas Circle."

BACKGROUND:

The preliminary plat and construction plans were approved June 7, 2017. The Escambia County Public Safety Department approved the street name “Mossy Oak Villas,” on October 27, 2017. The Development Services Department inspected the improvements on July 18, 2018, and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the Final Plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Street Name Letter Approval

Infrastructure Maintenance Disclosure Form

Final Plat

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

October 27, 2017

Street Letter Approval

The following names have been submitted for approval:

Mossy Oak Villas Circle

The streets are located in:

Mossy Oak Villas ~~Subdivision~~

The name was requested by:

Jerry W. McGuire, P.E.

JMA Engineering Services, Inc.

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.
If additional space is needed, please check box and attach additional pages.

Name of Subdivision: Mossy Oak Villas,

Lots & Blocks: **ALL (All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	Mossy Oak Villas, Owners Association, Inc. ("Association")	Association
Bridge(s)	N/A	N/A
Retention Pond(s)	Association	Association
Stormwater Conveyance or Easements (rear yard)	Homeowner	Homeowner
Easements between lots (side yard)	N/A	N/A
Sewer Lift Station Central	N/A	N/A
Sewer System	ECUA	ECUA
Water System	ECUA	ECUA
Gas	N/A	N/A
Electric	Gulf Power	Gulf Power
Other (i.e., Clubhouse)	N/A	N/A

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.
This form completed by:

_____
Seller's Name

_____
Address

_____
City, State, Zip Code

AS TO SELLERS:

_____ _____
Seller's Name:_____ Witness' Name:_____

_____ _____
Seller's Name:_____ Witness' Name:_____

AS TO BUYER(S):

_____ _____
Buyer's Name:_____ Witness' Name:_____

_____ _____
Buyer's Name:_____ Witness' Name:_____

Effective Date:_____

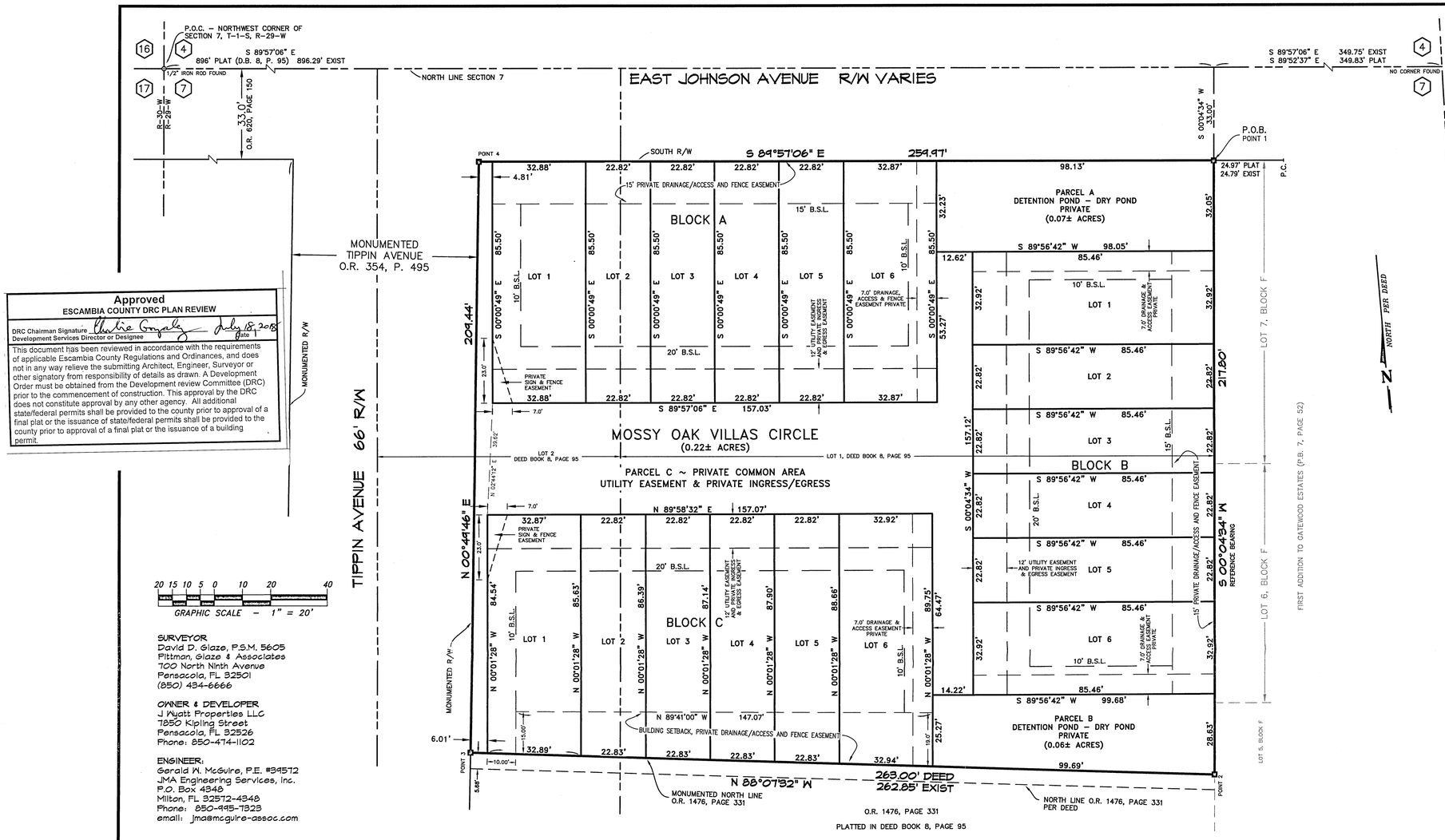
SUBDIVISION NAME: Mossy Oak Villas

LOT/BLOCK	TYPE OF INFRASTRUCTURE	RESPONSIBLE ENTITY	OWNERSHIP
Lots 1 - 6, Block A	15’ Drainage /Access Easement	Association	Homeowner
Lot 1 – 6 , Block B	15’ Drainage/Access Easement	Association	Homeowner
Lot 1 - 6, Block C	15’ Drainage/Access Easement	Association	Homeowner
Parcel C, Common Area	Utility Easement	ECUA	Association
Parcel C, Common Area	Utility Easement	Gulf Power	Association
Lots 1 – 6 Block A	12’ Private Ingress – Egress Easement	ECUA	Homeowner
Lots 1 – 6 Block B	12’ Private Ingress-Egree Easement	ECUA	Homeowner
Lots 1 - 6 Block C	12’ Private Ingress-Egress Easement	ECUA	Homeowner

MOSSY OAK VILLAS

A TOWNHOME SUBDIVISION BEING A RESUBDIVISION OF A PORTION OF LOTS 1 & 2, PLAT DEED BOOK 8 AT PAGE 95, SECTION 7, T-1-S, R-29-W, ESCAMBIA COUNTY, FLORIDA

JUNE 2018



GRAPHIC SCALE – 1" = 20'

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature / Development Services Director or Designee: Charlie Gogally — July 18, 2018 (Date)

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

SURVEYOR
David D. Glaze, P.S.M. 5605
Fittman, Glaze & Associates
700 North Ninth Avenue
Pensacola, FL 32501
(850) 434-6666

OWNER & DEVELOPER
J Wyatt Properties LLC
7850 Kipling Street
Pensacola, FL 32526
Phone: 850-474-1102

ENGINEER:
Gerald W. McGuire, P.E. #39572
JMA Engineering Services, Inc.
P.O. Box 4348
Milton, FL 32572-4348
Phone: 850-995-7323
email: jma@mcguire-assoc.com

LEGEND:

P.O.C.	Denotes Point of Commencement
P.O.B.	Denotes Point of Beginning
R/W	Denotes right-of-way
B.S.L.	Denotes Building Setback Line
■	Denotes Permanent Referenced Monument Set #7073

ZONING AND SETBACK INFORMATION:
The property is zoned: HDR, Future Land Use 2030: MU-U

AVIGATION EASEMENT
The overall plat is subject to an Avigation Easement.

BUILDING SETBACKS REQUIREMENTS:
Front yard = 20 feet
Rear yard = Blocks A & B 15 feet, Block C varies from fifteen feet to nineteen as denoted on plat
Side yard= = Ten feet on each side of a group of attached townhouses

NOTICE:
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat may be found in the public records of this County.

FLOOD STATEMENT:
This will certify that the subject property is located in Flood Zone "X", area determined to be outside the 2% annual chance flood plain and is not located in a Special Flood Hazard Area as determined by the Department of Housing and Urban Development. Reference Community Panel Number 120080C0315G Effective September 29, 2006. U.S. Department of Housing and Urban Development Federal Insurance Administration.

CABLE TELEVISION NOTE:
All platted utility easements as shown hereon shall also be easements for the construction, installation, maintenance, and operations of cable television in accordance with and subject to the provisions of Section 177.091 (28) Florida Statutes.

G.P.S. TABLE

POINT	NORTHING	EASTING	LATITUDE	LONGITUDE	SCALE FACTOR	CONVERGENCE	ELEVATION (NAVD 88)	ELEVATION FACTOR	COMBINED SCALE FACTOR
1	561705.26	1120583.78	N 30°31'01.1446"	W 87°11'34.7161"	0.99996699	-01°21'11.846"	84.02'	0.999970780	0.999968885
2	561487.79	1120572.00	N 30°30'58.9904"	W 87°11'34.7920"	0.99996693	-01°21'11.884"	85.22'	0.999970717	0.999968822
3	561510.24	1120310.11	N 30°30'59.1514"	W 87°11'37.7913"	0.99996693	-01°21'13.391"	85.64'	0.999970722	0.999968827
4	561719.21	1120324.19	N 30°31'01.2225"	W 87°11'37.6868"	0.99996699	-01°21'13.339"	84.13'	0.999970783	0.999968888

Location established from Florida Department of Transportation Permanent Reference Network (FPRN), Florida's Global Navigation Satellite System (GNSS) reference station network.
To convert a ground distance to a grid distance multiply the ground distance by the average combined scale factor.

LEGAL DESCRIPTION: As Per Official Record Book 7605, page 563

Lots 1 and 2, less the south 260 feet, of a subdivision of the West 896 feet of the North Half of Government Lot 1 of Section 7, Township 1 South, Range 29 West, Escambia County, Florida, said subdivision recorded in Deed Book 8 at page 95 of the public records of said County. Less County Road right of way recorded Official Record Book 620 at page 150. Less Tippin Road right of way recorded in Official Record Book 354 at page 495. Less parcel described in Official Record Book 1476 at page 331.

More particularly described as follows:

Commence at the northwest corner of the Section 7, Township 1 South, Range 29 West, Escambia County, Florida; thence South 89 degrees 57'06" East along the north line of said Section 7 for a distance of 896 feet (896.29 feet exist); thence South 00 degrees 04'34" West for a distance of 33.00 feet to the northwest corner of First Addition to Gatewood Estates according to the plat recorded in Plat Book 7 at page 52 of the public records of said County, also being on the south right of way line of Johnson Avenue (R/W varies) for the point of beginning.

Thence continue South 00 degrees 04'34" West along the west line of said First Addition to Gatewood Estates for a distance of 217.80 feet to the monumented north line of parcel described in Official Record Book 1476 at page 331 of the public records of said County; thence North 88 degrees 07'32" West along said monument north line for a distance of 263.00 feet (262.85 feet exist) to the monumented east right of way line of Tippin Avenue (Official Record Book 354, page 495, 66' R/W); thence North 00 degrees 49'46" East along said monumented east right of way line for a distance of 209.44 feet to the south right of way line of said Johnson Avenue; thence South 89 degrees 57'06" East along said south right of way line for a distance of 259.97 feet to the point of beginning.

All lying and being in Section 7, Township 1 South, Range 29 West, Escambia County, Florida. Containing 1.28 acres, more or less.

G.I.S.MAPPING
Coordinates shown are State Plane Coordinates referenced to N.A.D. 83 datum, 2011 adjustment, Florida North Zone and expressed in U.S. survey feet. Coordinates based on continuously operating reference station (CORS) "Pensacola Airport": N 544237.63, E 1121244.12, Z 101.20.

SURVEYOR'S NOTES:
1) The sign (°) means degrees, The sign (') means feet or minutes, The sign (") means seconds.
2) Measurements made in accordance to United States Standards.
3) Subject to setbacks, easements and restrictions of record.
4) There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Escambia County.
5) Bearings are based upon the west line of Block "F" First Addition to Gatewood Estates as South 00°04'34" West.
6) The survey as shown hereon does not determine ownership.
7) Fences or other structures shall not be installed in Private Drainage/Access Easement with the exception of common fences installed around the subdivision boundaries. These easements shall be accessible at all times.
8) The upper limits of Detention Ponds of Parcels A & B are at elevation 85.5 feet and are not the top of slope.

SURVEYOR'S CERTIFICATE
The undersigned hereby certifies that this plat is a true and correct presentation of the land described herein, that said land has been subdivided as indicated, that permanent reference monuments (P.R.M.) have been placed as indicated, that the survey was made under my responsible direction and supervision and that the survey data complies with all requirements of The Plat Act Chapter 177.011 - 177.151 Florida Statutes, and the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.050 to 5J-17.026, Florida Administration Code.

Signed this 28th day of June, 2018

David D. Glaze
Registered Land Surveyor No. 5605, LB No. 7073
Fittman, Glaze & Associates
5700 North Davis Highway, Suite 3
Pensacola, FL 32505

DAVID D. GLAZE — LICENSE NUMBER No. 5605 — STATE OF FLORIDA — PROFESSIONAL SURVEYOR & MAPPER

DEDICATION
Know all men by these present that J Wyatt Properties LLC, owner of the land herein described and platted hereon, known as Mossy Oak Villas, hereby dedicate to all utility providers the utility easements as designated on this plat. And hereby further dedicate to Mossy Oak Villas Homeowners Association, Inc., private drainage easements, private access easements, private sign easements, private fence easements, private detention ponds Parcels A & B and common area Parcel C. And do hereby authorize and request the filing of this plat in the Public Records of Escambia County, Florida.

Witnesses

Print

Signature

Print

Signature

Owners
J Wyatt Properties LLC

By: Eric Howell
Managing Partner

NOTARY PUBLIC: STATE OF FLORIDA, COUNTY OF ESCAMBIA
Before the subscriber personally appeared _____, known to me to be the individuals described herein and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes herein set forth. They are personally known to me and they did not take an oath. Given under my hand and official seal this _____ day of _____, 2018.

Notary Public, State of Florida
My commission expires _____

My commission number _____

CERTIFICATE OF COUNTY CLERK
I, Pam Childers, Clerk of Courts of Escambia County, Florida hereby certify that this plat complies with all the requirements of the Plat Act Chapter 177 Florida Statutes and the same was recorded on the _____ day of _____, 2018 in Plat Book _____ at Page _____ of the public records of said County.

Pam Childers, Clerk of Courts

APPROVAL, BOARD OF COUNTY COMMISSIONERS
I, Pam Childers, Clerk of Courts of Escambia County, Florida hereby certify that this plat was presented to the Board of County Commissioners of Escambia County, Florida in their meeting held on the _____ day of _____, 2018, and was approved for filing by said Board, and I was instructed to so certify hereon.

Pam Childers, Clerk of Courts

CERTIFICATE OF PLAT REVIEW
This is to certify that this plat has been reviewed for conformity to Florida Statues Chapter 177, Part I, platting, by the office of the County Surveyor of Escambia County, Florida on this day of _____, 2018.

Joseph E. Barrett, PSM #6260
County Surveyor

Signed this _____ day of _____, 2018

ENGINEER'S CERTIFICATE:
I, Gerald W. McGuire, hereby certify that I am the engineer of record for Mossy Oak Villas, and that all constructed roadways, drainage and other improvements are designed to comply with all applicable federal, state and local development restrictions.

Signed this 28th day of June, 2018

Gerald W. McGuire, P.E. #39572

CERTIFICATE OF ATTORNEY
I, as member of the Florida Bar Association, and on behalf of the owners, hereby certify that I have examined the plat hereon and the accompanying documents and have found them to be in proper legal form and to meet all the requirements of the Florida Plat Act and the Escambia County Land Development Code, as amended.

Signed this _____ day of _____, 2018

Richard Sherrill

RESTRICTIVE COVENANTS OFFICIAL RECORD BOOK _____, PAGE(S) _____.

PLAT BOOK _____, PAGE _____.

DWG\36941-16 Final Plat 6-28-2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14515 **Growth Management Report 9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 08/02/2018
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:

September 6, 2018

5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following rezoning case to be heard by the Planning Board on August 7, 2018.

Case No.:	**Z-2018-10**
Address:	9600 Block Rebel Road
Property Reference No.:	07-1S-31-1220-000-002
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District	1
Requested by:	Kerry Anne Schultz, Agent for Marian Hendrix, Trustee of the Hendrix Family Trust, Owner

5:46 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2018-01

Summary: The applicant is requesting a Future Land Use (FLU) Map amendment to change the FLU category from AG to RC. The FLU change is proposed to change the allowed density and accommodate the development of a residential subdivision of approximately 38 dwelling units. The 210 (+/-) acres parcel is located about one and a half miles West of Hwy 29 and North of Hwy 97. The current zoning designation of the referenced parcel is Agricultural (Agr); the applicant is concurrently requesting a

rezoning from Agr to Rural Residential (RR).

5:47 p.m. - A Public Hearing - Lot Width Solution Ordinance

Summary: LDC amendment to specify minimum widths for new lots fronting curved rights-of-way.

5:48 p.m. - A Public Hearing - DSM Ordinance

Summary: Changes to Chapter 1, Design Standards Manual (DSM) Chapter 1, Engineering, concerning stormwater ponds, Minor Subdivisions, stormwater management plans, roadway design, removing a reference to density bonus. LDC, Chapter 6 definitions, adding definition for conveyance system.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14505 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/02/2018
Issue: Change of Broker of Record for Boston Mutual Life Insurance
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Change of Broker of Record for Boston Mutual Life Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning the Broker of Record for Boston Mutual Life Insurance:

A. Approve the change for the Broker of Record for Boston Mutual Life Insurance Company to National Benefits Group of America; and

B. Authorize the County Administrator to sign the Agreement Letter authorizing the changing of the Broker of Record for Boston Mutual Life Insurance Company to National Benefits Group of America.

BACKGROUND:

Boston Mutual Life Insurance Company has provided a Whole Life Insurance product to the County through Gregory & Appel since 2014. Gregory & Appel have requested to change the Broker of Record to National Benefits Group of America.

BUDGETARY IMPACT:

There is a no budgetary impact to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, County Attorney's Office, has reviewed the Agreement Letter and deemed it legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will forward the Agreement Letter to Boston Mutual Life Insurance.

Attachments

Gregory & Appel Recommendation Letter for Boston Mutual Life as Broker of Record

Letter to Boston Mutual Life Insurance Company-8-2-2018 BCC

Gregory & Appel Insurance
1402 N. Capitol Ave, Ste. 400
Indianapolis, IN 46202

317.634.7491
gregoryappel.com

July 1, 2018

Escambia County Board of Commissioners & Escambia County Property Appraisers
John Weber & Lanny Smith
221 S Palafox Street
Pensacola FL 32502

Dear Gentlemen,

Gregory and Appel's Worksite Benefits has taken great pleasure in working with Escambia County Board of Commissioners and Property Appraisers in offering your employees and their families the best in class Boston Mutual Life insurance benefit through on-site enrollment.

Boston Mutual is very selective when offering a General Agency appointment to enrollment firms across the country. Gregory & Appel Insurance (G&A), National Benefits Group of America (NBGA), and The Lee Group are among this select group. G&A is based in Indianapolis, Indiana while NBGA and The Lee Group are based in Tampa and Ft. Myers, Florida respectively. We share several of the same highly trained Benefits Counselors.

After careful consideration of the best interest of your employees and their family members, G&A would like to recommend that Tampa based NBGA assume the role of General Agent. This should be a seamless transition and your employees will notice no difference in enrollment experience or service, as many of the same Benefits Counselors on-site previously can be staffed for future enrollments. Another common denominator is that the valuable, permanent Boston Mutual Life insurance will remain available to your employees.

I would like to add a personal recommendation for NBGA as I have enjoyed a 20-year business relationship with its President, Dave Brogan. We feel confident that you are in good hands.

Simply sign and mail the attached Broker of Record letter to Boston Mutual Life Insurance to appoint National Benefits Group of America as your General Agent for BML.

Janet McClure, Vice President
Gregory & Appel Worksite Benefits

Enclosure: Broker of Record Letter

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

August 2, 2018

Boston Mutual Life Insurance Company
120 Royall Street
Canton, MA 02021

Subject: **Broker of Record Change**

TO WHOM IT MAY CONCERN:

Please immediately recognize National Benefits Group of America as the Broker of Record for Boston Mutual Life Insurance Company for the following case #s:

Escambia County Board of Commissioners	**52220 & 52673**
Escambia County Property Appraisers	**52216 & 52674**

Sincerely,

Jack R. Brown
County Representative Name

County Administrator
Title

Witness: _____

Witness: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14481 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/02/2018
Issue: Site Access Agreement with the Florida Department of Environmental Protection for Property at 601 Highway 297-A
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Site Access Agreement with the State of Florida, Department of Environmental Protection to Conduct an Environmental Assessment of Property at 601 Highway 297-A - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Site Access Agreement for property at 601 Highway 297-A:

A. Approve the Site Access Agreement to allow the State of Florida, Department of Environmental Protection (FDEP) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the FDEP and its contractor; and

B. Authorize the Chairman to sign the Agreement and subsequent documents related to the project, subject to Legal review and sign-off.

BACKGROUND:

In 1986 a petroleum discharge was reported at the Escambia County Roads Department located at 601 Highway 297-A, Cantonment, Florida, 32533. The release was registered into the Florida State Early Detection Incentive Petroleum Cleanup Program (EDI). This program assigns ranking scores to a property and the funding for cleanup of the property is based on the lowest number that the program is cleaning sites at. The Roads Department Site Ranking Score is twenty-seven (27). The program is currently cleaning sites that are scored 27 and above. This makes the Roads Department eligible for cleanup. The State is seeking access to the County property to conduct the assessment and cleanup of

the contamination. The goal of the work once completed by the State will be to issue a No Further Action without restrictions from the State.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Site Access Agreement was reviewed and approved as to legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

There is no personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

The Brownsfields Coordinator along with Department of Natural Resources Management staff will coordinate with applicable parties to implement the terms of the Agreement.

Attachments

SiteAccessAgrmt-601 Hwy 297A

Petroleum Restoration Program

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, Escambia County ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection (FDEP) ("**Department**") and it's Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") 601 Highway 297-A, Cantonment, Escambia County, Florida 32533 with FDEP Facility ID# 178519992.

The Property. Owner owns the certain parcel(s) 161N314101000000 of real property located at 601 Highway 297-A, Cantonment, Escambia County, Florida 32533 (the "**Property**"), depicted on the attached legal description as Exhibit "A."

2. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement or is statutorily required for FPLRIP or ATRP programs) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. If the contamination is eligible for state funding, nothing herein is intended to modify the requirements and limitations of the eligibility program or order. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

3. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further

action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

4. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

5. Environmental Infrastructure and Well Permits. The owner authorizes the Department and the Contractor to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373 F.S.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low- scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the

Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.
http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

○ YES ☑ NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

○ YES ☑ NO

C. Do you wish to exercise the option to reject one Contractor prior to assignment of work?

○ YES ☑ NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and Contractor within ninety (90) calendar days.

○ YES ☑ NO

22. Well Permits. The Owner authorizes the Department and its Contractor to act as its agent in signing all required forms and documents necessary for obtaining applicable permits related to well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, Florida Statutes.

Board of County Commissioners
Escambia County, Florida

_____ _____
Jeff Bergosh, Chairman Date

Attest: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty
Date: July 10, 2018

_____
Deputy Clerk

221 Palafox Place, Pensacola, FL 32502
Property Owner Mailing Address

(850) 595-4900
Property Owner Telephone or Cell Phone Number

Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:

_____ _____
Austin Hofmeister
Program Administrator
Petroleum Restoration Program

Signature of Witness

_____ _____ _____
Date Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility ID#: 178519992
Latitude 30° 35' 49.3296"
Longitude 87° 20' 5.8920"

Exhibit A

Short Legal Description:
N1/2 OF SE1/4 OR 384 P 324 LESS OR 1856 P 831 ESCAMBIA COUNTY UTILITIES AUTHORITY

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14504 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/02/2018
Issue: Approval of Cooperative Agreement with the Escambia County School Board
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Selina Barnes, Interim Department Director

That the Board take the following action concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

A. Approve the Cooperative Agreement; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The School Board and the County are mutually committed to the development of a curriculum that meets the educational, mental health, and social welfare needs of juveniles incarcerated at the Escambia County Jail. This Agreement will set forth the terms and conditions whereby the parties shall cooperatively provide educational services for juvenile inmates housed in the Jail.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article 11 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will implement the terms of this agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

Attachments

Cooperative Agmt - ECSB and County 18-19

COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made by and between the School Board of Escambia County, Florida (hereinafter referred to as "School Board" or "School District") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County" and/or "Escambia County Jail").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. PURPOSE

The School Board and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of children and youth served in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School Board and the County hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for children and youth served in incarcerated settings.

The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board of Escambia County, Florida is the responsible agency and exercises general authority over all education programs within the County.

This Agreement also ensures that the School Board and the County shall cooperatively plan for the provision of education and social services to all children and youth who are eligible and in need of such services.

II. ENABLING LEGISLATION

This Agreement assures compliance with Florida Statutes and rules, and federal laws, including the following:

A. Section 1003.53, F.S., Dropout Prevention and academic intervention

B. Section 1003.21, F.S., School Attendance

C. Section 402.22, F.S., Students in Residential Programs

D. Section 951.176, F.S., Provision of education programs for youth

E. Section 1001.42, F.S., Powers and duties of district School Board

F. Section 1000.21, F.S., System-wide definitions

G. Section 1011.60-1011.77, F.S., Funding for School District

H. Every Student Succeeds Act (ESSA)

III. INTER/INTRA-AGENCY LINKAGES

A. The School District and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, vocational, social, and mental health needs of children and youth served by both agencies.

B. The County and the School District will work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.

C. Jail staff members acknowledge, respect, and abide by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by jail staff.

D. Both agencies strive for continuity and coordination of services across residential, educational, and treatment programs. Examples are as follows:

1. Establish single intake procedure conducted by facility and school staff to reduce duplicated efforts.

2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student comprehensive developmental plans and progress.

3. There is mutual agreement on any new program to be developed within the scope of the educational program provided by the local School District.

IV. ROLES AND RESPONSIBILITIES

The County and the School District agree that stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. Mutual Responsibilities:

The agencies mutually agree to the following:

1. Assign staff to meet regularly and exchange pertinent information regarding agency regulations and policies.

2. Conduct joint facility needs assessments, planning, implementation, and evaluation activities.

3. Share the responsibility for addressing needs identified in facility Quality Assurance Reports.

4. Share the responsibility for notification of any and all concerns regarding staff while in the facility.

5. Encourage local staff and parent participation in planning, program development and staffing.

6. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.

7. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.

8. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.

9. Disseminate this Agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the Agreement.

10. The County will notify the School District of all persons assigned to the Jail facility by providing appropriate staff with a copy of the full alphabetical roster with age, and an alphabetical roster of all persons twenty-two (22) years old and under assigned to the facility on a mutually agreed upon frequency.

B. Responsibilities of Escambia County Jail:

To implement these policies, Florida Statutes and Federal Laws, the County, in the provision of educational services to children and youth in incarcerated settings, shall:

1. Receive technical assistance from the School District regarding the development and implementation of any rules/policies developed by the School District pertaining to the provision of educational programs for students in the Escambia County Jail or Escambia County Jail facilities consistent with state and federal laws, rules, and regulations.

2. Receive and utilize information regarding educational best practices for students in the Escambia County Jail or Escambia County Jail-supported

facilities disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services.

3. Establish procedures for informing the School District of projected or new facilities being placed within the School District's boundaries.

4. Participate and assist in the monitoring and evaluation of programs for students served in Escambia County Jail settings to ensure compliance with applicable state and federal laws, rules and regulations.

5. Jointly develop transition plans for students exiting an Escambia County Jail facility and involve a representative of the School District in planning the student's next placement. The transition plan shall be jointly documented by the Escambia County Jail and the School District.

C. Responsibilities of the School Board of Escambia County, Florida:

To implement this Agreement the School District shall:

1. Provide technical assistance in the development and implementation of any rules/policies developed by the County pertaining to the provision of educational programs.

2. Disseminate information about and assist in the development and adoption of promising educational practices for students in Escambia County Jail facilities.

3. Coordinate activities for the identification, location and evaluation of all children served in educational programs in Escambia County Jail settings.

4. Provide general supervision of educational services through:

    a. Review of the procedures and documents for providing education programs to determine compliance with provisions of this Agreement and applicable State Board of Education rules.

    b. Monitoring and evaluating of education programs provided by or through Escambia County Jail facilities for students to ensure compliance with Florida statutes, applicable federal and state laws, rules and regulations.

5. Provide technical assistance to the Escambia County Jail in the development, coordination and review of personnel training needs for staff responsible for providing education and related services to students in Escambia County Jail facilities.

6. Develop and participate in a School District/Escambia County Jail Workgroup. The Workgroup shall be charged with the following responsibilities:

    a. Provide a liaison network between the two agencies.

    b. Monitor the implementation of this Agreement.

    c. Receive and review questions concerning apparent conflicts in agencies' regulations/policies and practices and recommend resolution(s).

    d. Provide for the regular exchange of agency information.

V. ADMINISTRATIVE PROCEDURES

A. Timelines:

This Cooperative Agreement shall become effective on July 1, 2018, with the signature of the Chairman of the School Board and the Chairman of the Escambia County Board of County Commissioners, and will continue until June 30, 2019, unless responsible individuals notify the others in writing that the Cooperative Agreement will be revised or terminated. This Agreement will be reviewed annually and may be amended by the written request of either agency. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments must be agreed to by each agency head or the duly authorized representatives of both parties.

B. Confidentiality:

Each agency shall protect the rights of students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this Agreement to ensure that parents, students and clients have the rights of access, rights of challenge and the rights of privacy with respect to records and reports and that applicable laws and regulations for this right shall be strictly adhered to.

VI. ALLOCATION OF RESOURCES

So that the mutually agreed-on objectives of this Agreement can be adequately met, resources from the School District and the Escambia County Jail will be allocated based on the previously identified roles and responsibilities of each agency.

A. The County agrees to:

1. Maintain responsibility and make final decisions relative to student care, to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services and supervision of youth when not in the education program.

2. Provide facilities, including utilities and maintenance, to house the educational program and provide reasonable protection of school district property assigned to the facility.

B. The School Board of Escambia County, Florida agrees to:

1. Provide a free and appropriate public education, including but not limited to academic, vocational, and exceptional student education services for students five (5) through twenty-two (22) years of age consistent with all state and federal rules, regulations and laws.

2. Purchase and maintain materials, equipment and supplies used in the students' educational program.

VII. AGENCY REPRESENTATIVES

School District Representative:
Vickie Mathis, Director
Department of Alternative Education
850-430-7439
30 East Texar Drive
Pensacola, Florida 32503

Escambia County Representative:
Matt Coughlin
Corrections Department Director
850-595-3107
2251 North Palafox Street
Pensacola, Florida 32501

VIII. INTERAGENCY DISPUTES

In instances of interagency conflict, differences shall be resolved in accordance with the following procedures:

A. Mediation or Conflict Resolutions Procedures:

1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.

2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.

3. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by a representative from each agency.

4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.

5. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by each agency head.

B. Administrative Procedures:

Should further action be required, agency heads will request an administrative hearing consistent with the procedures in 120.57, F.S., the Administrative Procedures Act. The resolution of all conflicting issues that arise while this Agreement is in effect will be resolved at the lowest level possible.

IX. ASSESSMENT

A. The parties shall:

1. Develop an integrated assessment process to ensure that all youth are evaluated for the purpose of determining the most appropriate educational, residential and treatment programs.

2. Collaboratively define assessment protocols for intake and educational services.

X. CURRICULUM, INSTRUCTION AND EDUCATIONAL PLANNING

A. The parties agree:

1. To integrate the education, treatment, and residential programs.

2. That educational service will follow a defined curriculum appropriate to the student's age and ability.

3. That instructional delivery methods are appropriate for the target population.

4. That pretest and posttest measures for content areas are available and utilized.

5. That all youth have an individually prescribed integrated treatment/education plan.

6. To provide educational services year round using summer school or other district-approved schedules.

7. To provide compliance with PL 107-110, Section 1423, the parties agree to meet all thirteen (13) elements required in PL 107-110, Section 1425 by:

    a. Where feasible, ensure that educational programs in correctional facilities are coordinated with the student's home school, particularly with respect to a student with an Individual Education Plan (IEP) under part B of the Individuals with Disabilities Education Act;

    b. If the child or youth is identified as in need of special education services while in a correctional facility, notify the local school of the child or youth with such need;

    c. Where feasible, provide transition assistance to help the child or youth stay in school, to include coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;

    d. Provide support programs that encourage children and youth who have dropped out of school to re-enter school once their term at a correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;

    e. Work to ensure that correctional facilities are staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;

    f. Ensure that educational programs in the correctional facilities are related to assisting students to meet high academic achievement standards;

    g. To the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;

    h. Where feasible, involve parents in efforts to improve the educational achievement of their child and prevent the further involvement of such youth in delinquent activities;

    i. Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and

youth, such as funds made available under Title I of Public Law 105-220, and vocational and technical education funds;

j. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable;

k. Where appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;

l. Work with the youth's family members and the local educational agency (LEA) that most recently provided services to the youth (if applicable) to ensure that the relevant and appropriate academic records and plans regarding the continuation of educational services for such youth are shared jointly between the correctional facility and the LEA in order to facilitate the transition of such youth between the LEA and the correctional facility; and

m. Consult with the LEA for a period jointly determined necessary by the correctional facility and LEA upon discharge from that facility, to coordinate educational services so as to minimize disruption to the youth's achievement.

XI. CLASSROOM MANAGEMENT AND ATTENDANCE

A. The parties agree:

1. To a written discipline plan for the educational and treatment programs agreed to by the Director of Detention and the Director of Alternative Education.

2. To specify procedures for out-of-control students and class attendance in each facility's operation manual.

XII. CERTIFICATION LICENSURE AND STAFF DEVELOPMENT

A. The parties agree:

1. Those professionals serving students shall be appropriately certified by Florida law or by position qualifications.

2. To the extent possible, the tentative assignment of instructional personnel to the facility will be discussed with the facility Director prior to making the assignment final.

3. Pre-service, in-service and staff development programs will be joint efforts and cooperatively developed and provided.

4. To ensure that all teachers and educational personnel in DJJ residential programs will complete the required training for the Prison Rape Elimination Act of 2003 (PREA) within thirty (30) days of the last signature of this Agreement for current teachers and educational personnel and within thirty (30) days of new hire for all other teachers and educational personnel. Refresher training is required every two (2) years.

   This training includes:

   a. Completion of the Department of Juvenile Justice's CORE PREA training class located on the DJJ PREA website.

   b. Documentation that the individual received training by signing and dating the form included in the training and providing a copy of the acknowledgement to the PREA Facility Compliance Manager.

XIII. TRANSITION

Transition is the driving force behind the youth performance contract and educational plan with emphasis placed on change as opposed to compliance. The goal is that what the student learns at the facility is solidified so he or she may effectively transition to home, school and community. The County and the School District agree to coordinate the preparation and planning for student movement in and between programs.

A. A specific transition program is in place at the facility and in the school system.

B. A transition plan is developed for each of the clients/students on admission to the program, is incorporated into the performance contract and is reviewed on a regular basis.

C. Transition planning involves educational, facility and reentry staff in addition to representatives from outside agencies and/or programs.

XIV. TERM

This Agreement shall be in effect from July 1, 2018 to June 30, 2019.

XV. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event of litigation regarding this Agreement, the parties agree that jurisdiction and venue shall lie in the Courts of Escambia County, Florida.

XVI. 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. The parties hereto 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 parties shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the non-breaching party may, without prejudice to any other right or remedy and after providing seven (7) days written notice, during which period the other party still fails to allow access to such documents, terminate the contract.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947
Adcrawle@CO.Escambia.FL.US

School Board of Escambia County
Administration
75 North Pace Boulevard
Pensacola, Florida 32505
(850) 469-6131
NRoss@Escambia.K12.FL.US

(THIS SECTION INTENTIONALLY LEFT BLANK)

COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: Gerald W Boone
Gerald W. Boone, Chair

Date: 6-20-18

ATTEST:

By: Malcolm Thomas
Malcolm Thomas, Superintendent

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JUN 19 2018

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

APPROVED FOR LEGAL CONTENT
FOR June 2018 AGENDA
MAY 23 2018
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Approved as to form and legal sufficiency.
By/Title:
Date: 7/19/18

Return this ORIGINAL document to
Holley DeWees, Superintendent's Office
75 N Pace Blvd, Pensacola, FL 32505

To be filed in the School Board Record Book
DO NOT disassemble this packet for *any* reason

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14536 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/02/2018
Issue: Amendment to Standard Construction Contracts
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendments to Standard Construction Contracts - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve amendments to the Standard Construction Contracts as follows:

Form A: A/E Designed - Exhibit A, General Terms and Conditions, Section 4.5;

Form B: Construction - Exhibit A, General Terms and Conditions, Section 4.5;

Form C: Design/Build - Exhibit A, General Terms and Conditions, Section 3.5;

Form D: Road/Drainage - Exhibit A, General Terms and Conditions, Section 4.5; and

Form I: Bridges/Docks/Boat Ramps - Exhibit A, General Terms and Conditions, Section 4.5.

BACKGROUND:

The proposed amendments to the Standard Construction Contracts incorporate requirements of the Local Government Prompt Payment Act, as provided in §218.735(8), Florida Statutes, relating to the release of retainage after 50% completion of construction services purchased pursuant to the contract.

As amended, the provision relating to the release of retainage shall now read as follows:

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 ~~Such~~ sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

If the Contract Amount is $200,000.00 or less, the following shall apply:
~~Due to circumstances beyond the Contractor's control and a~~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.

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.

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.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The amendments to the Standard Construction Contracts were prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board must approve amendments to the Standard Contracts.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

FORM A: Construction- A/E Designed
FORM B: Construction
FORM C: DESIGN-BUILD
FORM D: Road/Drainage
FORM I: Bridges, Docks and Boat Ramps

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND

_____

FORM A: Construction- A/E Designed

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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Exhibit J/Supplemental Terms and Conditions		
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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND _____ FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with _____("Contractor"), a_____ corporation for profit, to perform all work ("Work") in connection with _____ ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

[Describe Contract Amount]

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 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.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within _____ ( ) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within _____ ( ) 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 _____ ( ) calendar days (herein "Contract Time").

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**_____ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H:	Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: **[Description/Sheet No./Date]**
Exhibit I:	Technical Specifications **[Description/Date]**
Exhibit J:	Supplemental Terms and Conditions
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
Attn: _____

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____

_____
Attn: _____

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 _____ signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____
County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR:
_____, a _____ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

SAMPLE

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit ___ (__) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained ~~Such~~ sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

If the Contract Amount is $200,000.00 or less, the following shall apply:
~~Due to circumstances beyond the Contractor's control and~~ a 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

SAMPLE

upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

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.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's

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expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD ~~or video tape in VHS~~ in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that

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specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

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8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

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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

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changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's

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Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9 Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in

paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of

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Application for Payment.

Section 16. ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All

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monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time

to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

SAMPLE

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. TESTS AND INSPECTIONS

22.1. County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

SAMPLE

22.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work

as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property

SAMPLE

at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacent to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless

SAMPLE

otherwise designated in writing by the Contractor to the County.

28.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

SAMPLE

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

_____

FORM B: Construction

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT
FORM B

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND

_____

FOR

_____

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with _____, a _____ corporation for profit, to perform all work ("Work") in connection with _____ ("Project"), as said Work is set forth in the Plans and Specifications prepared by _____, and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. County shall furnish to the Contractor up to ____ (__) set(s) of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

[DESCRIBE CONTRACT AMOUNT]

SECTION 4. BONDS

A. Contractor shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy 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.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within _____ (__) calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within _____ (___) calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance (see Exhibit A, paragraph 13.2) have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$_____**for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is reference to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Supplemental Terms and Conditions
Exhibit H: Plans and Specifications prepared by County and Identified as follows:
[DESCRIPTION/SHEET NO./DATE]
Exhibit I: Technical Specifications
[DESCRIPTION SHEET NO./DATE]
Exhibit J: Standard Details
[DESCRIPTION SHEET NO./DATE]

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
_____
Attention: _____

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

[INSERT NAME OF CONTRACTOR, ADDRESS AND NAME OF PERSON WITH HIS OR HER TITLE TO WHOSE ATTENTION THE NOTICE SHOULD BE SENT]

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of

the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of the Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, 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

Date:_____

BCC Approved**:** (DATE)

CONTRACTOR:

By:_____
(Name)

ATTEST: Corporate Secretary

By:_____
Secretary

Its: President

[CORPORATE SEAL]

Date:_____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. INVESTIGATION AND UTILITIES

2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract

Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated bi-monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor. **[NOTE: FOR LARGER PROJECTS, THROUGH THE SUPPLEMENTAL CONDITIONS OR TECHNICAL SPECIFICATIONS, COUNTY MAY WISH TO EXPAND UPON THE LEVEL OF DETAIL REQUIRED FOR THE PROJECT SCHEDULE.]**

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all

of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit _____(__) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5. County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained ~~Such~~ sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

If the Contract Amount is $200,000.00 or less, the following shall apply:
~~Due to circumstances beyond the Contractor's control and a~~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.

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.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 **(OPTIONAL)** Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.]

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy

of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD ~~or video tape in VHS~~ in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice of Award is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data

about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the

Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor for County.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. 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 Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P. O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8. Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9. Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the

requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published

copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, materialmen, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within ____(__) year(s) 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

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the

contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

STANDARD DESIGN-BUILD CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

_____

FORM C: DESIGN-BUILD

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM C

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AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County") a subdivision of the State of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, hereby contracts with _____ ("Design-Build Firm"), a_____ corporation for profit with an address of _____ and Federal Tax Identification Number of _____, to perform all work ("Work") in connection with _____, P.D. __-__.__ ("Project"), as said Work is set forth in the Plans and Specifications furnished by the Design-Build Firm and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Amendments and Exhibits described in Section 7 hereof, Change Orders, Work Directive Changes, Field Orders, and the solicitation documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Design-Build Firm 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 Design-Build Firm up to three (3) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

A. Generally, Design-Build Firm will provide all planning, design, and architectural/engineering services required for the proper design and for all other services necessary for the construction of the Project.

B. Design-Build Firm's Responsibility with respect to Design.

1) In fulfilling its obligations under this Section, Design-Build Firm shall employ Architects and Engineers of the appropriate specialties for proper preparation of the Project drawings and specifications, including structural, mechanical, electrical, soils (excepting existing environmental contamination and based upon soil boring reports furnished to Design-Build Firm by County), civil and such other specialties as are reasonably required. All such professional services shall be performed by appropriately State of Florida licensed personnel. Design-Build Firm takes responsibility for the proper performance of such architectural and engineering services.

2) The Design-Build Firm shall prepare and the County shall approve a Pre-Construction Phase schedule as follows:

(a) PHASE I - SCHEMATIC DESIGN PHASE

Based upon the County's Project requirements, as set forth in the Design Criteria Package prepared by the County Architect, and set forth in Exhibit I, Schematic Design Studies will be prepared by the Design-Build Firm. These Schematics are for the purpose of assisting the County in determining the feasibility of the Project.

(b) PHASE 2 - DESIGN DEVELOPMENT

Upon approval of Schematic Designs and authorization from the County to proceed, the Design-Build Firm shall prepare Design Development documents to fix the size and character of the Project as to structural, mechanical and electrical systems, materials, and other appropriate essential items in the Project. These Development Documents shall be the basis for the design and construction of the Project. Approved Development Documents shall be incorporated in Exhibit K.

(c) PHASE 3 - WORKING DRAWINGS AND SPECIFICATIONS

From approved Design Development Documents, the Design-Build Firm will prepare working Drawings and Specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws, or regulations which have been enacted at the time of their preparation.

3) The Design-Build Firm and the County will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the amount as defined in Section 3. As these working Drawings and Specifications are being completed, the Design-Build Firm will keep the County advised of the effects of any County requested changes on the Contract Time Schedule and/or the Guaranteed Maximum Price ("GMP"). Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the County and incorporated in the exhibits. The Drawings and Specifications shall remain the property of the County and may be used by the County on this or other projects without the written consent of the Design-Build Firm.

4) After the completion of any Pre-Construction Phase as set forth above in Subsection 2. B., paragraphs 2) (a), (b), and (c), if the Project is no longer feasible for any reason from the standpoint of the County, the County may terminate this Agreement and pay the Design-Build Firm pursuant to Section 3 "Contract Amount".

C. Responsibilities of Design-Build Firm With Respect to Construction.

1) The Design-Build Firm will provide all construction supervision, inspection, labor, materials, tools, construction equipment, and subcontracted items of every kind and type necessary for the timely execution and full completion of the Project in a good workmanlike manner required by the Contract.

2) The Design-Build Firm will pay all sales, use, gross receipts and similar taxes related to the Work provided by the Design-Build Firm, which have been legally enacted at the time of execution of this Agreement and for which the Design-Build Firm is liable.

3) The Design-Build Firm will prepare and submit for the County's approval an estimated progress schedule for the Project. This schedule shall indicate the dates for the starting and completion of the various stages of the construction. It shall be revised as required by the conditions of the Work and by those conditions and events, which are beyond the Design-Build Firm's control. (**Exhibit O)**

4) The Design-Build Firm shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The system shall be satisfactory to the County, which shall be afforded access to all of the Design-Build Firm's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Design-Build Firm shall preserve all such records for a period of three (3) years after the final payment or longer where required by law. All such records shall be subject to public disclosure under Chapter 119, Florida Statutes, the Florida Public Records Law. Failure to disclose such documents shall result in the termination of this Agreement by the County.

D. Royalties and Patents.

1) The Design-Build Firm shall pay all royalties and license fees for materials, methods, and systems incorporated in the Work. It shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof except when a particular design process or product is specified by the County. In such case the Design-Build Firm shall be responsible for such loss only if it has reason to believe that the design, process, or product so specified is an infringement of a patent, and fails to give such information promptly to the County.

E. Warranties and Completion.

In addition to the warranty set forth in Section 20, General Conditions:

1) The Design-Build Firm will secure required certificates of inspection, testing, or approval and deliver them to the County.

2) The Design-Build Firm will collect all written warranties and equipment manuals and deliver them to the County.

3) The Design-Build Firm, with the assistance of the County's maintenance personnel, will direct the commissioning of utilities and the operations of the Project's systems and equipment, and will assist in their initial start-up and testing.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Design-Build Firm of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Design-Build Firm in accordance with the terms of this Agreement the following Guaranteed Maximum Price (GMP) amount for the Project (herein "Contract Amount"):
$ _____.

SECTION 4. DESIGN-BUILD FIRM FEES

A. Pre-Construction Phases Fee. For the performance of the design services set

forth herein and for profit and overhead related to these services, a total fee of $_____ shall be paid to the Design-Build Firm. The Pre-construction Phase Fee for the Project shall be paid in monthly payments of $_____ each. The first monthly payment shall become due thirty (30) days following the issuance by the County of the Notice To Proceed with the design services for the Project and monthly thereafter based on the project schedule and approval by County of deliverables as set forth in **Exhibit M**. (Design Fee proposal) and Exhibit J. (Schedule of Project Fees)

The Design-Build Firm's design personnel to be assigned during the Pre-Construction Phases of the Work and their duties, responsibilities, and fee schedule, and the duration of their assignments are shown on Exhibit N, which is incorporated by reference herein. Such personnel shall not be replaced without the prior written consent of the County which shall not unreasonably withhold such consent.

B. Construction Phase Fee. Prior to commencement of the Construction Phase of the Project, the County will direct the Design-Build Firm in writing to proceed with that Construction Phase. The Design-Build Firm's compensation for services performed during the Construction Phase shall be a total fee of $_____ (However, the County retains the right to review the need and effectiveness of any employee or employees assigned by the Design-Build Firm, should the County question the need for the employee or employees). The Construction Phase Fee shall be paid in monthly payments of $_____ each and one final monthly payment of $_____ at the conclusion of the Project. The first monthly payment shall become due thirty (30) days following the issuance of the Construction Phase Notice to Proceed by the County and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of is accepted by the County. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the County. The construction phase fee shall be negotiated based on the Design and the negotiated fee and supporting documentation shall be incorporated in **Exhibit J** (Schedule of Project Fees)

Design-Build Firm's Exclusive Remedy: In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the County, or is attributable to the County, the Design-Build Firm's sole and exclusive remedy is an extension of the construction completion date.

C. Overhead And Profit For the Construction Phase. For overhead, profit, and general expenses of any kind for services provided during and related to the Construction Phase of the Project, the fee shall be $_____, and shall be paid proportionally to the ratio of the cost of the Work in place, and less retainage as it bears on the latest estimate of the total construction cost or to the GMP or to the County's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed and occupancy of the Project accepted by the County as provided in this Agreement. If construction is authorized only for a part of a phase of the Project, the fee paid shall be proportionate to the amount of Work authorized by the County. The Overhead and Profit for the Construction Phase shall be negotiated based on the design and set forth in **Exhibit J** (Schedule of Project Fees).

SECTION 5. BONDS

A. Design-Build Firm shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of one hundred percent (100%) of the Contract Amount, the costs of which to be paid by Design-Build Firm. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed two percent (2%) 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.

B. If the surety for any bond furnished by Design-Build Firm 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 Design-Build Firm 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 the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Design-Build Firm 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 ten dollars ($10.00) for the first page and eight dollars and fifty cents ($8.50) for each remaining page).

SECTION 6. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. Design-Build Firm shall commence the Work within ten (10) calendar days from the Commencement Date, established in each Phase's Notice to Proceed. No Work shall be performed at the Project site prior to such Commencement Dates. Design-Build Firm shall provide forty-eight (48) hours' notice prior to beginning the Work. The Work shall be substantially completed within _____ ( ) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within _____ ( ) 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 _____ ( ) calendar days (herein "Contract Time").

B. County and Design-Build Firm 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 Design-Build Firm 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, **$**_____ 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 as provided herein.

C. Design-Build Firm 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 Design-Build Firm 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 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: Insurance Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H: Contract Definitions
Exhibit I: Design Criteria Package
Exhibit J: Schedule of Project Fees
Exhibit K: Approved schematic Designs/Development Documents
Exhibit L: Approved GMP Construction Drawings and Specifications
Exhibit M: Pre-Construction Fee proposal
Exhibit N: Design-Build Firm Project Personnel Roster
Exhibit O: Project Schedule
Exhibit P: GMP Amount Detail
Exhibit Q: Information Package
Exhibit R: If Required

SECTION 8. NOTICES

A. All notices required or made pursuant to this Agreement by the Design-Build Firm 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:

_____
_____
_____
_____
Attention: _____

B. All notices required or made pursuant to this Agreement by County to Design-Build Firm 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:

_____
_____
_____
_____
Attention: _____

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 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 stipulate venue for matters relating to the subject of this Agreement shall be in the County of Escambia.

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: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and _____ signing by and through its President, duly authorized to execute same.

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

WITNESS: _____

WITNESS: _____

By:_____
County Administrator

Date:_____

BCC Approved (DATE)_____

DESIGN-BUILD FIRM:

By:_____
(Name)

ATTEST: Corporate Secretary

By:_____
Secretary

Its: President

[CORPORATE SEAL]

Date:_____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Design-Build Firm discovers a conflict, error or discrepancy in the Contract Documents, Design-Build Firm immediately shall report same to the County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design-Build Firm's Architect/Engineer. Design-Build Firm shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design-Build Firm 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, Design-Build Firm shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design-Build Firm, as determined by its Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1 Design-Build Firm 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; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design-Build Firm to acquaint itself with any applicable conditions shall not relieve Design-Build Firm 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. Design-Build Firm 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". Design-Build Firm shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design-Build Firm shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design-Build Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE

3.1. Prior to submitting its first Application for Payment, Design-Build Firm 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 Design-Build Firm'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, Design-Build Firm shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date of construction.

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 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. Design-Build Firm shall submit three (3) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm.

If the administrative decision is disputed, the Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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.

3.5. Except for applications for payment for work performed pursuant to Section 2.A. of the Agreement, relating to the Design Phase, 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, up to fifty percent (50%) completion. ~~Thereafter, if on schedule, the County shall retain five percent (5%) of the gross amount of each payment request~~. The retained ~~Such~~ sum shall be accumulated and not released to Design-Build Firm 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:
~~Due to circumstances beyond the Contractor's control and a~~ 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.

If the Contract Amount is in excess of $200,000.00, the following shall apply:
After 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 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.

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.

3.6. Monthly payments to Design-Build Firm shall in no way imply approval or acceptance of Design-Build Firm's work.

3.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Design-Build Firm.

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 Design-Build Firm under this Agreement or any other agreement between County and Design-Build Firm, 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 Design-Build Firm 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 Design-Build Firm; 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 Design-Build Firm's expense. County also may offset against any sums due Design-Build Firm the amount of any liquidated or un-liquidated obligations of Design-Build Firm to County, whether relating to or arising out of this Agreement or any other agreement between Design-Build Firm and County.

5. FINAL PAYMENT

5.1. County shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 19.1 herein provided.

5.2. Design-Build Firm's acceptance of final payment shall constitute a full waiver of any and all claims by Design-Build Firm against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Design-Build Firm 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 Design-Build Firm hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

6. SUBMITTALS AND SUBSTITUTIONS

6.1. Design-Build Firm 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. Design-Build Firm 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. 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 Design-Build Firm 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 Design-Build Firm and all such requests must be submitted by Design-Build Firm to County within thirty (30) calendar days after Notice of Award is received by Design-Build Firm.

6.3. If Design-Build Firm wishes to furnish or use a substitute item of material or equipment, Design-Build Firm 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 Design-Build Firm'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 Design-Build Firms affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Design-Build Firm to furnish at Design-Build Firm's expense additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design-Build Firm may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Design-Build Firm 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.

6.5. 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 Design-Build Firm to furnish at Design-Build Firm's expense a special performance guarantee or other surety with respect to any substitute.

7. DAILY REPORTS, AS-BUILTS AND MEETINGS

7.1. Unless waived in writing by County, during the Construction Phase, Design-Build Firm shall complete and submit to the County on a weekly basis a daily log of the Design-Build Firm's work for the preceding week in a format approved by the County. The daily log shall document all activities of Design-Build Firm 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 Design-Build Firm's and subcontractor's personnel;

7.1.4. The number of Design-Build Firm'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; and

7.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Design-Build Firm to County pursuant to the Contract Documents.

7.2. Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Design-Build Firm for County.

7.3. Design-Build Firm 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.

8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Design-Build Firm shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Architect/Engineer, 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 Design-Build Firm. Design-Build Firm 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 Design-Build Firm be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design-Build Firm, 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, Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from County. Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm'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.

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, Design-Build Firm 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 Design-Build Firm 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 Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Design-Build Firm and County concerning the requested changes. Design-Build Firm 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 Design-Build Firm shall mutually agree.

9.3. If County and Design-Build Firm are unable to agree on a Change Order for the requested change, Design-Build Firm 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 Design-Build Firm disagrees with the County's adjustment determination, Design-Build Firm must make a claim pursuant to Section 10 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, as to design the amount of the increase shall be based upon the standard hourly billing rates, according to classification of the Design-Build Firm's Architect/Engineer plus expenses to be charged at actual cost. As to the construction, the amount of the increase shall be limited to the Design-Build Firm'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 Design-Build Firm for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Design-Build Firm 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 Design-Build Firm's books and records to verify the accuracy of the Design-Build Firm's claim with respect to Design-Build Firm'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 Design-Build Firm.

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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 9.4.

10.3. The Design-Build Firm 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.

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 Design-Build Firm. If Design-Build Firm believes that such performance will involve additional expense to Design-Build Firm or require additional time, Design-Build Firm shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Design-Build Firm fails to send the above required forty-eight (48) hour notice, the Design-Build Firm 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.

11.2. Design-Build Firm shall afford each utility owner and other Design-Build Firm (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. Design-Build Firm 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. Design-Build Firm 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 Design-Build Firm's Work depends for proper execution or results upon the work of any other Design-Build Firm or utility owner (or County), Design-Build Firm 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. Design-Build Firm's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design-Build Firm's Work.

12. INDEMNIFICATION AND INSURANCE

12.1. Design-Build Firm shall pay on behalf of or indemnify and hold harmless the County and its, agents, officers and employees from all liabilities, damages, losses, and costs, including attorneys' and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation (including but not limited to the Architect/Engineer) to whom any portion of the Work is subcontracted by Design-Build Firm or resulting from the use by Design-Build Firm, or by any one for whom Design-Build Firm is legally liable, of any materials, tools, machinery or other property of County. Design-Build Firm'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 Design-Build Firm or by any person, firm or corporation to whom any portion of the Work is subcontracted by Design-Build Firm, and Design-Build Firm 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 Design-Build Firm agree one percent (1%) of the Contract Amount paid by County to Design-Build Firm shall be given as separate consideration for this indemnification, and any other indemnification of County by Design-Build Firm provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Design-Build Firm by Design-Build Firm's acceptance and execution of the Agreement.

Design Build Firm agrees that such indemnification by Design Build Firm 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. The Design-Build Firm'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.

12.2. Design-Build Firm shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Design-Build Firm with required insurance shall be rated with 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 Design-Build Firm and prior to the commencement of work, Design-Build Firm shall provide County with properly executed Certificates of Insurance to evidence Design-Build Firm'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.

12.3. 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, Design-Build Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4. All insurance coverages of the Design-Build Firm 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.

12.5. Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

12.6 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."

12.7. Should at any time the Design-Build Firm 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 Design-Build Firm 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.

12.8 Design-Build Firm 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 Design-Build Firm or sub-Contractor under the contract documents.

12.9 Duty to Provide Legal Defense. To the extent permitted by law, the Design-Build Firm shall pay for and provide a legal defense for County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by County, for all liabilities, damages, losses, and costs as described in paragraph 12.1 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.

13. COMPLIANCE WITH LAWS

13.1 Design-Build Firm 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 Design-Build Firm observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Design-Build Firm, until the deficiency is corrected.

13.2 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.

14. CLEANUP AND PROTECTIONS

14.1. Design-Build Firm 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, Design-Build Firm 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.

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 Design-Build Firm from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Design-Build Firm to the condition equal to that existing at the time of Design-Build Firm's commencement of the Work.

15. ASSIGNMENT

15.1. Design-Build Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Design-Build Firm does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design-Build Firm all of the obligations and responsibilities that Design-Build Firm has assumed toward County.

16. PERMITS, LICENSES AND TAXES

16.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Design-Build Firm. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Design-Build Firm to County have been disclosed to Design-Build Firm in the bidding documents or other request for proposal at the time the Project was let for bid. If Design-Build Firm performs any Work without obtaining, or contrary to, such permits or licenses, Design-Build Firm shall bear all costs arising therefrom. Design-Build Firm shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Design-Build Firm 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. TERMINATION FOR DEFAULT

17.1. Design-Build Firm 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 Design-Build Firm: (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) commits errors or omissions in the performance of the architectural/engineering design or inspection services; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

17.2. County shall notify Design-Build Firm in writing of Design-Build Firm's default(s). If County determines that Design-Build Firm has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design-Build Firm of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Design-Build Firm's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design-Build Firm'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 Design-Build Firm, take assignments of any of Design-Build Firm's subcontracts and purchase orders, and complete all or any portion of Design-Build Firm'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, Design-Build Firm 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, Design-Build Firm 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 Design-Build Firm. The amount to be paid to the Design-Build Firm or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Design-Build Firm 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.

17.5. If, after notice of termination of Design-Build Firm's right to proceed pursuant to this Section, it is determined for any reason that Design-Build Firm was not in default, or that its default was excusable, or that County is not entitled to the remedies against Design-Build Firm provided herein, then Design-Build Firm's remedies against County shall be the same as and limited to those afforded Design-Build Firm below under Subsection 18.1, Termination for Convenience.

17.6 If the Design-Build Firm 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 Design-Build Firm in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Design-Build Firm and his surety, if any, seven (7) days written notice, during which period Design-Build Firm still fails to allow access, terminate the employment of the Design-Build Firm and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Design-Build Firm, and may finish the project by whatever method it may deem expedient. In such case, the Design-Build Firm 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 Design-Build Firm (excluding monies owed the Design-Build Firm for subcontract work).

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 Design-Build Firm. In the event of such termination for convenience, Design-Build Firm'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 Design-Build Firm 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 Design-Build Firm two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design-Build Firm'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 Design-Build Firm be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Design-Build Firm shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

19. COMPLETION

19.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Design-Build Firm is due and payable. The final payment shall not become due and payable until Design-Build Firm 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 section 19.2. 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.

19.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm)

Subcontractors, materialmen, and other persons having payment claims against the Design-Build Firm relating to this project should govern themselves accordingly.

20. WARRANTY

20.1. Design-Build Firm shall obtain and assign to County all express warranties given to Design-Build Firm or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Design-Build Firm 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. Design-Build Firm further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Design-Build Firm shall correct it promptly after receipt of written notice from County. Design-Build Firm shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year Warranty Period.

21. TESTS AND INSPECTIONS

21.1. 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. Design-Build Firm shall provide proper, safe conditions for such access. Design-Build Firm shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

21.2. 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, Design-Build Firm 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.

21.3. 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 Design-Build Firm's expense unless Design-Build Firm has given County timely notice of Design-Build Firm'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 Design-Build Firm's sole expense.

21.4. The County shall charge to Design-Build Firm and may deduct from any payments due Design-Build Firm 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.

21.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Design-Build Firm from Design-Build Firm's obligations to perform the Work in accordance with the Contract Documents.

22. DEFECTIVE WORK

22.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County, Design-Build Firm 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. Design-Build Firm 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.

22.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Design-Build Firm, 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, Design-Build Firm 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, Design-Build Firm 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.

22.3. If any portion of the Work is defective, or Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm or any other party.

22.4. 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. Design-Build Firm 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, Design-Build Firm shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

22.5. If Design-Build Firm 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 Design-Build Firm fails to perform the Work in accordance with the Contract Documents, or if Design-Build Firm fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Design-Build Firm, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Design-Build Firm from any or all of the Project site, take possession of all or any part of the Work, and suspend Design-Build Firm's services related thereto, take possessions of Design-Build Firm'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 Design-Build Firm but which are stored elsewhere. Design-Build Firm 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 Design-Build Firm, 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 Design-Build Firm's defective Work. Design-Build Firm 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.

23. SUPERVISION AND SUPERINTENDENTS

23.1. Design-Build Firm 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. Design-Build Firm shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design-Build Firm 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 Design-Build Firm's representative at the Project site and shall have authority to act on behalf of Design-Build Firm. All communications given to the superintendent shall be as binding as if given to the Design-Build Firm. County shall have the right to direct Design-Build Firm to remove and replace its Project superintendent, with or without cause.

24. PROTECTION OF WORK

24.1. Design-Build Firm 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 Design-Build Firm, or any one for whom Design-Build Firm is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate Design-Build Firms, Design-Build Firm shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Design-Build Firm.

24.2. Design-Build Firm shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25. EMERGENCIES

25.1. 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, Design-Build Firm, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Design-Build Firm shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Design-Build Firm 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 Design-Build Firm fails to provide the forty-eight (48) hour written notice noted above, the Design-Build Firm 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.

26. USE OF PREMISES

26.1. Design-Build Firm 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. Design-Build Firm 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. SAFETY

27.1. The Design-Build Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

27.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

27.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

27.1.3. 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.

27.2. The Design-Build Firm 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 Design-Build Firm shall erect and maintain all necessary safeguards for such safety and protection. The Design-Build Firm 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. Design-Build Firm'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.

27.3. The Design-Build Firm shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by the Design-Build Firm to the County.

27.4. The Design-Build Firm shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

28. PROJECT MEETINGS

Prior to the commencement of Work, the Design-Build Firm shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the

Design-Build Firm shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

_____

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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[Description/Sheet No./Date]

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND _____ FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with _____, a_____ corporation for profit, to perform all work ("Work") in connection with _____ ("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:

[DESCRIBE CONTRACT AMOUNT]

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 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.

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 _____ ( ) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within _____ ( ) 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 _____ ( ) 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, **$**_____ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

_____
_____
_____
Attention: _____

B. All correspondence with the Contractor will be addressed to the following:

[INSERT NAME OF CONTRACTOR, ADDRESS AND NAME OF PERSON WITH HIS OR HER TITLE TO WHO'S ATTENTION THE NOTICE SHOULD BE SENT]

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 _____ signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

County Administrator

Witness: _____

Date: _____

CONTRACTOR:
_____, a _____ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit _____ (__) 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.

<u>If the Contract Amount is $200,000.00 or less, the following shall apply:</u>

~~Due to circumstances beyond the Contractor's control and a~~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.

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.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD ~~or video tape in VHS~~ in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial

completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold

harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I,

Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses,

Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review

will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the

instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written

concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the

necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for

whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in

storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

FORM I: Bridges, Docks and Boat Ramps

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM I

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND

_____

FOR

_____

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32501, (hereinafter referred to as "County,") and _____, a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is _____, and whose business address is,_____, (hereinafter referred to as "Contractor").

WITNESSETH:

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, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. The 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 any Work performed pursuant to this Agreement.

1.2 In case of any inconsistency or conflict among the provisions of this 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.

SECTION 2. SCOPE OF WORK

2.1 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 assigned to the Contractor.

2.2 The basic Scope of Work to be performed under this Agreement is to provide for “Miscellaneous Bridge, Dock, and Boat Ramp repairs and construction” for projects within Escambia County, Florida, per the Florida Department of Transportation “Standard Specifications for Road and Bridge Construction” (current edition) and the “Escambia County Bridge, Dock, and Boat Ramp Specification Guide” (current edition) and, unless otherwise specifically excluded from any particular purchase order, all Work shall comport with County guidelines for construction, rehabilitation and renovation of projects, and local ordinances, State, and Federal laws and regulations.

SECTION 3. ORDERING OF THE WORK

3.1 The Contractor is one of several firms selected to perform work on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of work to be assigned to the Contractor.

3.2 When requested by the County, the Contractor will provide a bid to the County to perform the work requested under a scope of work, and the County shall select the most responsive bidder to perform the work.

3.3 The County will issue a purchase order to the Contractor which describes the work to be provided by the Contractor and the amount of compensation to be provided by the County.

SECTION 4. BONDS.

4.1 Where the Contract Amount is in excess of $250,000.00 and/or at the County's request, Contractor shall provide at its 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 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 any Work assigned 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 a Project site prior to the Commencement Date. Contractor shall provide forty-eight (48) hours' notice prior to beginning Work.

5.2 County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the agreed time period, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**_____ 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 representative 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.

5.3 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.

5.4 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: Technical Specifications
Exhibit H: Plans & Standard Details prepared by or for County and Identified as follows:
Exhibit I: Federal Documents (if applicable)
Exhibit J: Solicitation Documents Index

SECTION 7. COMPENSATION AND METHOD OF PAYMENT

7.1 COMPENSATION:

Contractor shall be compensated for satisfactory completion of work performed pursuant to an assigned scope of work in accordance with this Agreement. Individual purchase orders submitted to the Contractor will be paid through a budget line item recommended by Staff and approved by the Board of County Commissioners. For each such purchase order, the Contractor will be compensated by a lump sum fee, unless otherwise mutually agreed to by the parties hereto.

7.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be

contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

7.3 Payment requisitions will be sent to:

Robin Lambert
Account Manager
Enginvoices@myescambia.com
(850) 595-3412 (phone)

Notices will be sent to:

County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502
(850) 595-4900 (phone)
(850) 595-4908 (fax)

7.4 Payments and notices will be made to the Contractor at:

(Principle Name & Title)
(Consulting Firm's Name)
(Address)
(City, State, Zip)

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 RECORDS:

(a) The Contractor 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 Contractor 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 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, as amended. 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 right or remedy and after giving the Contractor and its surety, if any, seven (7) days' written notice, during which period the Contractor still fails to allow access to such documents, terminate the employment of the Contractor. 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

8.2 SUBCONTRACTORS: In the event the Contractor, during the course of any work performed under this Agreement, requires the services of any subcontractors or other professional associates in connection with work performed under this Agreement, the Contractor must secure the prior written approval of the County unless such work is specifically detailed in the purchase order.

8.3 REPRESENTATIVE OF COUNTY AND CONTRACTOR:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Contractor, shall designate and shall advise the Contractor in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the project shall be addressed.

8.4 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

8.11 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

8.12 NO WAIVER: The failure of the Contractor 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.

8.13 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.

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, and (Firm's Name), 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: _____

WITNESS: _____ Date: _____

BCC Approved: _____

CONTRACTOR:
(Firm's Name), a for-profit corporation authorized to do business in the State of Florida.

By: _____
President

ATTEST: Corporate Secretary

By: _____ Date: _____
Secretary

[CORPORATE SEAL]

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions

and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4 Contractor shall submit one electronic copy of each 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 by the County, 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.

If the Contract Amount is $200,000.00 or less, the following shall apply:
~~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.

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.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty-five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs (as determined by the County Project Manager) showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial

completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1. Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney’s and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor’s obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold

harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6. All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8. Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9. Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I,

Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

15. CLEANUP AND PROTECTIONS

15.1 Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

16 ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

17 PERMITS, LICENSES AND TAXES

17.1 Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses,

Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2 Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, Northwest Florida Water Management District and any archeological permitting agency will be paid for and obtained by the County.

17.3 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

18 TERMINATION FOR DEFAULT

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

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.

20 COMPLETION

20.1 Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the

Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

21 WARRANTY

21.1 Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied,

installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond, if required, shall remain in full force and effect throughout the two (2) year Warranty Period.

22 PROJECT LAYOUT AND CONTROL

22.1 Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2 Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3 Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

23 TESTS AND INSPECTIONS

23.1 County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3 If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4 Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5 Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

24 DEFECTIVE WORK

24.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2 If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3 If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4 Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order

shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5 If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

25 SUPERVISION AND SUPERINTENDENTS

25.1 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

26 PROTECTION OF WORK

26.1 Contractor shall fully protect the Work from loss or damage and shall bear the cost of any

such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

27 EMERGENCIES

27.1 In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

28 USE OF PREMISES

28.1 Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2 Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

29 SAFETY

29.1 The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1 All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3 Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

30 PROJECT MEETINGS

30.1 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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14538 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/02/2018
Issue: Request for Disposition of Property
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy Jones, P.E., Public Works Department Director

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

BACKGROUND:
The Request Forms have been signed by all applicable authorities.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with FS 274.07 and BCC Policy Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Disposition of Property form
Disposition of Property form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Road Department COST CENTER NO: 210405

MaribelleVan Brussel DATE: 5/16/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	54226	FORD PICKUP	1FTNF20526EA68775	F-250	2006	POOR
N						POOR
N						POOR
N						POOR
N						POOR
N						

Disposal Comments: IN VERY POOR CONDITION...NEEDS TO BE AUCTIONED

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5/16/18

FROM: Escambia County Department Director (Signature):

Director (Print Name): JAMES HIGDON

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

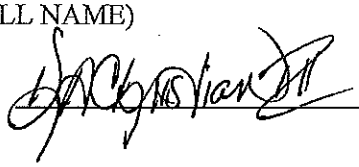
REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: TRAFFIC DEPARTMENT COST CENTER NO: 211201

DON CHRISTIAN III DATE: 01/12/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3436

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49250	CHEVY P/U	1GCEC14V21233349	C1500	2001	POOR

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

Date: 1-12-18

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Forte

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-14553 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/02/2018
Issue: Legislative Funding Initiative for Florida Estuary Programs
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Legislative Funding Initiative for Florida Estuary Programs - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning a legislative funding initiative for Florida Estuary Programs:

A. Support allocating State funding for the Pensacola/Perdido, Choctawhatchee, and St. Andrew Bays Estuary Programs and Florida National Estuary Programs as a legislative priority;

B. Authorize staff to work with the Northwest Florida delegation on this initiative; and

C. Authorize staff to work with and utilize the County's lobbyist for this initiative.

BACKGROUND:

The U.S. Environmental Protection Agency (USEPA) Gulf of Mexico Program awarded a $2 million competitive grant to Escambia County to establish the Pensacola and Perdido Bays Estuary Program. The grant award from USEPA was allocated by the Gulf Coast Ecosystem Restoration Council as a Tier 1 project in the Funded Priorities List. The Board authorized submittal of the grant proposal at the July 13, 2017 Board Meeting. The new Estuary Program will incorporate the 5 local governments that have been involoved in the Bay Area Resource Council (BARC) plus additional representation from Alabama and Okaloosa County.

With their national recognition and fully involved stakeholder support, other Estuary Programs across the country are able to successfully leverage funds and

receive grants and other appropriations from state and federal sources. For example, the Tampa Bay Estuary Program recently reported that for every dollar of local government commitment, there is a $9 return in benefits. With a 9:1 leveraging of local funds, the Pensacola and Perdido Bays Estuary Program will be very beneficial for improving the quality of life and the economy of Escambia County.

The Executive Director of the Charlotte Harbor National Estuary Program and Okaloosa County staff, representing the Choctawhatchee Bay Estuary Coalition, reached out to Escambia County staff to gauge support for a joint legislative funding initiative for the three Northwest Florida Estuary Programs and the four Florida National Estuary Programs. The Okaloosa County Board of County Commissioners approved a similar recommendation at their July 17, 2018 Board Meeting.

BUDGETARY IMPACT:

No budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal sign-off required with this recommendation.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with County Administration, the Northwest Florida delegation, and the County's lobbyist.

Attachments

July 13, 2017, BCC Meeting Minutes Page
Autust 31, 2017, USEPA Notice of Award

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

2017000818

1. Letter of Support

Motion made by Commissioner Bergosh, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson absent, approving, and authorizing the Chairman to sign, a letter of support to include an eastbound right turn lane on the current construction project at the intersection of Woodside Drive and Mobile Highway.

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

2017000819

1. USEPA Grant Proposal

Motion made by Commissioner Bergosh, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson absent, taking the following action concerning a United States Environmental Protection Agency (USEPA) Grant Proposal to establish an Estuary Program for Pensacola and Perdido Bays:

A. Approving the USEPA Grant Proposal to establish an Estuary Program for Pensacola and Perdido Bays; and

B. Authorizing staff to submit the Grant Proposal and letters of support to the USEPA on behalf of the Bay Area Resource Council (BARC).

2017000820

2. PD 15-16.007

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, approving to table, to July 27, 2017, the recommendation that the Board take the following action concerning the Contract Amendment between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan (Funding Source: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107/56301, Project #15EN3344, "Pensacola Beach Congestion Management Plan"; funds have been allocated in LOST IV, Cost Center 210106, for this project):

A. Approve, and authorize the County Administrator to sign, the Amendment of Agreement for Professional Services between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan; and

(Continued on Page 26)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
GULF OF MEXICO PROGRAM
2510 14th St., Suite 1212
Gulfport MS 39501
Phone 228-679-5900 / Fax 228-679-5921

August 31, 2017

Jeffrey T. Kirschenfeld, Director
Escambia County Board of County Commissioners, FL
Department of Natural Resources Management
221 Palafox Place
Pensacola, FL 32502-6909
jtkirsche@myescambia.com

RE: EPA-GM-2017-RESTORE-Estuary-Program RESTORE Estuary Program (Planning)

Dear Mr. Kirschenfeld,

On behalf of the United States Environmental Protection Agency (EPA) Gulf of Mexico Program (GMP), I am pleased to inform you that EPA has selected the Escambia County Board of County Commissioners / Department of Natural Resources Management application for funding under the above-referenced announcement. The purpose of this letter is to advise you of the status of your application and to provide you with additional information regarding the next steps in the process.

Please note that funding for this project is through the RESTORE Council and will require the completion of both the RESTORE Council and EPA funding processes. This may result in additional processing time for receipt of the award. Please also note only a duly authorized grant officer can bind the government following approval of your final application. The award will not be final until both the EPA and RESTORE processes are completed and a notice of award approval is issued by the EPA award official and affirmed by your organization.

Please contact Matt Beiser at Beiser.matt@epa.gov for further guidance on finalizing your award.

Again, congratulations and we look forward to working with you on this important project.

Sincerely,

Ben Scaggs
Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14485 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Service Fee Change
From: John J. Lanza, MD, PhD, MPH, FAAP, Director
Organization: Florida Dept. of Health in Esc. Co.
CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

Periodically the Escambia County Health Department revises its schedule of fees for services. The last revision of the fee schedule occurred on September 22, 2016.

BUDGETARY IMPACT:

The fee changes by the Florida Department of Health are consistent with fees imposed by surrounding counties and will generate revenue to support operational expenses.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01, Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations...The Department of Health shall enter into contracts with the several counties for the purposes of this

part."

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
This Recommendation requires the approval of the recommended Resolution.

Attachments

Fee Resolution

RESOLUTION NUMBER R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING A REVISED FEE SCHEDULE FOR SERVICES PROVIDED BY THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into an agreement with the State of Florida, Department of Health for the provision of certain health services to Escambia County citizens; and

WHEREAS, the Department of Health has requested an increase in the cost of certain health related services provided pursuant to the parties' contract for the operation of the Escambia County Health Department.

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

Section 1. That the forgoing recitals are true and correct and incorporated herein by reference.

Section 2. That the Escambia County Health Department Fee Schedule, attached hereto and incorporated herein as Exhibit "A", as it relates to certain health related services pursuant to the parties' contract for the operation of the Escambia County Health Department, is hereby approved as presented.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 7/26/18

Exhibit A
FLORIDA DEPARTMENT OF HEALTH IN ESCAMBIA COUNTY
FEE SCHEDULE FY 2017-2018

Clinical Services, Nutrition Services, Public Health Services and Vital Statistics Fees	
SERVICE DESCRIPTION	**FEE**
Vital Statistics Birth and Death Records	$11.00 Birth Certificate; $10 per additional copy of birth certificate, if ordered with initial request. $10.00 Death Certificate $ 5.00 Notary Services - Birth Certificate Amendments $ 3.00 Archival Envelope
Record copy	$0.15/page • No charge (first copy to client or provider for continuity of care)
Vaccines for Children (VFC) Program (birth through 18 yrs of age)	No charge for children birth through 18 years of age. •Administration fee billed for Medicaid eligible children.
Non-VFC Vaccines	Adult vaccines: current care fee plus cost of vaccine
Clinical Services by Current Procedural Terminology (CPT) Code	Current Medicare Rate + 25% • If not covered by Medicare, current Medicaid Rate + 25%
Laboratory Testing/X-ray	Cost of test plus current care fee
Document Certified by MD	$20.00
HIV Test	$20.00
School Physical	$40.00
TB Skin Test Reading	$10.00
Congregate Meal Site Review	$75.00
Nutrition Staff In-Service	$150.00
Nutrition Counseling - Interagency	$40.00
Nutrition Counseling - Individual	$50.00
Public Health - Cluster/outbreak investigations - commercial enterprises and disputes between private parties on public health matters	Actual Cost
Initial review and certification, annual updates and revisions of emergency plans for home health agencies, nurse registries, hospice programs, and home medical equipment providers	$100.00

Environmental Health Permits and Inspections			
SERVICE DESCRIPTION	**STATE FEE**	**COUNTY FEE**	**TOTAL FEE**
POOLS (Application Fee)			
> 25,000 Gallons	$250.00	$168.00	$418.00
≤ 25,000 Gallons	$125.00	$79.00	$204.00
Exempted Pool (over 32 units)	$50.00	$53.00	$103.00
BODY PIERCING FACILITIES			
Application Fee	$150.00	$0.00	$150.00
TANNING FACILITIES			
Permit	$150 + $5 each additional device	$105.00	Min $255/Max $315
Plan Review	$0.00	$27.00	$27.00
Preliminary Inspection to License	$0.00	$27.00	$27.00
OSTDS (Septic Tanks)			
New System Escambia CHD Fee State	$350.00	$200.00	$550.00
Abandonment	$50.00	$50.00	$100.00
Existing > 3 yrs. Old	$85.00	$150.00	$235.00
Repair	$300.00	$50.00	$350.00

Exhibit A

FLORIDA DEPARTMENT OF HEALTH IN ESCAMBIA COUNTY

FEE SCHEDULE FY 2017-2018

SERVICE DESCRIPTION	STATE FEE	COUNTY FEE	TOTAL FEE
GROUP FACILITIES			
Adult Family Care Homes	$0.00	$187.00	$187.00
Assisted Living < 24	$0.00	$319.00	$319.00
Assisted Living ≥ 24	$0.00	$345.00	$345.00
Crisis Stabilization Unit < 24	$0.00	$319.00	$319.00
Crisis Stabilization Unit ≥ 24	$0.00	$345.00	$345.00
Intermediated Care Facilities for developmentally disabled	$0.00	$240.00	$240.00
Mobile Home & Recreational Vehicle Park (preempted)	$4/space	$0.00	Min $100/Max $600
Other Residential Facilities	$0.00	$319.00	$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities < 12	$0.00	$319.00	$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities ≥ 12	$0.00	$345.00	$345.00
Residential Group Care < 24	$0.00	$319.00	$319.00
Residential Group Care ≥ 24	$0.00	$345.00	$345.00
School Inspections	$0.00	$187.00	$187.00
Transitional Living Facilities < 24	$0.00	$319.00	$319.00
Transitional Living Facilities ≥ 24	$0.00	$349.00	$349.00
FOOD SERVICE FACILITIES			
Alcohol Inspection Approval	$30.00	$50.00	$80.00
Bars/Lounges	$190.00	$160.00	$350.00
Civic/Fraternal	$190.00	$50.00	$240.00
Jails/Prisons	$250.00	$160.00	$410.00
Limited Food	$110.00	$97.00	$207.00
Movie Theaters	$190.00	$150.00	$340.00
Residential Facilities	$135.00	$160.00	$295.00
School ≤ 9 Months	$110.00	$97.00	$207.00
School > 9 Months	$200.00	$160.00	$360.00
Other Food Service	$190.00	$160.00	$350.00
LATE PERMIT FEES			
All Permitted Facilities	varies	$50.00	$50.00 plus applicable state fee

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14537 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Escambia Consortium 2018 Annual Action Plan
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia Consortium 2018 Annual Action Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Escambia Consortium Florida 2018 Annual Action Plan:

A. Approve the Escambia Consortium Florida 2018 Annual Action Plan for Housing and Community Development, detailing the use of 2018 Community Development Block Grant (CDBG) funds in the amount of $1,552,350 and 2018 HOME Investment Partnerships Program (HOME) funds in the amount of $1,199,416; and

B. Authorize the County Administrator to execute all Escambia Consortium Florida 2018 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2018 CDBG and 2018 HOME Programs.

[Funding: Fund 129/CDBG, Cost Centers 370232 and 370233; Fund 147/HOME, Cost Center 370270]

BACKGROUND:

Escambia County in conjunction with other members of the Escambia Consortium (comprised of Escambia County, the City of Pensacola, and Santa Rosa County) has prepared the Escambia Consortium 2018 Annual Action Plan, which incorporates the specific funding applications of all member jurisdictions for the CDBG and HOME Programs for that fiscal year. Plan activities must support the five year Consolidated Plan that was prepared and approved in 2015. A full copy of Annual Action Plan is attached as Exhibit I, with the funding and activities that will encompass the HUD Program Year extending from October 1, 2018 through September 30, 2019. A summary of annual activities to be financed with 2018 CDBG and HOME resources is provided in Exhibit II. Activities listed in the Annual Action Plan are also in support of the County's Comprehensive Plan Housing Element and the County's Community Redevelopment Area Plans.

A public notice regarding preparation of the Consolidated Plan and Annual Plan was published in the *Pensacola News Journal* on March 5, 2018 to initiate the public participation process in order to receive public input, comments and agency proposals or recommendations concerning housing and community development needs and priorities in the area. A public hearing was held in Escambia County on March 20 and a public hearing was held in Santa Rosa County on March 15. Following the input phase, the Plans were drafted and made available for public review and comment. The CDBG and HOME activities proposed for funding through the 2018 Annual Action Plan were advertised in the *Pensacola News Journal* on May 19 for a minimum 30 day comment period, and an additional public meeting was held in Santa Rosa County on May 31 and in Escambia County on May 22 to receive public review, comments and specific input concerning the draft Plans, with comments being accepted June 20. A summary of the Citizen Participation is included in Section AP-10 of the Plan, with copies of ads and written public comments in the Citizen Participation Addendum included in the Plan.

The final step in the process is to obtain approval of the Plans by all governmental bodies within the Consortium. The City of Pensacola, and Santa Rosa County will approve the Plans during their respective July meetings. Escambia County serves as the lead participating jurisdiction for the Consortium. The Plan is due to HUD on or before August 15, 2018, with HUD approval anticipated October 2018.

The County will not receive Emergency Solutions Grant (ESG) funding which supports homeless activities this fiscal year due to falling below HUD's formula threshold for receipt of funds. Funds that would have been received by the County will be distrubuted to the state for allocation.

BUDGETARY IMPACT:

The Annual Action Plan does not commit any County General Fund revenue. The County will directly receive the following amounts for uses specified in the Annual Action Plan and summarized in Exhibit II:

FUNDING	AMOUNT
CDBG/Fund 129	$1,552,350
HOME/Fund 147	$1,199,416
TOTALS:	**$2,751,766**

For reference, last year's CDBG allocation was $1,478,299; HOME was $880,028; and ESG was $144,059.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the SF-424's and Escambia County Certification forms (Exhibit III) that must be executed in order to receive HUD funds.

PERSONNEL:

There is no new impact on County personnel or positions as a result of the Board's approval of the Escambia Consortium Consolidated Plan and Annual Action Plan. Preparation of the Plans and implementation of the CDBG and HOME activities financed hereunder are administered by Neighborhood Enterprise Division staff and/or staff of the Consortium's member jurisdictions.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Annual Action Plan requires formal approval by the Board prior to submission to HUD in order to receive CDBG and HOME funding.

IMPLEMENTATION/COORDINATION:

Completion of the Consolidated Plan process has necessitated extensive coordination with many sectors of the local community, such as public and private affordable housing interests; County departments with respect to CDBG activities; non-profit public service agencies; local public housing authorities; homeless organizations; Escambia County, City of Pensacola, and Santa Rosa County administrative staff; interested citizens; and low/moderate income families.

For reference, the use of CDBG funds must be used for activities that primarily benefit lower income families in areas such as: housing rehabilitation and affordable housing development activities, CDBG eligible public infrastructure improvements, and public services. HOME funds are restricted to activities that produce or preserve affordable housing.

Attachments

Ex I-2018 HUD Ann Plan
Ex II-2018 HUD Annual Plan Summary
Ex III-Certifications and 424s

EXHIBIT I

ESCAMBIA CONSORTIUM
FLORIDA

2018 Annual Action Plan
(October 1, 2018 – September 30, 2019)

Comprised of Escambia County, the City of Pensacola, and Santa Rosa County

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The 2018-19 Annual Action plan details resources and activities to be undertaken collaboratively within the Escambia Consortium, comprised of Escambia County, The City of Pensacola, and Santa Rosa County, Florida. The resources and activities detailed in this plan include the Community Development Block Grant (CDBG) and HOME Investments Partnerships Program (HOME) program funds. Escambia County, as an Urban County, and the City of Pensacola, as a Metropolitan City, are HUD entitlement communities, each receiving their own allocation of CDBG funding from HUD. Escambia County, the City of Pensacola, and Santa Rosa County have elected to form the Escambia Consortium to jointly receive an allocation of HOME funds, with Escambia County serving as the lead jurisdiction.

Member jurisdictions comprising the Escambia Consortium will continue their long-standing cooperative effort targeting the provision of housing, public services, and public facility improvements for lower income neighborhoods, families and individuals based on goals and needs cited in the Five Year Consolidated Plan as approved by the member jurisdictions in 2015.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Escambia County seeks to assist residents with obtaining decent affordable housing, a suitable living environment, and expanded economic opportunities. Based on housing market analysis, needs assessments, and public input gathered through the planning process, the Consortium selected the following areas as priority objectives for the Consortium:

1. Affordable Housing
2. Public Services
3. Public Improvements and Infrastructure
4. Public Facilities
5. Homeless
6. Neighborhood Redevelopment
7. Economic Development

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Following each program year, the Consortium prepares a Consolidated Annual Performance and Evaluation Report (CAPER), for submission to HUD. These documents may be viewed online at https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/plans-and-reports or by contacting Escambia County, the lead jurisdiction. Issues identified in the CAPER inform the preparation of the Consolidated Plan, with activities presented in the plan reviewed to determine the viability and success in addressing the needs of low/moderate income residents and target areas in the jurisdiction. Within funding limitations, activities are revised to address the changing needs of the community.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Plan is a result of working with in and with the community to identify interests and priorities of individual citizens, organizations, local governments, private sector, with special outreach to citizens, businesses, and agencies located in CDBG targeted areas as well as low and moderate income persons. The Consortium made outreach to neighborhood groups located in CDBG target areas as well as agencies serving low and moderate income persons. Public participation was requested through multiple public advertisements as well direct contact of housing agencies and neighborhood groups for participation in the public hearings.

A summary of the public advertisements, public meetings and citizen participation and consultation is included in Section AP-12.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Citizen comments were received during the public meetings and hearings are attached in their entirety at the end of this Plan. Comments ranged from the need for the continuance of housing rehabilitation programs for low income individuals, housing and other public service assistance for at-risk populations including the elderly, disabled, homeless, mentally ill and/or those with substance abuse diagnoses, capital improvement projects, as well as housing and economic development activities focused in target areas. Written public comments received are included in the attachments to this Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments submitted through the public participation process were considered in the planning process. Some comments were received after the deadline, and therefore could not be included for consideration in funding for next fiscal year, but have been included in the attachments to this plan.

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ESCAMBIA COUNTY	Neighborhood Enterprise Division
HOME Administrator	ESCAMBIA COUNTY	Neighborhood Enterprise Division
ESG Administrator	ESCAMBIA COUNTY	Neighborhood Enterprise Division

Table 1 – Responsible Agencies

Narrative

Escambia County and the City of Pensacola serve as the responsible agencies for their respective Community Development Block Grant (CDBG) entitlement allocations. Escambia County serves as the lead agency regarding the HOME Consortium, which includes Escambia, the City of Pensacola, and Santa Rosa County. Escambia County is the responsible agency for the Emergency Solutions Grant (ESG).

NOTE: No ESG funds have been allocated from HUD this fiscal year.

Consolidated Plan Public Contact Information

Escambia County (Lead Jurisdiction)
Neighborhood & Human Services Department
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
Phone: 850.595.0022
Fax: 850.595.0342
Email: ned@myescambia.com

City of Pensacola
Office of Housing
420 W. Chase Street
P.O. Box 12910
Pensacola, FL 32521-0031
Phone: 850.858.0350

Santa Rosa County
Community Planning, Zoning and Development Division
6051 Old Bagdad Hwy, Suite 201
Milton, FL 32583
Phone: 850.981.7076

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The formal plan process began in March 2018 and was achieved through a variety of strategies, including public meetings and one on one meetings. Public meetings and hearings were held in relation to the development of the 2018 - 2019 Annual Action Plan. Local service providers, nonprofits, and citizens, were in attendance at the public meetings. Meetings were held both in Escambia County and Santa Rosa Counties.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The consortium endeavors to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies. Escambia County, the City of Pensacola, and Santa Rosa County have developed long-standing relationships with other governmental units, paid and volunteer based non-profit organizations, quasi-public entities, private interests, public and private employment and training agencies, the educational sector, and community interest groups. Housing needs in the Consortium outstrip the capacity of local government resources, which necessitates a cooperative process to leverage limited funds to maximize the benefits for the entire community.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Opening Doors Northwest Florida, Inc. (formerly The EscaRosa Coalition on the Homeless), the local Continuum of Care (COC), was consulted during the planning process, with meetings between the Consortium and the Executive Director to discuss current projects, challenges, and funding priorities for the COC. The County Neighborhood Enterprise Division (NED) presented to the COC's Board of Directors on March 19, 2018 soliciting feedback for the ESG program. NED attended meetings this past year regarding the implementation of the COC's coordinated assessment, which serves as referral for homeless persons to agencies that are serving the homeless. The County continues to perform the NEPA environmental review for HUD COC projects to assist COC agencies with implementation of those projects.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Meetings noted in this section as well as the advertised public hearings also covered the Emergency Solutions Grant (ESG) funding. However, for the first time since 1991, the County will not be receiving ESG funds due to falling under HUD formula threshold for receipt of funds. This cease in funding has caused alarm for agencies that serve the homeless, even though the funding will be allocated to the State. The County met jointly with the COC lead and Loaves and Fishes Soup Kitchen in May to discuss the discontinuance of ESG funding. NED and the COC have been in conversation with the State Department of Children and Families who administer the State ESG funds and participated in a joint conference call on July 19, 2018 concerning the state funding. The local COC has been successful in the past in applying for State ESG funds and is being encouraged to continue to apply in the next competitive round.

No changes were recommended to existing ESG activities still underway and not 100% expended. The County will continue to rely on the local COC to assist in providing info from the HMIS system for reporting to HUD in the SAGE system and for evaluating the ESG program, even though the County will not be able to supply any ESG funding to the COC for HMIS and general administration next fiscal year. The County is looking at alternate grant funding to possibly provide some gap support for the ESG activities that the community had hoped would be allocated and will be in close contact with the COC over this next fiscal year.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	PENSACOLA
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with City of Pensacola as a member of Escambia Consortium in all aspects of Citizen Participation, Consolidated Plan and Annual Planning process, including program implementation. Also consulted with the City of Pensacola Housing Department in their role as a PHA regarding housing needs.
2	**Agency/Group/Organization**	SANTA ROSA COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with Santa Rosa County as a member of Escambia Consortium in all aspects of Citizen Participation, Consolidated Plan and Annual Planning process, including program implementation.
3	**Agency/Group/Organization**	Opening Doors Northwest Florida, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Opening Doors Northwest Florida, Inc. (formerly The EscaRosa Coalition on the Homeless) was contacted for input relative to the Annual Action Plan and ESG funding. County staff met with the COC Board in March 2018 and engaged in follow-up emails and phone calls for homeless specific input for completion of the Plan.
4	**Agency/Group/Organization**	Area Housing Commission
	Agency/Group/Organization Type	PHA

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach was made to the AHC for public meetings. The County continues to discuss housing issues and affordable housing shortages with AHC.
5	**Agency/Group/Organization**	COUNCIL ON AGING OF WEST FLORIDA, INC.
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Council on Aging Representatives were present at the public meeting and commented on the Annual Plan. Their services are critical in serving low and moderate income elderly in unincorporated Escambia County and funding support is recommended.
6	**Agency/Group/Organization**	Legal Services of North Florida
	Agency/Group/Organization Type	Services - Housing Services-Education Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives from LSNG attended public hearings and provided public comment on the Annual Plan. Their services assist directly and indirectly with housing challenges in the area. Additionally, their office handles many issues related to fair housing. Continued funding is recommended.
7	**Agency/Group/Organization**	Escambia-Pensacola Human Relations Commission
	Agency/Group/Organization Type	Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation with the Human Relations Commission is ongoing with the County currently providing general funds for the oversight of the County Fair Housing ordinances. An in-depth review of HRC activities occurred in Spring 2018.
8	**Agency/Group/Organization**	Loaves and Fishes Soup Kitchen, Inc.
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation with Loaves and Fishes was largely in relation to the cutting of ESG funding by HUD as they have received shelter operation support in the past. Loaves and Fishes submitted public comments on the plan. Some support is recommended under CDBG, but the agency is encouraged to work with the local COC to apply for State ESG funds to make up for funding deficiencies.
9	**Agency/Group/Organization**	AMR AT PENSACOLA, INC
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a local affordable housing provider and CHDO, the agency was contacted regarding input for the Annual Plan.
10	**Agency/Group/Organization**	CIRCLE, INC
	Agency/Group/Organization Type	Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a local affordable housing provider and CHDO, the agency was contacted regarding input for the Annual Plan.
11	**Agency/Group/Organization**	COMM. EQUITY INVESTMENTS, INC
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a local affordable housing provider and CHDO, the agency was contacted regarding input for the Annual Plan.
12	**Agency/Group/Organization**	Community Action Program Committee
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a local affordable housing provider and CHDO, the agency was contacted regarding input for the Annual Plan.
13	**Agency/Group/Organization**	Northwest Florida Community Housing Development Corporation
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a local affordable housing provider and CHDO, the agency was contacted regarding input for the Annual Plan. The agency requested additional information concerning proposed CHDO activities.
14	**Agency/Group/Organization**	Pensacola Habitat for Humanity
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a local affordable housing provider, the agency was contacted regarding input for the Annual Plan
15	**Agency/Group/Organization**	TOWN OF CENTURY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted as an adjacent unit of local government. The County is currently collaborating on housing activities utilizing state funding in the Town and anticipates additional funding next fiscal year may be provided. Town residents remain eligible to apply for demolition/clearance activities under CDBG.

Identify any Agency Types not consulted and provide rationale for not consulting

Outreach was made to neighborhood groups in the Escambia County Community Redevelopment Areas via email, as these areas include CDBG target areas. Some groups did not provide a formal response.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Opening Doors of Northwest Florida	Consolidated Plan strives to match HUD and COC strategic planning efforts as it relates to collaboration on the ESG program design and implementation as well as provision of housing and services for the homeless
Atwood Redevelopment Plan	Escambia County Community Redevelopment Agency (CRA)	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services.
Barrancas Redevelopment Plan	Escambia County CRA	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services.
Brownsville Redevelopment Plan	Escambia County CRA	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services.
Cantonment Redevelopment Plan	Escambia County CRA	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services.
Englewood Redevelopment Plan	Escambia County CRA	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services.
Ensley Redevelopment Plan	Escambia County CRA	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Palafox Redevelopment Plan	Escambia County CRA	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services.
Warrington Redevelopment Plan	Escambia County CRA	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services.

Table 3 – Other local / regional / federal planning efforts

Narrative

Escambia County closely coordinated with the City of Pensacola, the Town of Century, and Santa Rosa County in preparation of the Consolidated Plan, both as members of the Escambia Consortium and as adjacent units of local government.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation was achieved through various methods. Multiple public hearings were held in the two county area in relation to the development of the 2018/19 Annual Action Plan. The plan was advertised for over 30 days in its final draft version for public review. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

Public meetings were held in Escambia County on March 20, 2018 and in Santa Rosa County on March 15 where input from community organizations, non-profits, and citizens were solicited for preparation of the Annual Action Plan. Public hearings were held in Santa Rosa County on May 31 and in Escambia County on May 22 where the Annual Action Plan was presented and public comment was again solicited.

Local participation has been greatly expanded with the use of local government websites with access to all types of planning documents, budgets, compliance reports, and program implementation summaries are readily available for public review.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	March 5, 2018 publication in Pensacola News Journal advising of public hearing to be held in Escambia and Santa Rosa Counties.	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	On March 15, 2018, a public hearing was held for Santa Rosa County. There were no attendees.	None	None	
3	Internet Outreach	Non-targeted/broad community Local agencies & groups	March 16, 2018 email to community groups, housing providers, and local not for profits regarding the Annual Plan process and reminder of public meetings and how to submit public comments.	None	None	
4	Newspaper Ad	Non-targeted/broad community	March 17, 2018 publication in Pensacola News Journal noting weekly meetings, which noted March 20 public meeting.	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Non-targeted/broad community	On March 20, 2018, a public meeting for Escambia County activities was held at the City of Pensacola office to give an overview of the HUD programs.	Minutes attached.	None.	
6	Internet Outreach	Non-targeted/broad community	Publication of public meeting information on Escambia County website from March through April 2018	None	None	
7	Internet Outreach	Local Agencies	May 17 email to local agencies concerning receipt of HUD allocations, proposed funding amounts, reminder regarding final public hearings, and instructions on how to submit comments.	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-targeted/broad community	May 19, 2018 half page ad in Pensacola News Journal noting proposed CDBG and HOME projects for FY 2018-19 for all jurisdictions as well as dates for final public meetings to be held in Escambia and Santa Rosa Counties.	None	None	
9	Internet Outreach	Non-targeted/broad community	Publication of second public hearing information and proposed projects on Escambia County website from May 2018 through July 2018.	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Public Hearing	Non-targeted/broad community	May 22, 2018 public hearing regarding proposed FY2018-19 projects held in Escambia County at the City of Pensacola Housing office. Five people attended.	Minutes attached.	None	
11	Public Hearing	Non-targeted/broad community	May 31, 2018 public hearing held in Santa Rosa County. No attendees.	None	None	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

With the declining funds at Federal, state and local levels, local governments must look at opportunities to leverage funding for maximum program impact as well as program income. Over the course of the Plan, the Consortium anticipates over $16 million in funding from federal resources (including City of Pensacola CDBG funds).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,552,350	0	0	1,552,350	0	CDBG funds will be utilized in accordance with this plan to address housing and community development needs in Escambia County, Florida

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,199,416	0	0	1,199,416	0	HOME funds will be utilized in accordance with this plan to address housing needs in the Escambia Consortium, including Escambia County, the City of Pensacola and Santa Rosa County.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	0	ESG funds will be utilized in accordance with this plan to address homeless needs in Escambia County, Florida.
Other	public - state	Homeowner rehab	60,000	0	0	60,000	0	State Housing Initiatives Partnership (SHIP) Program funds committed for Escambia County and City of Pensacola HOME Substantial Rehab/Reconstruction projects to serve as portion of required HOME match. Future year funding dependent on State allocations.

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Leverage is obtained through private funds or funds provided by partner agencies at the local level. Match requirements for the HOME program are met through the State Housing Initiatives Partnership (SHIP) Program, based on funding availability. If SHIP funding is not provided, the Consortium will have to explore other means of providing the required 25% match. SHIP funding requires 65% to be spent on homeowner activities and 75% on construction activities.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Each jurisdiction has the opportunity to convey publicly owned property to not for profits for the development of affordable housing. The majority of properties available is typically only suitable for single family development and may have various encumbrances against the property that impede redevelopment. Consortium staff will continue to review the suitability of parcels for housing or other community development needs.

Discussion

No ESG funding has been allocated to Escambia County for FY2018-19

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation (Owner Occupied)	2015	2019	Affordable Housing	Unincorporated Escambia County	Affordable Housing	CDBG: $441,756 HOME: $765,676 State Housing Initiatives Partnership Program: $60,000	Homeowner Housing Rehabilitated: 15 Household Housing Unit
2	Homebuyer Assistance	2015	2019	Affordable Housing Homeless	Escambia County Escambia & Santa Rosa Counties (HOME Consortium)	Affordable Housing	HOME: $133,886	Direct Financial Assistance to Homebuyers: 13 Households Assisted
3	CHDO Housing Development	2015	2019	Affordable Housing Homeless Non-Homeless Special Needs	Escambia & Santa Rosa Counties (HOME Consortium)	Affordable Housing	HOME: $179,913	Homeowner Housing Added: 4 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Rural Elderly Assistance Program	2015	2019	Non-Homeless Special Needs	Unincorporated Escambia County	Public Services	CDBG: $47,000	Public service activities other than Low/Moderate Income Housing Benefit: 114 Persons Assisted
5	Foreclosure Prevention Education	2015	2019	Affordable Housing Non-Housing Community Development	Escambia County	Public Services	CDBG: $10,000	Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted
6	Title Clearance	2015	2019	Affordable Housing	Escambia County	Public Services	CDBG: $60,000	Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
7	Fair Housing Services	2015	2019	Non-Housing Community Development Admin/Planning	Escambia County	Public Services	CDBG: $48,750	Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted
8	Emergency Shelter Operations & Services	2015	2019	Homeless	Escambia County	Homeless Public Services	CDBG: $50,000	Homeless Person Overnight Shelter: 525 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Public Improvements & Infrastructure	2015	2019	Non-Housing Community Development	COMMUNITY REDEVELOPMENT AREA Unincorporated Escambia County	Public Improvements and Infrastructure	CDBG: $365,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted
10	Public Facilities	2015	2019	Non-Housing Community Development	Unincorporated Escambia County	Public Facilities	CDBG: $200,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted
11	Demolition/Clearance	2015	2019	Non-Housing Community Development	COMMUNITY REDEVELOPMENT AREA Unincorporated Escambia County	Neighborhood Redevelopment	CDBG: $20,000	Buildings Demolished: 2 Buildings

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
12	Administration/Planning	2015	2019	Admin/Planning	Escambia County Escambia & Santa Rosa Counties (HOME Consortium)	Affordable Housing Economic Development Homeless Neighborhood Redevelopment Public Facilities Public Improvements and Infrastructure Public Services	CDBG: $309,344 HOME: $119,941 ESG: $0	Other: 1 Other

Table 3 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Rehabilitation (Owner Occupied)
	Goal Description	Escambia County CDBG Housing Rehabilitation Program and Escambia Consortium (Escambia County, City of Pensacola, and Santa Rosa County) HOME Substantial Rehabilitation/Reconstruction Programs. Escambia/Pensacola SHIP funds provided as HOME Match. May include LBP Assessments, Abatement, and Temporary Relocation.

2	**Goal Name**	Homebuyer Assistance
	Goal Description	Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home.
3	**Goal Name**	CHDO Housing Development
	Goal Description	Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units for homeownership or affordable rental units either through new construction or acquisition and rehab of substandard units.
4	**Goal Name**	Rural Elderly Assistance Program
	Goal Description	Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including meals and transportation, for rural elderly citizens in Cantonment, Century, Davisville, and McDavid in Escambia County, Florida.
5	**Goal Name**	Foreclosure Prevention Education
	Goal Description	Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance.
6	**Goal Name**	Title Clearance
	Goal Description	Funds will support legal services to clear title for low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes.
7	**Goal Name**	Fair Housing Services
	Goal Description	

8	**Goal Name**	Emergency Shelter Operations & Services
	Goal Description	Emergency Shelter assistance for homeless, including operating support of shelter.
9	**Goal Name**	Public Improvements & Infrastructure
	Goal Description	Public improvements include, but are not limited to, streets, sidewalks, water and sewer lines, fire hydrants, street lighting, and stormwater management. Projects will be prioritized in CRAs.
10	**Goal Name**	Public Facilities
	Goal Description	Public Facilities include, but are not limited to, acquisition, construction, and/or rehabilitation of community and neighborhood facilities, parks and recreational facilities, health facilities, as well as ADA accessibility improvements to County owned properties.
11	**Goal Name**	Demolition/Clearance
	Goal Description	Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, or code officer hours, specifically the Escambia County Redevelopment Areas and Century.
12	**Goal Name**	Administration/Planning
	Goal Description	Oversight, coordination, and management of financial and general administration of programs as well as program indirect costs. CDBG administrative costs include Escambia County only. HOME administrative costs include all participating jurisdictions (Escambia, Santa Rosa, and City of Pensacola). 2018 CDBG Admin: $309,344 ($307,344 to Escambia County; $2,000 to CRA) 2018 HOME Admin: $119,941 Total ($65,967 to Escambia County; $22,789 to City of Pensacola; $31,185 to Santa Rosa County)

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following list includes all projects planned for the Escambia Consortium for the Fiscal Year 2018-2019.

#	Project Name
1	CDBG Housing Rehabilitation
2	Temporary Relocation
3	Rural Elderly Assistance Program
4	Title Clearance
5	Foreclosure Prevention Education
6	Fair Housing Services
7	Homeless Shelter Support
8	Demolition/Clearance
9	County Facility ADA Accessibility Improvements
10	CRA Neighborhood Improvement Project Enhancements
11	CDBG Program Administration
12	Community Redevelopment Agency Support
13	Escambia HOME Substantial Hsg Rehab/Reconstruction
14	Pensacola HOME Substantial Hsg Rehab/Reconstruction
15	Santa Rosa HOME Substantial Hsg Rehab/Reconstruction
16	Santa Rosa HOME Homebuyer Assistance
17	CHDO Housing Development
18	HOME Program Administration

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The need for decent, affordable housing for extremely low, very low, and low/moderate income families remains a pressing need within the jurisdiction. The Consortium will continue to pursue opportunities to expand affordable housing for extremely low and very low income residents by sustaining the housing rehabilitation programs and working to create subsidized or below market rate rental opportunities. For low income families, affordable housing continues to be an unmet need. The plan supports the creation of below market rate rental opportunities, first time homebuyer and or housing rehabilitation assistance, and development of special needs housing to meet the needs of underserved populations in the community. The needs of moderate income families will be met by supporting first time homebuyer and housing upgrade assistance, the development of affordable below market rate rental opportunities, and housing tailored to meet the needs of underserved populations to include homeless and special needs families.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG Housing Rehabilitation
	Target Area	Unincorporated Escambia County
	Goals Supported	Housing Rehabilitation (Owner Occupied)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $421,756
	Description	Moderate owner occupied rehabilitation, including lead based paint assessment and abatement, and other related program operating costs, including program administration. Funds may also be used for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements to make housing safe, sound, and sanitary.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Provide assistance for 8-10 low/moderate income households
	Location Description	Scattered sites throughout unincorporated Escambia County
	Planned Activities	Moderate owner occupied rehabilitation, including lead based paint assessment and abatement, and other related program operating costs, including program administration. Funds may also be used for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements to make housing safe, sound, and sanitary.
2	**Project Name**	Temporary Relocation
	Target Area	Unincorporated Escambia County
	Goals Supported	Housing Rehabilitation (Owner Occupied)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $20,000
	Description	Funds to provide temporary relocation for households whose dwelling units are being rehabilitated under the County's Housing Rehabilitation Program

	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Provide assistance for 8-10 low/moderate income households
	Location Description	Various scattered sites throughout unincorporated Escambia County
	Planned Activities	Temporary relocation assistance for low/moderate income households
3	**Project Name**	Rural Elderly Assistance Program
	Target Area	Unincorporated Escambia County
	Goals Supported	Rural Elderly Assistance Program
	Needs Addressed	Public Services
	Funding	CDBG: $47,000
	Description	Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	115 elderly and/or disabled residents in the community
	Location Description	Unincorporated Escambia County
	Planned Activities	Support for Council on Aging Rural Elderly Outreach Program
4	**Project Name**	Title Clearance
	Target Area	Escambia County
	Goals Supported	Title Clearance
	Needs Addressed	Public Services
	Funding	CDBG: $60,000

	Description	Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimate of 20-25 Low or moderate income households will receive direct assistance.
	Location Description	Escambia County
	Planned Activities	Title clearance activities for low and moderate income individuals in Escambia County.
5	**Project Name**	Foreclosure Prevention Education
	Target Area	Escambia County
	Goals Supported	Foreclosure Prevention Education
	Needs Addressed	Public Services
	Funding	CDBG: $10,000
	Description	Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 20 low/mod households will be assisted.
	Location Description	County Wide, including Pensacola and Century.
	Planned Activities	Foreclosure Prevention Education
	Project Name	Fair Housing Services

6	**Target Area**	Escambia County
	Goals Supported	Fair Housing Services
	Needs Addressed	Affordable Housing Public Services Homeless
	Funding	CDBG: $48,750
	Description	Support ongoing Community Development Block Grant Fair Housing initiatives in the community.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	20 low/moderate income households
	Location Description	Escambia County
	Planned Activities	Fair housing education, support, landlord/tenant counseling, and review of complaints.
7	**Project Name**	Homeless Shelter Support
	Target Area	Escambia County
	Goals Supported	Emergency Shelter Operations & Services
	Needs Addressed	Public Services Homeless
	Funding	CDBG: $50,000
	Description	Support for operational costs for homeless shelter, including HMIS and/or coordinated entry costs to support shelter operations.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	150 homeless families will receive support
	Location Description	Escambia County
	Planned Activities	Operational support for Loaves and Fishes Soup Kitchen, Inc. emergency shelter

8	**Project Name**	Demolition/Clearance
	Target Area	COMMUNITY REDEVELOPMENT AREA Unincorporated Escambia County
	Goals Supported	Demolition/Clearance
	Needs Addressed	Neighborhood Redevelopment
	Funding	CDBG: $20,000
	Description	Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	2 low/moderate income households
	Location Description	Unincorporated Escambia County
	Planned Activities	Demolition and/or clearance of unsafe structures or properties for income eligible property owners. Additional funds may be used to clear properties in CRA areas or in Century.
9	**Project Name**	County Facility ADA Accessibility Improvements
	Target Area	Escambia County
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: $200,000
	Description	Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities., including parks
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	Estimated 2-3 County facilities improved for accessibility to benefit disabled individuals
	Location Description	Various properties, Escambia County
	Planned Activities	Design and improvements to facilities identified as needing ADA upgrades per County study performed 2/24/16.
10	**Project Name**	CRA Neighborhood Improvement Project Enhancements
	Target Area	COMMUNITY REDEVELOPMENT AREA
	Goals Supported	Public Improvements & Infrastructure
	Needs Addressed	Public Improvements and Infrastructure
	Funding	CDBG: $365,500
	Description	Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas. Funds will also be used to provide administrative support to the CRA for project administration.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	50 households assisted
	Location Description	Escambia County
	Planned Activities	
	Project Name	CDBG Program Administration

11	**Target Area**	Unincorporated Escambia County Escambia County
	Goals Supported	Administration/Planning
	Needs Addressed	Affordable Housing Public Services Public Improvements and Infrastructure Public Facilities Homeless Neighborhood Redevelopment Economic Development
	Funding	CDBG: $307,344
	Description	Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Escambia County
	Planned Activities	Administration/Planning
12	**Project Name**	Community Redevelopment Agency Support
	Target Area	COMMUNITY REDEVELOPMENT AREA
	Goals Supported	Administration/Planning
	Needs Addressed	Public Improvements and Infrastructure Neighborhood Redevelopment Economic Development
	Funding	CDBG: $2,000
	Description	Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County
	Target Date	9/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Unincorporated Escambia County
	Planned Activities	Planning/Administration
13	**Project Name**	Escambia HOME Substantial Hsg Rehab/Reconstruction
	Target Area	Unincorporated Escambia County
	Goals Supported	Housing Rehabilitation (Owner Occupied)
	Needs Addressed	Affordable Housing
	Funding	HOME: $521,746 State Housing Initiatives Partnership Program: $40,000
	Description	
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	4 low/moderate income households
	Location Description	Unincorporated Escambia County
	Planned Activities	Provides funding for substantial rehabilitation or reconstruction of substandard housing units owned by low income families
14	**Project Name**	Pensacola HOME Substantial Hsg Rehab/Reconstruction
	Target Area	Escambia County Escambia & Santa Rosa Counties (HOME Consortium)
	Goals Supported	Housing Rehabilitation (Owner Occupied)
	Needs Addressed	Affordable Housing
	Funding	HOME: $143,930 State Housing Initiatives Partnership Program: $20,000
	Description	
	Target Date	9/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	1-2 low/moderate income households
	Location Description	City of Pensacola
	Planned Activities	Provides funding for substantial rehabilitation or reconstruction of substandard housing units owned by low income families
15	**Project Name**	Santa Rosa HOME Substantial Hsg Rehab/Reconstruction
	Target Area	Escambia & Santa Rosa Counties (HOME Consortium)
	Goals Supported	Housing Rehabilitation (Owner Occupied)
	Needs Addressed	Affordable Housing
	Funding	HOME: $100,000
	Description	
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1 low/moderate income household
	Location Description	Santa Rosa County
	Planned Activities	Provides funding for substantial rehabilitation or reconstruction of substandard housing units owned by low income families
16	**Project Name**	Santa Rosa HOME Homebuyer Assistance
	Target Area	Escambia & Santa Rosa Counties (HOME Consortium)
	Goals Supported	Homebuyer Assistance
	Needs Addressed	Affordable Housing
	Funding	HOME: $133,886
	Description	
	Target Date	9/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	13 low/moderate income households
	Location Description	Santa Rosa County
	Planned Activities	Down payment/closing cost assistance to homebuyers in Santa Rosa County
17	**Project Name**	CHDO Housing Development
	Target Area	Escambia & Santa Rosa Counties (HOME Consortium)
	Goals Supported	CHDO Housing Development
	Needs Addressed	Affordable Housing
	Funding	HOME: $179,913
	Description	Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (4-5 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	2-4 low/moderate income households
	Location Description	Escambia County
	Planned Activities	Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO’s) for development of affordable single family units for homeownership or affordable rental units either through new construction or acquisition and rehab of substandard units.
18	**Project Name**	HOME Program Administration
	Target Area	Escambia & Santa Rosa Counties (HOME Consortium)
	Goals Supported	Administration/Planning
	Needs Addressed	Affordable Housing

	Funding	HOME: $119,941
	Description	Administration/Planning
	Target Date	9/23/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Consortium wide
	Planned Activities	Administration/Planning for all Consortium members: Escambia County ($65,967), Santa Rosa County ($31,185), and the City of Pensacola ($22,789).

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The majority of assistance available under this plan will be targeted toward low income households across the Consortium regardless of geography. However, targeted use of CDBG funding will occur in the Escambia County community redevelopment areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox, and Warrington) for revitalization, infrastructure, and community development needs. Boundaries and area demographics of the Community Redevelopment areas are available in each respective area's Redevelopment Plan and are available online and by request. Maps are included in Section SP-10 Geographic Priorities of the Consolidated Plan. Some HOME CHDO funding may give priority or preference for projects undertaken in these targeted areas as well.

Geographic Distribution

Target Area	Percentage of Funds
COMMUNITY REDEVELOPMENT AREA	23

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

See SP-10 Geographic Priorities in the Consolidated Plan. The Escambia County Community Redevelopment Areas meet definitions of CDBG eligible low/moderate income areas as well as areas determined to be affected by slum and blight. These plans identify housing and capital improvement needs in the areas.

Discussion

Actual percentage of funds devoted to Community Redevelopment areas may vary annually depending on allocations from HUD as well as program needs and performance outcomes.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	60
Total	60

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	4
Rehab of Existing Units	15
Acquisition of Existing Units	13
Total	42

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

CHDO Housing Development may be acquisition/rehab of existing units or new construction. Actual outcomes will depend on the successful CHDO proposal received by the Consortium.

These goals only reflect housing produced through provision of funding by HUD. The Consortium anticipates direct receipt of SHIP funding and provision of additional units through that program.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

There are three public housing agencies (PHA) in the Consortium area: City of Pensacola, Area Housing Commission, and the Milton Housing Authority. No Consortium funding is planned to support any of the PHA's this next fiscal year.

Actions planned during the next year to address the needs to public housing

None planned at this time.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Local Public Housing agencies encourage their residents to be involved in the management and operations of housing. Housing and credit counseling is available for free in the community and referrals are made to clients to homeowner programs offered by Habitat for Humanity and CEII.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the local housing agencies within the Consortium are designated as troubled by HUD.

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

Due to not meeting threshold requirements, the County will not be receiving Emergency Solutions Grant (ESG) funding this fiscal year, funding which is dedicated 100% to homeless activities. The loss of this funding greatly impedes County goals for reducing and ending homelessness.

Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Though no direct funding from the Consortium will be used for homeless outreach, Consortium members participate in the Continuum of Care's Annual Point in Time count which assesses the numbers of homeless and the Continuum of Care includes regular outreach as part of its program delivery. Emergency Solutions Grant Administrative funding has been set aside in the past to partially support the Homeless Management Information System (HMIS); however, HMIS support from HUD funding will be discontinued this fiscal year since the County will not be receiving ESG funding.

Addressing the emergency shelter and transitional housing needs of homeless persons

In lieu of utilizing ESG funding to support the Loaves and Fishes emergency shelter, CDBG funding will be utilized for homeless shelter support under the public services activity.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Some unexpended prior Emergency Solutions Grant funding is anticipated to still be available to support rent and utility assistance for rapid re-housing and homeless prevention during this plan year. ECOH also has rent and utility funding through the State of Florida.

The County assists the Continuum of Care with NEPA Environmental Reviews in order to facilitate permanent housing assistance through COC projects.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities,

foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Consortium supported housing rehabilitation, foreclosure prevention and legal services can aid households from homelessness by keeping households in their own homes. Consortium members support coordinated assessment to help connect and refer homeless households with their needs.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

There are no planned actions at this time to remove any public policy barriers. The Affordable Housing Advisory Committee which has appointments from Escambia County and the City of Pensacola will review public policy barriers and make recommendations to the governing body by December 2019 of any suggested changes. This review takes place every three years at a minimum.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The Escambia Consortium plans to undertake projects and associated activities as noted in the Plan, which will correct substandard housing conditions, deliver needed public services, provide public facilities and infrastructure, and support neighborhood revitalization and economic development.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle in meeting underserved needs is the lack of sufficient private and public funding. The Consortium will continue to assess the efficacy of program deliverables as well as partner with other jurisdictions and agencies to address the jurisdiction's needs and leverage resources. The Consortium will also include prioritization of neighborhood revitalization in CRAs and other CDBG eligible areas.

Actions planned to foster and maintain affordable housing

Escambia Consortium plans to undertake the projects and associated activities as noted in the Consolidated Plan to address affordable housing. The level of housing need and associated housing problems is inverse to family income. Affordable housing goals will continue to be of primary importance to sustain homeownership, preserve existing inventory, and ensure families are living in suitable conditions. Housing Rehabilitation, Homebuyer Assistance, and CHDO Housing Development will be provided and prioritized as outlined in the Plan.

Actions planned to reduce lead-based paint hazards

Lead based paint testing and remediation will continue to be undertaken in CDBG and HOME rehabilitations and acquisitions for homes built prior to 1978.

Actions planned to reduce the number of poverty-level families

Anti-poverty programs are implemented throughout the Consortium and will be addressed under housing, homeless, and neighborhood redevelopment strategies. Public service activities such as homeowner education will be implemented.

Actions planned to develop institutional structure

The Consortium has a strong Continuum of Care, with good representation by a variety of homeless service providers and agencies. These varying organizations reflect a strong community commitment to meeting the unmet needs of low/moderate income families and the underserved population in the area. The limited financial resources available do not meet the multitude of housing and community development needs identified in this plan, particularly related to support services. The Consortium will

continue to work with Opening Doors Northwest Florida to identify ways to leverage private and public sector funding to expand the capacity of available resources and service delivery models.

Actions planned to enhance coordination between public and private housing and social service agencies

As stated earlier, the Consortium will continue to engage in community discussions to develop outcomes based goals to promote long term solutions. Local agencies tasked with providing social services continue to be underfunded and struggle to meet the growing demand for assistance. Consortium staff will arrange training and technical assistance to local not for profits and other interested agencies to assist with program implementation and coordination. The Consortium will continue to work with for profit and not for profit housing developers, social service agencies, and Opening Doors Northwest Florida to identify ways to leverage private and public sector funding to expand the capacity of available resources and service delivery models.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   No form of investment other than those denoted in § 92.205(b) are proposed.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   Homebuyer assistance will be provided in the form of a Deferred Payment Loan at 0% interest secured by mortgage and note. The affordability period (and mortgage term) shall be forgiven at the end of the affordability period assuming compliance with all HOME requirements. HOME funds may be used to assist homebuyers with down payment and closing costs and/or principal mortgage reduction assistance. The sale, rental or transfer of ownership during the mortgage term shall be a default whereupon the HOME investment shall be **recaptured**/repaid (repayment in full, subject to available net proceeds, shall be required for defaults within the affordability period). The amount of the HOME **recapture** shall be limited to the net proceeds available from the sale of the assisted home.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   To ensure that HOME investments yield affordable housing over the long term, HOME imposes rent and occupancy requirements over the length of an affordability period. For homebuyer and rental projects, the length of the affordability period depends on the amount of the HOME investment in the property and the nature of the activity funded. The following table provides the affordability periods.

HOME Investment per Unit	***Length of the Affordability Period***
Less than $15,000	5 years
$15,000 - $40,000	10 years
More than $40,000	15 years
New construction of *rental* housing	20 years
Refinancing of *rental* housing	15 years

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   Not applicable to the Consortium.

Emergency Solutions Grant (ESG)

1. Include written standards for providing ESG assistance (may include as attachment)

Due to the limited amount of funding, the annual Emergency Solutions Grant (ESG) allocations will be used for priorities established jointly by the Opening Doors Northwest Florida (ODNF) and Escambia County. In addition to supporting HMIS expansion and enhancement, Emergency Solutions Grant allocations will be expended in support of Rapid Re-housing for individuals/ families with incomes below **30%** of median; and/or homelessness prevention for individuals/families with incomes below **30%** of median. Standard provisions attached below will guide the County and ECOH in the prioritization, allocation, implementation and oversight of the program with respect to Rapid Re-housing and Homeless Prevention activities. Remaining written standards are available as an attachment.Basic Eligibility Requirements: Qualification for Rapid Re-Housing or Homelessness Prevention assistance under the Program shall minimally include: 1. Program participants must meet the definition of "homeless" stipulated at 24 CFR Part 576.2 subparagraphs (1), (2), (3) or (4) and/or the definition of "at risk of homelessness" as stipulated in 24 CFR Part 576.2 subparagraph (1).

2. The total income for the household is less than **30%** of the area median income adjusted for family size (as adjusted annually by HUD). Qualifying incomes for ESG assisted households will be calculated in the manner prescribed in the Section 8 Housing Assistance Program.

3. Each household (applicant) shall participate in case management and assessment as provided and required by the Single Service Delivery Agency.

4. The household (applicant) and/or the Service Delivery Agency(s) shall document that the applicant will not be able to retain housing "but for" the assistance provided from ESG resources.

5. The rent for any subsidized housing unit shall not exceed the applicable Pensacola MSA fair market rent based on bedroom size as published by HUD and the rent shall be reasonable.*See Text Below for additional standards.*

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The HMIS system that is administered by ODNF will be utilized as the central collection point for ESG data collection, assessment and reporting. ODNF has implemented a centralized assessment system this past fiscal year.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

For future allocations involving support for Rapid Re-housing or Homeless Prevention activities, ODNF and Escambia County will jointly secure proposal(s) for a Single Service Delivery Agency within Escambia County with priority given for prior agency experience with management of the ESG

Program. Once the Agency is selected, a formal contract will be entered between the County and the selected Agency providing for the mutual responsibilities of each party, as well as ESG Program requirements, client eligibility requirements, funding allocations and limitations, payment procedures, reporting requirements, including HMIS, and related matters.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The requirement for participation of a homeless or formerly homeless individual will be met through coordination with the ODNF Board of Directors. The Board of Directors currently includes a formerly homeless individual as a member and their unique perspective has and will continue to aid with the CoC process, as well as with changes to the ESG Program.

5. Describe performance standards for evaluating ESG.

   The criteria for performance will be mutually determined by Opening Doors Northwest Florida, the local CoC agency, and Escambia County, in compliance with guidance provided by HUD. For future allocations involving support for Rapid Re-housing or Homeless Prevention activities, the selected single service delivery agency will be monitored at least annually through joint efforts of ODNF and Escambia County to ensure continuing compliance with ESG requirements and procedures. Before issuing payments, all ESG requests for advances or reimbursements will require prior programmatic review via ODNF followed by financial review by Escambia County and Finance Divisions in conformity with provisions of the ESG contract for services to be entered between Escambia County and the selected single service delivery agency. The contract will stipulate responsibilities of all parties and requirements for processing payments for ESG assistance. All reimbursements or advance reconciliations shall require complete expenditure documentation with respect to client eligibility, payment (assistance) eligibility, and compliance with the homelessness definition/certification, as well as copies of cancelled checks, invoices, and necessary bank verifications.

   Specific performance standards will be developed in concert with ODNF and HMIS to ensure proper tracking of client assistance, progress, and outcomes from inception of the ESG funded contract through final completion of the activities provided by the agency.

(b) Income Eligibility Determination: Income eligibility shall be determined based upon gross household income from all sources and is to be project for the ensuing 12 months based upon known or anticipated income for members of the household. Income inclusions and exclusions shall be based upon provisions of 24 CFR Part 5.609(b) & (c).

(c) Maximum Household Assistance: The maximum assistance that can be provided to a single household will be established for each annual ESG funding cycle, however the amount shall be based on the documented needs of the household and will typically be significantly less that this stated maximum. The ODNF administered HMIS system shall be utilized as a control to aid in avoiding duplication of benefits for households.

(d) Determinations to aid in Eligibility Decisions:

1. Homeless Certification/Affidavit: All homeless persons/families shall execute a Homeless Certification in the form prescribed by the County and ODNF and said form shall be duly witnessed by a representative of the Single Service Delivery Agency.
2. Persons Living on the Street: Written verification that an ESG applicant is "living on the street" must be provided to the Service Delivery Agency(s) by the referring agency, social worker, outreach worker, or other responsible person/entity.
3. Persons from Emergency Shelters/Transitional Housing: Written verification that an ESG applicant has been living in "emergency shelter or transitional housing" must be provided to the Service Delivery Agency(s) by the referring emergency shelter or transitional housing agency staff.
4. Persons subject to eviction: Written verification of formal eviction proceedings must be secured by the Service Delivery Agency(s).

ESCAMBIA CONSORTIUM

CITIZEN PARTICIPATION COMMENTS

Meeting Advertisements
Meeting Minutes
Citizen Comments

EXHIBIT I

PENSACOLA News Journal pnj.com

Affidavits Requested:
1

Meredith Reeves Meredith Reeves
ESC CO COMMISSIONERS/LEGALS
NEIGHBORHOOD ENTERPRISE DIVISION
221 PALAFOX PLACE, SUITE 200
PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

PUBLIC NOTICE The Escamb

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

03/05/18

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

Sworn to and Subscribed before me this 9th of March 2018, by Brittni Pendington who is personally known to me

Brittni L. Pendington
Affiant

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

Publication Cost: $268.02
Ad No: 0002769542
Customer No: PNJ-26745500

PUBLIC NOTICE

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, and Santa Rosa ces initiation of the public participation process that will facilitate the preparation of the 2018 Community Development Plan for the period October 1, 2018 - September 30, 2019. This process tool for the community by identifying or updating existing conditions in the Consortium's mem spect to housing and community development needs, goals and objectives.

The Consortium's 2018/19 Annual Plan for Housing and Community Development will identify t and community development priorities, and target strategies to address priorities established Consortium Consolidated Plan which will be implemented during the next Federal Fiscal Year. T when complete, will denote the Escambia Consortium's action plan for the utilization of resourc FY 2018 Community Development Block Grant, FY 2018 HOME Investment Partnerships Act, FY 2 Grant, and other HUD programs designed to address housing and community development needs.

TWO PUBLICHEARINGSare being sponsored by the Consortium to afford citizens the opportuni recommendations regarding assisted housing, housing related needs/priorities, supportive housi ing community development needs within the Consortium. **The TWO public hearings concernin Annual Plan will be held at 5:30 P.M. on Tuesday, March 20, 2018, at the PensacolaHousing Offic West Chase Street, Pensacola, Florida; and at 9:00 A.M. on Thursday, March 15, 2018 in the S Services Building, Media Room, 6051 Old Bagdad Highway, Milton, Florida.**

In accordance with the Americans with Disabilities Act, any person needing accommodations to a suant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County vance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regar or priorities will be accepted through **April 6, 2018,** and may be submitted to: Escambia Conso Suite 200, Pensacola, Florida 32523 or via NED@myescambia.com. For further information, con 595-0022 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck County).

Jeff Bergosh, Chair
Escambia County
Board of County Commissioners
Legal No. 2769542 1T

Ashton J. Hayward, III
Mayor
City of Pensacola

Robert A. "
Santa Ros
Board of C
March 5, 2

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

Meredith Reeves

From: Meredith Reeves
Sent: Friday, March 16, 2018 2:47 PM
To: Meredith Reeves
Cc: Marcie Whitaker
Subject: Escambia HUD Annual Plan Meeting
Attachments: Ad Annual Plan Initial 2018 Esc Co.pdf

Neighborhood Groups and Community Partners:

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, and Santa Rosa County wants to advise you of the public participation process to facilitate the creation of the 2018/19 Annual Housing and Community Development Plan for the period October 1, 2018-September 30, 2019. The annual plan outlines the use of HUD Community Development Block Grant (CDBG) Program, HOME Investments Partnership Act (HOME) Program, and Emergency Solutions Grant (ESG) Program funds for the next fiscal year in accordance with the approved Consolidated Five Year Plan and with identified housing and community development needs. Please note that we do not yet have an announcement from HUD regarding funding levels for the next fiscal year.

The first meeting will be held next Tuesday, March 20 at 5:30 pm at the City Housing Office at 420 W. Chase Street. Written comments can be submitted to my attention via email or via mail at 221 Palafox Place, Suite 200, Pensacola, FL 32502. Written comments will be accepted through April 6, 2018.

Please don't hesitate to contact our office if you have any questions or comments.

Thanks,
Meredith

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502
mareeves@myescambia.com
Phone: 850.595.0022 x 3
Fax: 850.595.0342

PENSACOLA News Journal pnj.com

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Steve Dulaney** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

BOARD OF COUNTY COMMISSIONERS
MEETING SCHEDULE 03/19 – 03/23

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

March 17, 2018

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

Sworn to and subscribed before me this 19th day of MARCH, 2018, by Steve Dulaney, who is personally known to me.

Affiant

Notary Public

Notary Public - State of Florida
Comm. Expires October 27, 2019
Comm. No. FF 931256

Board of County Commissioners-Escambia County, Florida
Meeting Schedule
March 19 – March 23, 2018
One or more of the Escambia County Commissioners may attend the following meetings:

DAY	DATE	TIME	MEETING	LOCATION
Mon	03/19	10:00am	Amalgamated Transit Union 1395 Collective Bargaining Session	1616 West Fairfield Drive***
Tue	03/20	9:00am	Board of Electrical Examiners	3363 West Park Place
Tue	03/20	10:00am	Amalgamated Transit Union 1395 Collective Bargaining Session	1616 West Fairfield Drive***
Tue	03/20	1:30pm	Environmental Enforcement Special Magistrate	3363 West Park Place
Tue	03/20	4:00pm	Escambia County Health Facilities Authority	1919 North 12th Avenue
Tue	03/20	5:30pm	HUD ANNUAL Plan Public Hearing	420 West Chase Street
Wed	03/21	8:00am	Escambia Soil and Water Conservation District Board	161 Highway 97, Molino
Wed	03/21	8:30am	Board of Adjustment	3363 West Park Place
Wed	03/21	11:00am	Sick Leave Pool	221 Palafox Place***
Wed	03/21	1:00pm	Development Review Committee	3363 West Park Place**

*Ernie Lee Magaha Government Building, 221 Palafox Place
**To View DRC Agenda go to: http://www.myescambia.com/government
***Escambia County Transit Conference Room
****2nd Floor, Room 8201

NEXT WEEK'S NOTE:

Mon	03/26	4:00pm	Library Board of Governance	1200 West Langley Avenue
Tue	03/27	1:30pm	Environmental Enforcement Special Magistrate	3363 West Park Place
Tue	03/27	3:00pm	Escambia County Housing Finance Authority Public Hearing	700 South Palafox Street, Suite 310
Tue	03/27	5:00pm	Escambia County Housing Finance Authority Special Meeting	700 South Palafox Street, Suite 310
Wed	03/28	1:00pm	Development Review Committee	3363 West Park Place**
Wed	03/28	5:00pm	Santa Rosa Island Authority Committee	1 Via de Luna, Pensacola Beach
Fri	03/30		Escambia County Offices Closed/Good Friday	

Note: A copy of the agenda for the meetings initiated by the Board of County Commissioners containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Suite 420, Escambia County Government Complex, 221 Palafox Place. Any Persons needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact Angela Crawley, 595-4917, at least 72 hours in advance of the meeting. Those who are hearing or speech impaired may Contact Mrs. Crawley via e-mail at Adcrawle@myescambia.com Any person who decides to appeal any decision made by any board, agency, or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record that should include the testimony or evidence on which the appeal is to be based. All Board of County Commissioners meetings are broadcast live and rebroadcast on ECTV, Digital Channel 98 on Cox Cable, Brighthouse and Mediacom and the Regular Board of County Commissioners Meetings beginning at 5:30 p.m. are broadcast live on WUWF Channel 4. The meetings can also be seen live via the web at http://www.myescambia.com.

PJ 6009402654

What's on ECTV at www.myescambia.com

Minutes of Public Meeting
City of Pensacola and Escambia County
Escambia Consortium FY2018-2019 Annual Plan
Minutes of Public Hearing
March 20, 2018

A public hearing was held March 20, 2018 at 5:30 p.m., at the City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida.

Staff members present: Marcie Whitaker, City of Pensacola Housing Office (PHO); Ursula Jackson, PHO; Meredith Reeves, Division Manager, Neighborhood Enterprise Division, Neighborhood and Human Services Department

Citizens present: Bob Rogers, Waterfront Rescue Mission; Percy Goodman, CEII; Christine Kelly-Fausel, Legal Services of North Florida; John Clark, Council on Aging of NWFL; Anthony Sawyer, 90 Works; John Johnson, ECOH; Dianna Moore, ECOH.

1. **WELCOME AND INTRODUCTION:** Marcie Whitaker introduced herself and Meredith Reeves. Marcie Whitaker explained the purpose of the public meeting was to provide information and receive public input regarding the needs of the community for development of the Escambia Consortium FY2018-2019 Annual Action Plan.

2. **OVERVIEW OF ANNUAL PLAN:** Marcie Whitaker explained that the Escambia Consortium is comprised of Escambia County, the City of Pensacola, and Santa Rosa County. She explained that the Five Year Plan summarizes long range goals for local affordable housing and community development needs. The Five Year plan encompasses years 2015-2019.

3. **OVERVIEW OF CDBG, HOME, AND ESG PROGRAMS:** Meredith Reeves informed attendees at this time financial resources for the next fiscal year had not been determined. In addition, Meredith Reeves informed attendees of a reduction in funding for the Consortium and referred them to a handout listing Grant Funding amounts dating back to 1988. She provided an overview of the ESG and HOME programs.

4. **REVIEW OF PUBLIC PARTICIPATION SHEDULE AND PLAN(S) PROCESS:** Marcie Whitaker reviewed the Public Participation and Annual Plan Schedule for the remainder of the plan process (handout provided).

5. **PUBLIC COMMENTS AND QUESTIONS:** John Johnson, ECOH, provided information on most recent Point in Time count and expressed the need for a shared database for agencies that assist the same clientele. In addition John Johnson provided information on the services ECOH provides to the public within Escambia County. John Clark, Council on Aging of NWFL, provided an overview on the services provided by Council on Aging of NWFL within Escambia County.

With no further questions or comments, the meeting adjourned at 6:45 p.m.

Handouts:
Community Development Block Program Overview
HOME Investment Partnerships Act Program Overview
Emergency Solutions Grants Program Overview
Escambia County Community Development Block Program Annual Funding Levels
Escambia County HOME Investment Partnerships Act Program Annual Funding Levels
Escambia County Emergency Solutions Grant Program Annual Funding Levels
City of Pensacola Community Development Block Grant and HOME Investment Partnerships Act Budget and Activities Summary
City of Pensacola Consolidated Goals Summary
Public Participation Schedule Escambia Consortium FY 2018-2019 Annual Plan

PUBLIC HEARING SIGN IN SHEET

Project: Escambia Consortium FY2018-2019 Annual Action Plan **Meeting Date:** March 20, 2018

Name (please print)	Organization Representing
Bob Rogers	Waterfront Mission
Percy Goodman	CEII
Christine A. Kelly Fausel	Legal Services of North Florida
JOHN B. CLARK	Council on Aging, Inc.
Anthony Sawyer	90Works
MEREDITH REEVES	Escambia County
Marcie Whitaker	City of Pensacola
John Johnson	ECOH
Dianne Moore	ECOH
Wanda C Jackson	City of Pensacola

EXHIBIT II

PENSACOLA News Journal pnj.com

Affidavits Requested:

Meredith Reeves Meredith Reeves
ESC CO COMMISSIONERS/LEGALS
NEIGHBORHOOD ENTERPRISE DIVISION
221 PALAFOX PLACE, SUITE 200
PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

PUBLIC NOTICE ESCAMBIA CO

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

05/19/18

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

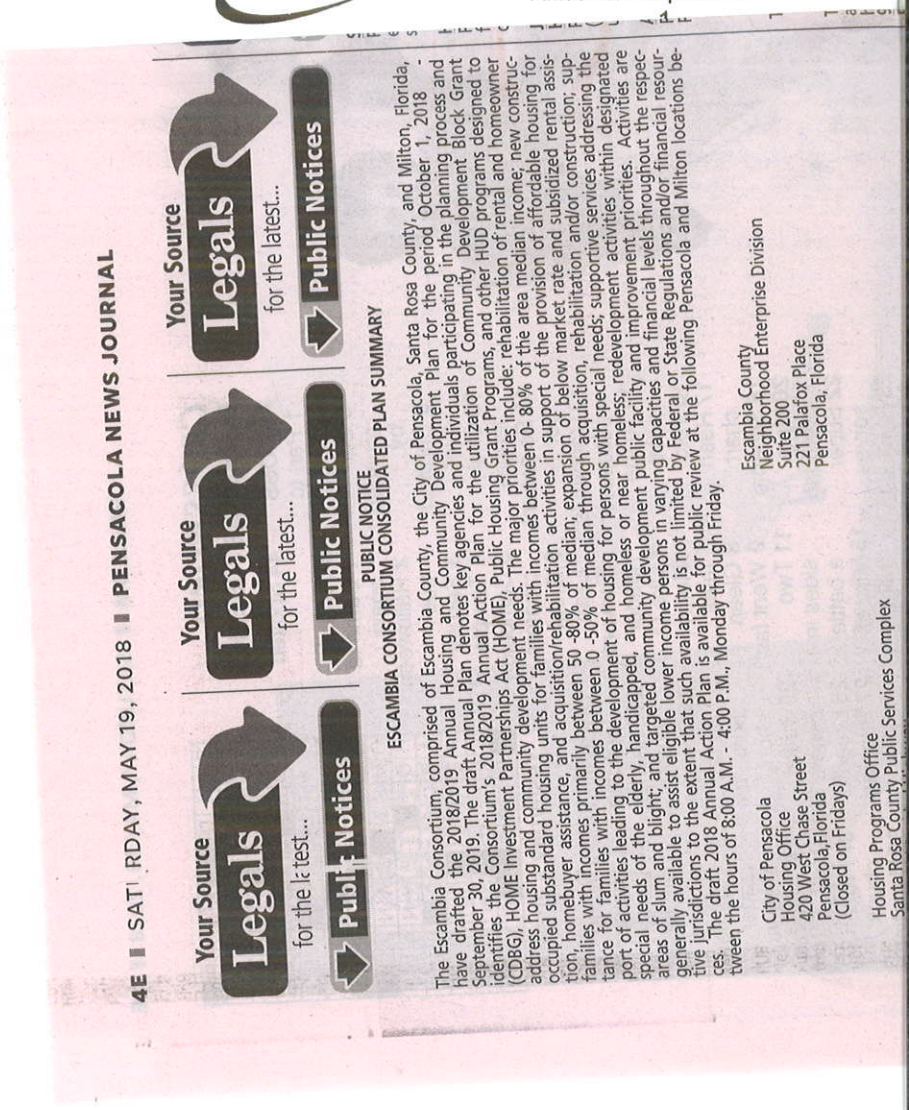
Sworn to and Subscribed before me this 21th of May 2018, by Brittni Lynne Pennington who is personally known to me

Brittni Lynne Pennington
Affiant

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

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

Publication Cost: $1,715.70
Ad No: 0002930293
Customer No: PNJ-26745500



4E ▮ SATURDAY, MAY 19, 2018 ▮ PENSACOLA NEWS JOURNAL

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PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2018/2019 Annual Housing and Community Development Plan for the period October 1, 2018 - September 30, 2019. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2018/2019 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0- 80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50 -80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0 -50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2018 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

City of Pensacola
Housing Office
420 West Chase Street
Pensacola,Florida
(Closed on Fridays)

Housing Programs Office
Santa Rosa County Public Services Complex

PENSACOLA News Journal pnj.com

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: ESC CO COMMISSIONERS/LEGALS

Address: 221 PALAFOX PL
PENSACOLA FL 32502
USA

Ad No.: 0002930293
Pymt Method Invoice
Net Amt: $1,743.54

Run Times: 1

No. of Affidavits: 1

Run Dates: 05/19/18

Text of Ad:

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221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2018 - September 30, 2019)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2018 Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) funding which is detailed as follows.

ESCAMBIA COUNTY
2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES

HOUSING REHABILITATION:
Housing Rehabilitation Program (General) **$421,756***
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

Temporary Relocation **$20,000**
Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

ADMINISTRATION/PLANNING:
General Grant Administration/Management **$307,344**
Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program, operating expenses, and indirect costs.

Escambia County Community Redevelopment Agency **$2,000**
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County

PUBLIC SERVICES:
Council on Aging of West Florida, Inc. **$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance **$60,000**
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling **$10,000**
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

Fair Housing **$48,750**
Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

Homeless Services **$50,000**
Support for operational costs for homeless shelter, including HMIS and/or coordinated entry costs to support shelter operations.

DEMOLITION/CLEARANCE:
Demolition/Clearance of Unsafe Structures or Properties **$20,000**
Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:
County Facility Handicapped Accessibility Improvement Project **$200,000**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Old County Courthouse, Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park as funding permits. (Countywide)

CRA Neighborhood Improvement Project Enhancements **$365,500**
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds will also provide administrative support for the CRA in administration of projects (estimated $15,500). Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

TOTAL 2018 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **$1,552,350**
=======

CITY OF PENSACOLA
2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES

HOUSING REHABILITATION:
Housing Rehabilitation Loan/Grant Programs **$337,421***
Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola.

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000). Further, $25,000 from Pre FY2015 grant funds will be allocated to the activity.

Temporary Relocation **$25,000**
Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act.

PUBLIC FACILITIES and IMPROVEMENTS:
Neighborhood Improvement Projects **$100,000**
Funds to support neighborhood improvement projects within CDBG eligible neighborhoods. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of handicap curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; and street lighting.

PUBLIC SERVICES:
Council on Aging of West Florida, Inc. (COA) **$70,000**
Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Gull Point Resource Center. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply.

Homebuyer and Foreclosure Prevention Education and Counseling **$36,712**
Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

PROGRAM PLANNING AND ADMINISTRATION:
General Grant Administration/Management **$142,283**
Funds to administer the City's CDBG Program which includes personnel services and operating expenses

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL 2018 CITY OF PENSACOLA CDBG PROPOSED BUDGET **$ 711,416**

FY 2018-2019 CDBG Grant Allocation **$ 711,416**
Pre FY 2015 CDBG Grant Funds **$ 25,000**

TOTAL CDBG FUNDS AVAILABLE **$ 736,416**

ESCAMBIA CONSORTIUM
2018-2019 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES
FOR MEMBER JURISDICTIONS

ESCAMBIA COUNTY:
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$521,746**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$143,930**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$100,000**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE **$133,886**
Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM WIDE):
HOUSING DEVELOPMENT (CHDO SET ASIDE) **$179,913**
Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT) **$119,941**
Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2018 HOME Funds Available to the Consortium $ 1,199,416
(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

TOTAL 2018 HOME FUNDS PROJECTED **$1,199,416**
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TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2018/2019 Annual Plan. **The hearings will be held at 5:30 P.M. (CST) on May 22, 2018, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida and at 9:00 A.M. (CST) on May 31, 2018, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida.** All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858 -0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

Written comments or input regarding local housing needs or priorities will be accepted through **June 20, 2018**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858 -0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Jeff Bergosh Chairman, Escambia County Board of County Commissioners	Ashton J. Hayward, III Mayor City of Pensacola	Robert A. "Bob" Cole Chairman, Santa Rosa County Board of County Commissioners

Legal No. 2930293 1T May 19, 2018

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*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for

low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

Temporary Relocation **$20,000**
Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

ADMINISTRATION/PLANNING:
General Grant Administration/Management **$307,344**
Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program, operating expenses, and indirect costs.

Escambia County Community Redevelopment Agency **$2000**
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County

PUBLIC SERVICES:
Council on Aging of West Florida, Inc. **$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

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Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

Fair Housing **$48,750**
Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

Homeless Services **$50,000**
Support for operational costs for homeless shelter, including HMIS and/or coordinated entry costs to support shelter operations.

DEMOLITION/CLEARANCE:
Demolition/Clearance of Unsafe Structures or Properties **$20,000**
Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:
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CRA Neighborhood Improvement Project Enhancements **$365,500**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds will also provide administrative support for the CRA in administration of projects (estimated $15,500). Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

TOTAL 2018 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **$1,552,350**
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CITY OF PENSACOLA

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HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs **$337,421***

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*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000). Further, $25,000 from Pre FY2015 grant funds will be allocated to the activity.

Temporary Relocation **$25,000**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act.

PUBLIC FACILITIES and IMPROVEMENTS:

Neighborhood Improvement Projects **$100,000**

Funds to support neighborhood improvement projects within CDBG eligible neighborhoods. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of handicap curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; and street lighting.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA) **$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Gull Point Resource Center. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply.

Homebuyer and Foreclosure Prevention Education and Counseling **$36,712**

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management **$142,283**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL 2018 CITY OF PENSACOLA CDBG PROPOSED BUDGET **$ 711,416**

FY 2018-2019 CDBG Grant Allocation	**$ 711,416**
Pre FY 2015 CDBG Grant Funds	**$ 25,000**

TOTAL CDBG FUNDS AVAILABLE **$ 736,416**

ESCAMBIA CONSORTIUM

2018-2019 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES FOR MEMBER JURISDICTIONS

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$521,746**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$143,930**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$100,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE **$133,886**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$179,913**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT) **$119,941**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2018 HOME Funds Available to the Consortium	$ 1,199,416
(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)	
TOTAL 2018 HOME FUNDS PROJECTED	**$1,199,416**
	=======

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2018/2019 Annual Plan. **The hearings will be held at 5:30 P.M. (CST) on May 22, 2018, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida and at 9:00 A.M. (CST) on May 31, 2018, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida.** All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

Written comments or input regarding local housing needs or priorities will be accepted through **June 20, 2018**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Jeff Bergosh	Ashton J. Hayward, III	Robert A. “Bob” Cole
Chairman, Escambia County	Mayor	Chairman, Santa Rosa County
Board of County Commissioners	City of Pensacola	Board of County Commissioners

Meredith Reeves

From: Meredith Reeves
Sent: Thursday, May 17, 2018 6:47 PM
To: Meredith Reeves
Cc: Marcie Whitaker
Subject: HUD Annual Plan Final Hearing
Attachments: Annual Plan PROJECT SUMMARY AD 2018.pdf

Community Partners,
Just wanted to advise that we have received final numbers from HUD for next fiscal year. Attached is the proposed project/funding listing for the County and City CDBG and HOME programs. We will have a final public hearing next Tuesday, May 22 at 5:30pm at the City Housing office at 420 W. Chase Street. Written comments will also be accepted through June 20, 2018 and can be submitted in email or in hard copy.

Thank you,
Meredith

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502
mareeves@myescambia.com
Phone: 850.595.0022 x 3
Fax: 850.595.0342

Minutes of Public Hearing
City of Pensacola and Escambia County
Escambia Consortium FY2018-2019 Annual Plan
Minutes of Public Hearing

May 22, 2018

A public hearing was held May 22, 2018 at 5:30 p.m., at the City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida.

Staff members present: Marcie Whitaker, City of Pensacola Housing Division; Meredith Reeves, Division Manager, Neighborhood Enterprise Division, Neighborhood and Human Services Department

Citizens present: James Gulley, Westside Community Redevelopment Agency (WSCRA); John Clark, Council on Aging of West Florida, and Rebecca Hale, Escambia Pensacola Human Relations Commission.

1. **WELCOME AND INTRODUCTION:** Marcie Whitaker introduced herself and Meredith Reeves. Marcie Whitaker explained the purpose of the public hearing was to review and discuss the proposed projects for Escambia Consortium FY2018-2019 Annual Action Plan.

2. **OVERVIEW OF ANNUAL PLAN:** Meredith Reeves and Marcie Whitaker explained the Annual Action Plan contains detailed projections concerning programmatic activities for the next fiscal year.

3. **DISCUSS PROPOSED PROJECTS AND FUNDING:** Meredith Reeves and Marcie Whitaker presented an overview of the proposed activities and funding levels as presented in the public notice printed in the May 19, 2018 Pensacola News Journal. Meredith Reeves noted that the county did not meet threshold requirements necessary to receive the Emergency Solutions Grant. The funds will be allocated to the State. Meredith Reeves indicated the funding for the CDBG and HOME programs had increased slightly this year, but future program funding was uncertain.

4. **REVIEW OF PUBLIC PARTICIPATION SHEDULE AND PLAN(S) PROCESS:** Meredith Reeves reviewed the Public Participation and Annual Plan Schedule for the remainder of the plan process noting that comments would be accepted until June 20, 2018.

5. **PUBLIC COMMENTS AND QUESTIONS:** John Clark asked about the status of the proposed rental property inspection and landlord registration program. Marcie Whitaker noted that Councilwoman Cannada-Wynn was working with the City Attorney to develop a program and would be seeking stakeholder input. A group general discussion followed regarding development activity in the Belmont and Westside neighborhoods.

With no further questions or comments, the meeting adjourned at 6:10 p.m.

Handouts:
Public Notice Escambia Consortium Consolidated Plan Summary published in the PNJ May 19, 2018
Community Development Block Program Funding Summary
HOME Investment Partnerships Program Funding Summary

DRAFT

PUBLIC HEARING
22-May-18
Escambia Pensacola Consortium CDBG Annual Action Plan Summary
Pensacola Housing Office
420 W. Chase St.
May 22, 2018

NAME	ORGANIZATION REPRESENTING	E-MAIL ADDRESS	PHONE NUMBER
Rebecca Nale	Esi.-Ren. Waman Relation	rhale@ephrc.org	850.437.0510
TOM CLARK	COUNCIL ON AGING	TCLARK@COAWF(A.ORG	266250
James L. Gulley	Westside CRA	jgulley4@gmail.com	(850) 429-9081
Marie Whitaker	City Pensacola	mwhitaker@cityofpensacola.com	858-0323
MEREDITH REEVES	Escambia County	mareeves@myescambia.com	595-4968

From: Erin Malbeck
To: Meredith Reeves
Subject: 2018 Public Hearings
Date: Monday, June 25, 2018 8:43:39 AM

Good Morning Meredith,

March 15, 2018: Santa Rosa County encountered no participants at our public hearing and received no public comments

May 31, 2018: Santa Rosa County encountered no participants at our public hearing and received no public comments

Sincerely,

Erin Malbeck
SRC Housing Program Coordinator
Santa Rosa County Development Services Center
6051 Old Bagdad Hwy, Suite 201 | Milton, Florida 32583
P: 850.981.7092 | F: 850.981.7099
Santarosa.fl.gov | Facebook | Twitter | Instagram

Help us improve our customer service with this short survey.

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

Meredith Reeves

From: Rick Humphreys <rickhumphreys@lf.gccoxmail.com>
Sent: Monday, March 19, 2018 12:02 PM
To: Meredith Reeves
Subject: RE: Escambia HUD Annual Plan Meeting

Escambia Consortium
221 Palafox Place
Suite 200
Pensacola, Florida
Attention: Meredith Reeves

Dear Sirs:

Loaves and Fishes Soup Kitchen has received Emergency Grant Funding from the CDBG funds since 1989. Because of this funding we have been able to provide shelter to more than six thousand homeless families with children and have served more than 1.5 million meals to homeless men, woman, and children of the Escambia and Santa Rosa County community.

We request that in the 2018/19 Annual Housing and Community Development Plan, you continue to fund our Emergency Family Shelter through ESG funds from the CDBG. These funds are essential to continue serving this special needs population of our two counties.

We are most appreciative of the past support and thank you for your consideration of this future funding.

Rick Humphreys
President
Loaves and Fishes Soup Kitchen, Inc

From: Meredith Reeves [mailto:MAREEVES@myescambia.com]
Sent: Friday, March 16, 2018 2:47 PM
To: Meredith Reeves <MAREEVES@myescambia.com>
Cc: Marcie Whitaker <mwhitaker@cityofpensacola.com>
Subject: Escambia HUD Annual Plan Meeting

Neighborhood Groups and Community Partners:

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, and Santa Rosa County wants to advise you of the public participation process to facilitate the creation of the 2018/19 Annual Housing and Community Development Plan for the period October 1, 2018-September 30, 2019. The annual plan outlines the use of HUD Community Development Block Grant (CDBG) Program, HOME Investments Partnership Act (HOME) Program, and Emergency Solutions Grant (ESG) Program funds for the next fiscal year in accordance with the approved Consolidated Five Year Plan and with identified housing and community development needs. Please note that we do not yet have an announcement from HUD regarding funding levels for the next fiscal year.

The first meeting will be held next Tuesday, March 20 at 5:30 pm at the City Housing Office at 420 W. Chase Street. Written comments can be submitted to my attention via email or via mail at 221 Palafox Place, Suite 200, Pensacola, FL 32502. Written comments will be accepted through April 6, 2018.

COUNCIL ON
AGING
OF WEST FLORIDA, INC.
EST. 1972

875 Royce Street/P.O. Box 17066
Pensacola, Florida 32522-7066
(850) 432-1475
FAX (850) 479-7986
Florida Relay: 711
www.coawfla.org
info@coawfla.org

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First Vice Chair
Kathleen Logan
Second Vice Chair
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Secretary
Pensacola Councilmember
P.C. Wu
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Immediate Past Chair
Caron Sjoberg

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DeeDee Davis
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Rabbi Joel Fleekop
Leslie Howington
Donna Jacobi, M.D.
Lois B. Lepp, PA
Escambia County Commissioner
Lumon May
Chaplain Larry Mosley
Thomas Pace, Jr.
Jan M. Pacenta
Tara Peterson
Santa Rosa School Board District 1
Diane L. Scott, Ph.D.
Sue Straughn
Edgar M. Turner
Dona Usry
Marie K. Young

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Rosemary Bonifay
John Brick
Kenneth Kelson
Charles H. Overman, III
Malcolm Parker

PRESIDENT/CEO
John B. Clark

March 30, 2018

Meredith Reeves Nunnari
Division Manager
Neighborhood Enterprise Division
Community & Environment Department
Escambia County
221 Palafox Place
Pensacola, FL 32502-5844

Dear Ms. Nunnari:

The purpose of this letter is to request continuation funding from the Community Development Block Grant Program (CDBG) for the Council on Aging of West Florida 2018/19 Rural Services Program. Our request for the coming year is $47,000. As you know, this funding is used for the following purposes:

1. Rural Services Case Management/Case Aide: Identifying needs, coordinating services, and assisting aging adults in the rural areas of Escambia County.
2. Screening & Assessment: Performing screening of aging adults in the rural communities who are applying for services to match them with the appropriate agency and /or services which can meet their needs.
3. Rural Transportation: Coordination and transportation to senior centers in Century and Cantonment.
4. Center and Activities Coordination: These centers serve as focal points for other community programs. Activities supervisors, coordinators, and meal site managers coordinate the serving of meals, distribution of nutritional information, physical activities, arts, crafts, information community gatherings, etc.

As you can see this funding is critical in helping the Council on Aging of West Florida to serve the moderate and low-income aging adults in the most rural areas of Escambia County to the best of our ability. We are truly grateful to the Neighborhood Enterprise Foundation for their support over the past years. Your agency and the County Commissioners have played an important role in helping to meet the many needs of vulnerable elder citizens in rural Escambia County. On behalf of the people served by the many programs described in the enclosed brochure, we express our deepest gratitude.

Sincerely,

John B. Clark
President/CEO

United Way of Escambia County
United Way of Santa Rosa County
Department of Elder Affairs State of Florida
BBB Accredited Charity bbb.org
Northwest Florida Area Agency on Aging, Inc.
"Improving the quality of life for elders since 1979"
Corporation for National & Community Service
CFC Combined Federal Campaign
Combined Federal Campaign Agency No. 16074

Please remember the Council on Aging of West Florida, Inc. in your will and let us know when you do so we can thank you.

Legal Services®
of NORTH FLORIDA
HOPE. JUSTICE. FOR ALL.
www.lsnf.org

LSC

April 6, 2018

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502

RE: Request for CDBG funds for Title Clearing Project

Dear Ms. Reeves:

As you know, Legal Services of North Florida, Inc. (LSNF) became a partner with Escambia County's CDBG programs in November 2015, through a project to focus on clearing title to homes within the county. Since that time, we have been engaged by more than 150 individuals with title issues, many of whom were affected by the tornadoes that struck Escambia County in February 2016. We look forward to continuing this partnership and are interested in being included in any future funding opportunities that support this work. For FY 2018-2019, LSNF requests a continuation of the base funding of $60,000, with the opportunity to request additional funds should there be a need and funds are available. This request is based on funds needed to complete the level of work based on the current and prior years. Please let me know if you need any additional information from our office.

Sincerely,

Leslie N. Powell-Boudreaux
Executive Director

HOME OFFICE
☐ 2119 DELTA BOULEVARD
TALLAHASSEE, FL 32303-4220
850-385-9007 • FAX 850-385-7603

BRANCH OFFICES
☐ 121 NORTH JACKSON STREET
QUINCY, FL 32351-2316
850-875-9681 • FAX 850-875-2008

☐ 211 EAST 11TH STREET
PANAMA CITY, FL 32401-2938
850-769-3581 • FAX 850-785-2041

☐ 133 STAFF DRIVE, SUITE B
FT. WALTON BEACH, FL 32548-5050
850-862-3279 • FAX 850-862-6327

☐ 1741 NORTH PALAFOX STREET
PENSACOLA, FL 32501-2138
850-432-6222 • FAX 850-432-2329

☐ ADMINISTRATIVE FAX 850-205-8540 ☐ DEVELOPMENT FAX 850-385-5684

Meredith Reeves

From: rhale@ephrc.org
Sent: Monday, April 16, 2018 9:33 AM
To: Meredith Reeves
Subject: FY 18 19 County Budget Request

Good Morning Meredith

The upcoming budget discussions are upon us, what is your timeline for me to submit our $18,500 request under your department?

Rebecca

--
Rebecca Hale, Executive Director
2257 N. Baylen Street/Pensacola, FL 32501 850.437.0510|www.ephrc.org Citizen Focused | Results Oriented

Opening Doors

3702 N. Pace Boulevard
Pensacola Florida 32522

https://openingdoorsnwfl.org/
Tax Identification Number 59-2909065

Office: (850) 439-3009
Fax: (850) 436-4656

April 5, 2018

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County

Re: Consideration of CDBG appropriations or other funding source to rehab a Coordinated Entry site.

Ms. Reeves, Opening Doors Northwest Florida Inc, formerly, the EscaRosa Coalition on the Homeless Inc., is seeking funding to renovate a new site location to make assistance for those in need, especially the homeless, more accessible. The renovations will enhance our ability to respond to needs and deploy outreach services to the vulnerable including the elderly, displaced families, and unaccompanied youth. Additionally, this assistance will result in reduced costs to emergency rooms and psychiatric facilities. Coordinated entry has proven to be an effective way to reduce costs. It is the reason that HUD has made Coordinated Entry a priority for continuums of cares nationwide.

As the lead agency for homeless services, Opening Doors NWFL requests $50,000 in rehab funding to improve our coordinated entry efforts.

Respectfully,

John Johnson
Executive Director
Opening Doors Northwest Florida
850-439-3009 ext 106

From: Meredith Reeves
To: Jon P. Williams
Cc: Rusty C. Nail; Tonya Gant; Jack R. Brown; Amy L. Lovoy
Subject: RE: CDBG Grant (Request for Fire Truck)
Date: Friday, July 06, 2018 4:31:00 PM

Chief Williams,
We are not able to provide funding this next FY for fire trucks from CDBG funds. We have already had public meetings as outlined by our HUD Annual Plan process and have finalized our 18-19 budget for consideration by the BCC at next week's budget hearings and for separate recommendation to the BCC in August for the HUD Annual Plan.

I don't know what the current cost of a truck might be, but when we last spoke it was about 25-30% of our entire annual CDBG budget. We have been trying to prioritize some multi year infrastructure and public facility projects (ADA improvement to County facilities/parks and CRA infrastructure/redevelopment) as well as continue to address housing rehab needs with CDBG funds. We will start our planning for 2019-20 CDBG funds in January/February of next year. This would be the time to put in requests for this. You may also want to consider the use of CDBG funds to leverage LOST or other existing funds you may have earmarked for purchase at that time.

I would be glad to discuss further with you or the new chief.

Thanks,
Meredith

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502
mareeves@myescambia.com
Phone: 850.595.0022 x 3
Fax: 850.595.0342

From: Jon P. Williams
Sent: Thursday, July 05, 2018 6:22 PM
To: Meredith Reeves <MAREEVES@myescambia.com>
Cc: Rusty C. Nail <RCNAIL@myescambia.com>
Subject: FW: CDBG Grant (Request for Fire Truck)

Ms. Reeves,

Good afternoon, I hope this email finds you well. I wanted to take a moment and contact you again since it has been sometime and ask if you would consider future utilization of CDBG funding to purchase an apparatus? As you can see from the email chain we have been requesting consideration

since 2014. We appreciate everyone's consideration and response from previous years. As Chief Nail states in his email our fleet continues to age at a greater rate than LOST funding allows for replacement. We are seeking additional resources of funding to replace older apparatus with newer state of the art equipment that will be dependable and a source of pride for the community in which they serve. We believe that the priority to infrastructure you refer to includes services we provide and is a very important aspect to the areas that qualify for the CDBG funding to maintain a good quality of life and quality service to the residents. Any consideration for future funding would be greatly appreciated, thank you.

Paul Williams
Deputy Chief
Escambia County Fire Rescue
Office: 850-475-5530
Cell: 850-393-4267

From: Rusty C. Nail
Sent: Thursday, July 5, 2018 3:35 PM
To: Jon P. Williams <jpwillia@myescambia.com>
Subject: Re: CDBG Grant (Request for Fire Truck)

Approved, thank you. They are desperately needed as soon as possible given our fleet's current condition. The citizens are reliant upon us being able to get to them in a timely manner during emergencies. Downtime for apparatus repairs is hurting our response times.

Rusty Nail, Fire Chief

Escambia County Fire Rescue

6575 N. "W" St. Pensacola, FL 32505

Office: 850-475-5530

Email: rcnail@myescambia.com

From: Jon P. Williams
Sent: Thursday, July 5, 2018 3:25:49 PM
To: Rusty C. Nail
Subject: FW: CDBG Grant (Request for Fire Truck)

Chief Nail,

With your authorization I would like to forward the chain of emails below to Ms. Reeves seeking consideration to utilize CDBG grant funding to purchase apparatus, thank you.

From: Jon P. Williams
Sent: Thursday, July 21, 2016 3:24 PM
To: Meredith Reeves <MAREEVES@myescambia.com>
Cc: Patrick T. Grace <ptgrace@co.escambia.fl.us>; Amy L. Lovoy <allovoy@co.escambia.fl.us>; Albert D. Kyles <ADKYLES@co.escambia.fl.us>; Mike D. Weaver <mdweaver@co.escambia.fl.us>; Jack R. Brown <jrbrown@co.escambia.fl.us>
Subject: RE: CDBG Grant (Request for Fire Truck)

Ms. Reeves,

As an estimate that figure would probably be closer to $450K but that is just an estimate without updating some specifications and going out for bid.

From: Meredith Reeves
Sent: Thursday, July 21, 2016 2:58 PM
To: Jon P. Williams
Cc: Patrick T. Grace; Amy L. Lovoy; Albert D. Kyles; Mike D. Weaver; Jack R. Brown
Subject: RE: CDBG Grant (Request for Fire Truck)

Jon,
Can you please provide me with an estimated cost of a fire truck? I'm assuming that the $400K figure may no longer be accurate.

Thanks,
Meredith

From: Jon P. Williams
Sent: Thursday, July 21, 2016 2:13 PM
To: Meredith Reeves
Cc: Patrick T. Grace; Amy L. Lovoy; Albert D. Kyles; Mike D. Weaver
Subject: RE: CDBG Grant (Request for Fire Truck)

Ms. Reeves,

Not considering next year's funding as it has been finalized and close to being approved by the Board how can we add fire apparatus to the list of considerations for the following year? I have been asking for consideration since November 2013. Any consideration would be greatly appreciated as we will be receiving 10 million less in LOST funding in round 4. We utilize the LOST funds to purchase our fire apparatus as well as other capital equipment and build fire stations. Considering the shortfall

ESCAMBIA CONSORTIUM

SF 424

Escambia County
City of Pensacola

Certifications

Escambia County
City of Pensacola
Santa Rosa County

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
08/15/2018	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
59-6000-598	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Escambia County

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
59-6000-598	0750796730000

d. Address:

* Street1:	221 Palafox Place
Street2:	
* City:	Pensacola
County/Parish:	
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	325028355

e. Organizational Unit:

Department Name:	Division Name:
Neighborhood & Human Services	Neighborhood Enterprise

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Meredith
Middle Name:			
* Last Name:	Reeves		
Suffix:			

Title:	Division Manager
Organizational Affiliation:	Escambia County
* Telephone Number:	850-595-0022
Fax Number:	850-595-0342
* Email:	mareeves@myescambia.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Entitlement Grant CDBG

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia County CDBG Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL D 1 * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2018 * b. End Date:

18. Estimated Funding ($):

* a. Federal	1,552,350.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,552,350.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/15/2018.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Jack
Middle Name:	R.
* Last Name:	Brown
Suffix:	
* Title:	County Administrator
* Telephone Number:	850-595-4946
Fax Number:	
* Email:	jrbrown@myescambia.com
* Signature of Authorized Representative:	
* Date Signed:	

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/12/18

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
08/15/2018	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
59-6000-598	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Escambia County

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
59-6000-598	0750796730000

d. Address:

* Street1:	221 Palafox Place
Street2:	
* City:	Pensacola
County/Parish:	
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	325028355

e. Organizational Unit:

Department Name:	Division Name:
Neighborhood & Human Services	Neighborhood Enterprise

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Meredith
Middle Name:			
* Last Name:	Reeves		
Suffix:			

Title:	Division Manager
Organizational Affiliation:	Escambia County
* Telephone Number:	850-595-0022
Fax Number:	850-595-0342
* Email:	mareeves@myescambia.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia Consortium HOME Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL D 1 | * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2018 | * b. End Date:

18. Estimated Funding ($):

* a. Federal	1,199,416.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	299,854.00
* f. Program Income	
* g. TOTAL	1,499,270.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/14/2018.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Jack
Middle Name:	R.
* Last Name:	Brown
Suffix:	
* Title:	County Administrator
* Telephone Number:	850-595-4946
Fax Number:	
* Email:	jrbrown@myescambia.com
* Signature of Authorized Representative:	
* Date Signed:	

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/12/18

ESCAMBIA COUNTY
CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____
Signature/Authorized Official Date
Jack R. Brown, County Administrator
Escambia County

Witnessed: _____
Print Name: _____

Witnessed: _____
Print Name: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 9/12/18

ESCAMBIA COUNTY

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2018, 19, 20 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

Title

Approved as to form and legal sufficiency.

By/Title:

Date: 3/12/18

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

CERTIFICATION DOES NOT APPLY

_____ _____
Signature/Authorized Official Date

_____
Title

ESCAMBIA COUNTY

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

_____

Title

Approved as to form and legal sufficiency.

By/Title: _____

Date: 2/15/18

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

ESCAMBIA COUNTY
ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature/Authorized Official

Date

Jack R. Brown, County Administrator
Escambia County

Title

Note: Escambia County will not receive a new allocation of ESG funds for FY 18/19

Approved as to form and legal sufficiency.

By/Title:

Date: 9/12/18

Witnessed: _____
Print Name: _____

Witnessed: _____
Print Name: _____

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

CERTIFICATION DOES NOT APPLY

Signature/Authorized Official Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

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.

CITY OF PENSACOLA

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____

Signature/Authorized Official Date

Mayor, City of Pensacola

CITY OF PENSACOLA

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2017, 18, 19 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Mayor, City of Pensacola

_____

Title

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

CERTIFICATION DOES NOT APPLY

_____ _____
Signature/Authorized Official Date

_____
Title

CITY OF PENSACOLA

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Mayor, City of Pensacola

_____

Title

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

CERTIFICATION DOES NOT APPLY

_____ _____

Signature/Authorized Official Date

_____

Title

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

CERTIFICATION DOES NOT APPLY

_____ _____

Signature/Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

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.

SANTA ROSA COUNTY

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____

Signature/Authorized Official Date

Chair, Santa Rosa County
Board of County Commissioners

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2017, 18, 19 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Chair, Santa Rosa County
Board of County Commissioners

_____

Title

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

CERTIFICATION DOES NOT APPLY

_____ _____
Signature/Authorized Official Date

_____
Title

SANTA ROSA COUNTY

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Chair, Santa Rosa County
Board of County Commissioners

_____

Title

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

CERTIFICATION DOES NOT APPLY

_____ _____

Signature/Authorized Official Date

_____

Title

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

CERTIFICATION DOES NOT APPLY

_____ _____

Signature/Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

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.

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2018/2019 Annual Housing and Community Development Plan for the period October 1, 2018 - September 30, 2019. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2018/2019 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2018 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2018 - September 30, 2019)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2018 Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) funding which is detailed as follows.

ESCAMBIA COUNTY

2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES

HOUSING REHABILITATION:

Housing Rehabilitation Program (General) **$421,756***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for

low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

Temporary Relocation **$20,000**
Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

ADMINISTRATION/PLANNING:
General Grant Administration/Management **$307,344**
Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program, operating expenses, and indirect costs.

Escambia County Community Redevelopment Agency **$2000**
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County

PUBLIC SERVICES:
Council on Aging of West Florida, Inc. **$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance **$60,000**
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling **$10,000**
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

Fair Housing **$48,750**
Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

Homeless Services **$50,000**
Support for operational costs for homeless shelter, including HMIS and/or coordinated entry costs to support shelter operations.

DEMOLITION/CLEARANCE:
Demolition/Clearance of Unsafe Structures or Properties **$20,000**
Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:
County Facility Handicapped Accessibility Improvement Project **$200,000**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Old County Courthouse, Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park as funding permits. (Countywide)

CRA Neighborhood Improvement Project Enhancements **$365,500**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds will also provide administrative support for the CRA in administration of projects (estimated $15,500). Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

TOTAL 2018 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **$1,552,350**
=======

CITY OF PENSACOLA

2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs **$337,421***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola.

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000). Further, $25,000 from Pre FY2015 grant funds will be allocated to the activity.

Temporary Relocation **$25,000**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act.

PUBLIC FACILITIES and IMPROVEMENTS:

Neighborhood Improvement Projects **$100,000**

Funds to support neighborhood improvement projects within CDBG eligible neighborhoods. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of handicap curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; and street lighting.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA) **$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Gull Point Resource Center. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply.

Homebuyer and Foreclosure Prevention Education and Counseling **$36,712**

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management **$142,283**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL 2018 CITY OF PENSACOLA CDBG PROPOSED BUDGET **$ 711,416**

FY 2018-2019 CDBG Grant Allocation	**$ 711,416**
Pre FY 2015 CDBG Grant Funds	**$ 25,000**

TOTAL CDBG FUNDS AVAILABLE **$ 736,416**

ESCAMBIA CONSORTIUM

2018-2019 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES FOR MEMBER JURISDICTIONS

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$521,746**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$143,930**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$100,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE **$133,886**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$179,913**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT) **$119,941**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2018 HOME Funds Available to the Consortium	$ 1,199,416
(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)	
TOTAL 2018 HOME FUNDS PROJECTED	**$1,199,416**
	=======

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2018/2019 Annual Plan. **The hearings will be held at 5:30 P.M. (CST) on May 22, 2018, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida and at 9:00 A.M. (CST) on May 31, 2018, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida.** All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

Written comments or input regarding local housing needs or priorities will be accepted through **June 20, 2018**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Jeff Bergosh	Ashton J. Hayward, III	Robert A. “Bob” Cole
Chairman, Escambia County	Mayor	Chairman, Santa Rosa County
Board of County Commissioners	City of Pensacola	Board of County Commissioners

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 08/15/2018

4. Applicant Identifier:

5a. Federal Entity Identifier: 59-6000-598

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Escambia County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000-598

* c. Organizational DUNS: 0750796730000

d. Address:

* Street1: 221 Palafox Place

Street2:

* City: Pensacola

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 325028355

e. Organizational Unit:

Department Name: Neighborhood & Human Services

Division Name: Neighborhood Enterprise

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Meredith

Middle Name:

* Last Name: Reeves

Suffix:

Title: Division Manager

Organizational Affiliation: Escambia County

* Telephone Number: 850-595-0022

Fax Number: 850-595-0342

* Email: mareeves@myescambia.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Entitlement Grant CDBG

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia County CDBG Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL D 1 * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2018 * b. End Date:

18. Estimated Funding ($):

* a. Federal	1,552,350.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,552,350.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/15/2018.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Jack
Middle Name:	R.
* Last Name:	Brown
Suffix:	
* Title:	County Administrator
* Telephone Number:	850-595-4946
Fax Number:	
* Email:	jrbrown@myescambia.com
* Signature of Authorized Representative:	
* Date Signed:	

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/12/18

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
08/15/2018	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
59-6000-598	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Escambia County

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
59-6000-598	0750796730000

d. Address:

* Street1:	221 Palafox Place
Street2:	
* City:	Pensacola
County/Parish:	
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	325028355

e. Organizational Unit:

Department Name:	Division Name:
Neighborhood & Human Services	Neighborhood Enterprise

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Meredith
Middle Name:			
* Last Name:	Reeves		
Suffix:			

Title:	Division Manager
Organizational Affiliation:	Escambia County
* Telephone Number:	850-595-0022
Fax Number:	850-595-0342
* Email:	mareeves@myescambia.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia Consortium HOME Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL D 1 | * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2018 | * b. End Date:

18. Estimated Funding ($):

* a. Federal	1,199,416.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	299,854.00
* f. Program Income	
* g. TOTAL	1,499,270.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/14/2018.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Jack
Middle Name:	R.
* Last Name:	Brown
Suffix:	
* Title:	County Administrator
* Telephone Number:	850-595-4946
Fax Number:	
* Email:	jrbrown@myescambia.com
* Signature of Authorized Representative:	
* Date Signed:	

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/12/18

ESCAMBIA COUNTY
CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____
Signature/Authorized Official Date
Jack R. Brown, County Administrator
Escambia County

Witnessed: _____
Print Name: _____

Witnessed: _____
Print Name: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 9/12/18

ESCAMBIA COUNTY

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2018, 19, 20 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

Title

Approved as to form and legal sufficiency.

By/Title:

Date: 3/12/18

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

CERTIFICATION DOES NOT APPLY

_____ _____
Signature/Authorized Official Date

_____
Title

ESCAMBIA COUNTY

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

_____

Title

Approved as to form and legal sufficiency.

By/Title: _____

Date: 2/15/18

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

ESCAMBIA COUNTY
ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature/Authorized Official

Date

Jack R. Brown, County Administrator
Escambia County

Title

Note: Escambia County will not receive a new allocation of ESG funds for FY 18/19

Approved as to form and legal sufficiency.

By/Title:

Date: 9/12/18

Witnessed: _____
Print Name: _____

Witnessed: _____
Print Name: _____

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

CERTIFICATION DOES NOT APPLY

Signature/Authorized Official Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14404 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Local Program Administrative Support Grant Application and Agreement with the Florida Commission for the Transportation Disadvantaged
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Program Administrative Support Grant Application and Agreement with the Florida Commission for the Transportation Disadvantaged - Mike Crittenden, Director Mass Transit

That the Board adopt and authorize the Chairman to sign the Resolution which approves and authorizes the County Administrator to sign the Local Program Administrative Support Grant Application Form and Support Agreement with the Florida Commission for the Transportation Disadvantaged.

BACKGROUND:

Through proviso language in the Commission's Fiscal Year 2018-19 Budget, the Legislature placed all funds for the Designated Office Planning Agencies and Rural Capital Assistance Grants, as well as county voluntary dollars, into the Trip and Equipment Grants.

To fund the twenty-nine Designated Office Planning Agencies throughout the state that work within the coordinated transportation system, legislative staff directed the Commission to have each community transportation coordinator pay the planning agency within its service area from the additional funds it received in the Trip and Equipment Grant.

To keep the funds, tasks and match requirements associated with community transportation coordinators separate from the funds, tasks and match requirements related to the Designated Official Planning Agencies, the Commission has created an additional grant called the Local Program

Administrative Support Grant. The requirements in the Trip and Equipment Grant remains unchanged.

Funding [The Florida Commission for the Transportation Disadvantaged (FLCTD) will provide $26,122 for program related administrative support services. No Local Match is required, funding is at 100%]

The County Attorney's Office has requested that the Board be made aware of the following provision included in paragraph 10.70 of the agreement: "The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided."

BUDGETARY IMPACT:

The Florida Commission for the Transportation Disadvantaged (FLCTD) will provide $26,122 for program related administrative support services. No Local Match is required, funding is at 100%

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and the signed the Resolution, and the Florida Commission for the Transportation Disadvantaged Local Program Administrative Support Agreement.

The County Attorney's Office has requested that the Board be made aware of the following provision included in paragraph 10.70 of the agreement: "The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, the Chairman will sign the Resolution, and the County Administrator will sign and execute the FY2018/19 Local Program Administrative Support Application and Agreement.

Attachments

Resolution

Application
Agreement

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT A LOCAL PROGRAM ADMINISTRATIVE SUPPORT GRANT FROM THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LOCAL PROGRAM ADMINISTRATIVE SUPPORT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County previously entered into a Memorandum of Agreement with the Commission for the Transportation Disadvantaged (CTD) wherein the Escambia County Board of County Commissioners was designated as the Community Transportation Coordinator (CTC) in Escambia County; and

WHEREAS, Escambia County, as the CTC, has the authority to apply for and is eligible to receive a Local Program Administrative Support Grant award from the Florida Commission for the Transportation Disadvantaged as authorized by §427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

WHEREAS, Escambia County has the requisite authority to enter into a Local Program Administrative Support Agreement with the Florida Commission for the Transportation Disadvantaged awarding funds for program related administrative support services; and

WHEREAS, the estimated total project cost is $26,100.00, which is the maximum participation by the Commission.

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

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

Section 2. The Board of County Commissioners hereby approves the submission of a Local Program Administrative Support Grant Application to the Florida Commission for the Transportation Disadvantaged and authorizes the County Administrator to execute and file the Application on behalf of Escambia County.

Section 3. The Board hereby approves the Local Program Administrative Support Agreement with the Florida Commission for the Transportation Disadvantaged and authorizes the County Administrator to execute the Agreement on behalf of the County and all other grant related documents pertaining to the award.

Section 4. This Resolution will 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

Approved as to form and legal sufficiency.

By/Title:_____

Date: 10/26/18

Florida Commission for the Transportation Disadvantaged

Transportation Disadvantaged Local Program Administrative Support Grant Application Form

Legal Name	Escambia County Board of County Commissioners		
Federal Employer Identification Number	59-6000598		
Registered Address	1515 W Fairfield Drive		
City and State	Pensacola, FLORIDA	**Zip Code**	32501
Contact Person for this Grant	Mike Crittenden	**Phone Number** *Format 111-111-1111*	850-595-3221
E-Mail Address [Required]	mcrittenden@myescambia.com		
Project Location *[County(ies)]*	Escambia	**Proposed Project Start Date**	07/01/2018
Budget Allocation			
		Grant Amount Requested	$26,122.00
		Total Project Amount	**$26,122.00**

I, the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the 2018-19 Grant Manual and Application for the Local Program Administrative Support Grant.

_____ _____

Signature of Grant Recipient Representative ***Date***

Name: Jack R Brown

Title County Administrator***:***

Approved as to form and legal sufficiency.

By/Title:

Date: 10/26/18

SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202718401
SAMAS Obj	751000	Function	683	CSFA No.	55.001
Org. Code	55120000952	Contract No		Vendor No.	59-6000598

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED LOCAL PROGRAM ADMINISTRATIVE SUPPORT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of July, 2018 (the "Effective Date"), by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Escambia County Board of County Commissioners, 221 Palafox Place, Pensacola, Florida 32502, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes local program administrative support functions and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to accomplish local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and as further described in this Agreement and in Exhibit(s) A, B, C, attached hereto and by this reference made a part hereof, hereinafter called the Project; and, state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

The Coordinator shall accomplish such duties and responsibilities through an agreement with the Commission's approved Designated Official Planning Agency for its respective service area.

2.00 Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Coordinator to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Commission: The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.

2.30 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

3.00 Total Project Cost: The total estimated cost of the Project is $ 26,122.00. This amount is based upon the budget summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, in the Project in the amount of $ 26,122.00 as detailed in Exhibit B.

4.10 Eligible Costs: Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake local program administrative support activities, as defined in Exhibit A.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Section 12.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. This is a lump sum – percent complete grant to accomplish the tasks identified in the law, rule, and the grant. It is not subject to adjustment due to the actual cost experience of the recipient in the performance of the grant agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

5.20 Schedule of Disbursements: The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

6.00 Accounting Records and Audits:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Deliverables: The Grantee shall provide sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS), the State Auditor General and, the State Inspector General.

b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

    i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

    ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us	State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

7.00 Compensation and Payments: In order to obtain any Commission funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit A hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2019.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:

7.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Invoices for Deliverables: Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 41-2, 60A-1, and 69, Florida Administrative Code, is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit A on a quarterly basis.

7.40 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan,

and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records: The Commission reserves the right to unilaterally cancel this Agreement for failure by the Grantee to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

9.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

9.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

9.30 Prohibited Interests:

9.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

9.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies

to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

9.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

9.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity about any contract for contractual services which was within his or her responsibility while an employee.

9.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

9.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

9.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues.

The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

9.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

9.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

10.00 Miscellaneous Provisions:

10.10 Environmental Pollution: Not applicable.

10.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

10.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

10.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement

shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

10.50 Bonus and Commissions: By execution of the Grant, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

10.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

10.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

11.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agreements to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

12.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

13.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2019. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in the project description defined in Exhibit A. Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2019.

14.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

15.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

16.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount to the Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516. Vendors may also contact the Department of Financial Services Consumer Hotline at 1-800-342-2762.

17.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract/agreement from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

18.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT EFFECTIVE DATE	July 1, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of, though not necessarily executed on, the Effective Date.

GRANTEE: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Jack R. Brown

TITLE: County Administrator

WITNESS: _____

WITNESS: _____

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: _____

TITLE: **Executive Director (Commission Designee)**

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/25/18

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT EFFECTIVE DATE	July 1, 2018

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES:

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Escambia County Board of County Commissioners, 221 Palafox Place, Pensacola, Florida 32502.

I. PROJECT LOCATION: Escambia County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. The Grantee shall accomplish such duties and responsibilities through an agreement with the Commission's approved Designated Official Planning Agency for its respective service area. The project period will begin on the date of this agreement and will end on the date indicated in Section 13.00 hereof. Specific required tasks are as follows:

TASK 1: **Weighted value = 17%**
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2: **Weighted value = 48%**
Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the

form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.

3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; training notification.

TASK 3: **Weighted value = 5%**

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 4: **Weighted value = 5%**

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 5: **Weighted value = 5%**

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 6: **Weighted value = 5%**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: Cover Page of AOR, signed by CTC representative and LCB Chair.

TASK 7: **Weighted value = 5%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission's AER instructions.

TASK 8: **Weighted value = 5%**

Complete quarterly progress reports addressing local program administrative support accomplishments for the local transportation disadvantaged program as well as grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 9: **Weighted value = 5%**

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

III. Special Considerations by Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT EFFECTIVE DATE	July 1, 2018

EXHIBIT B
PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Escambia County Board of County Commissioners, 221 Palafox Place, Pensacola, Florida 32502.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. For the required services, compensation shall be the total maximum limiting amount of $26,122.00 for related program administrative support services in Escambia County(ies)

Task 1	17%	$4,440.74
Task 2	48%	$12,538.56
Task 3	5%	$1,306.10
Task 4	5%	$1,306.10
Task 5	5%	$1,306.10
Task 6	5%	$1,306.10
Task 7	5%	$1,306.10
Task 8	5%	$1,306.10
Task 9	5%	$1,306.10
TOTAL:	100%	$26,122.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged	
State Funds (100%)	$26,122.00
Total Project Cost	$26,122.00

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 18/19												

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT EFFECTIVE DATE	July 1, 2018

EXHIBIT C
STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP AND EQUIPMENT AND ADMINISTATIVE SUPPORT GRANTS PROGRAM
CSFA Number:	55.001
***Award Amount:**	$26,122.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.001 are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at:
https://apps.fldfs.com/fsaa/compliance.aspx

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14414 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Agreement with the West Florida Regional Planning Council
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement between Escambia County Board of County Commissioners and the West Florida Regional Planning Council - Mike Crittenden, Director, Mass Transit

That the Board take the following action:

A. Approve the Local Transportation Disadvantaged Program Administrative Support Agreement between the Escambia County Board of County Commissioners and the West Florida Regional Planning Council; and

B. Authorize the County Administrator to execute the Agreement.

BACKGROUND:

Through proviso language in the Commission's Fiscal Year 2018-19 Budget, the Legislature placed all funds for the Designated Office Planning Agencies and Rural Capital Assistance Grants, as well as county voluntary dollars, into the Trip and Equipment Grants.

Legislative staff directed the Commission to have each community transportation coordinator pay the planning agency within its service area from the additional funds it received in the Trip and Equipment Grant.

The Commission has provided an agreement between the community transportation coordinator and the planning agency. The funds in the Local Program Administrative Support Grant can only be used by the community transportation coordinator to pay the planning agency.

For the planning agency to receive funding it shall invoice the community transportation coordinator. The community transportation coordinator shall invoice the Commission. The Department of Financial Services will pay the community transportation coordinator, and then, the community transportation coordinator shall pay the planning agency. A planning agency invoices on a quarterly basis unless there is an agreement between the local parties to invoice on a semi-annual or annual schedule.

BUDGETARY IMPACT:

No budgetary impact, funding is a pass through from the Commission to the CTC to the Planning agency.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney has reviewed for legal sufficiency

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Mass Transit staff will liaise with the Commission and the Planning Agency.

Attachments

Email
Agreement

Cc: Del Moral, Cecile <Cecile.DelMoral@dot.state.fl.us>
Subject: FY 2018-19 TD Local Program Administrative Support-Application and Agreement

Good Afternoon Mike,
Below is information that was sent out in an email to all the MPO Directors on 6/8/18. Hopefully it will provides the additional information you may need. Please let me know if you need anything else for your meeting material.
Thank you,
Karen

Karen Somerset, F.C.C.M.
Assistant Executive Director
Phone: (850) 410-5701
Email: Karen.Somerset@dot.state.fl.us
Website: www.dot.state.fl.us/ctd

From: Mikyska, Carl [mailto:Carl.Mikyska@dot.state.fl.us]
Sent: Friday, June 1, 2018 11:38 AM
Subject: Follow up from this morning's call on CTD funding

Dear MPOAC Staff Directors,

As promised during our conference call related to planning agency funding through the CTD, here is a succinct summary of the events that took place and what we will be doing this coming State Fiscal Year:

Through proviso language in the Commission's Fiscal Year 2018-19 Budget, the Legislature placed all funds for the Designated Office Planning Agencies and Rural Capital Assistance Grants, as well as county voluntary dollars, into the Trip and Equipment Grants.

To fund the twenty-nine Designated Office Planning Agencies throughout the state that work within the coordinated transportation system, legislative staff directed the Commission to have each community transportation coordinator pay the planning agency within its service area from the additional funds it received in the Trip and Equipment Grant.

To keep the funds, tasks and match requirements associated with community transportation coordinators separate from the funds, tasks and match requirements related to the Designated Official Planning Agencies, the Commission has created an additional grant called the Local Program Administrative Support Grant. The requirements in the Trip and Equipment Grant remains unchanged.

The Commission will provide a sample agreement between the community transportation

coordinator and the planning agency that the community transportation coordinator can use, if needed. The funds in the Local Program Administrative Support Grant can only be used by the community transportation coordinator to pay the planning agency.

For the planning agency to receive funding it shall invoice the community transportation coordinator. The community transportation coordinator shall invoice the Commission. The Department of Financial Services will pay the community transportation coordinator, and then, the community transportation coordinator shall pay the planning agency. A planning agency invoices on a quarterly basis unless there is an agreement between the local parties to invoice on a semi-annual or annual schedule.

The information and guidance provided above is for Fiscal Year 2018-19 only. The Commission does not anticipate the Legislature using the same proviso language for the Commission's budget in Fiscal Year 2019-20.

I hope this assists you in explaining this matter to your team and board. Our many thanks to Steve Holmes, and his team at the CTD, for assisting the MPOs through this process for the coming State Fiscal Year.

Thank you again,

Carl Mikyska, Executive Director
MPOAC
605 Suwannee Street, MS 28B
Tallahassee, FL 32399-0450

carl.mikyska@mpoac.org
850/414-4062

LOCAL TRANSPORTATION DISADVANTAGED PROGRAM ADMINISTRATIVE SUPPORT AGREEMENT

THIS AGREEMENT is made and entered into by and between Escambia County Board of County Commissioners, the Florida Commission for the Transportation Disadvantaged's *Community Transportation Coordinator* (hereinafter "Coordinator") and the West Florida Regional Planning Council, the Florida Commission for the Transportation Disadvantaged's Designated Official *Planning Agency* (hereinafter "Planning Agency").

WITNESSETH:

WHEREAS, the Coordinator has the authority to apply for and is eligible to receive a Local Program Administrative Support Grant award from the Florida Commission for the Transportation Disadvantaged as authorized by §427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

WHEREAS, Escambia County has the requisite authority to enter into a Local Program Administrative Support Agreement with the Florida Commission for the Transportation Disadvantaged awarding funds for program related administrative support services; and

WHEREAS, the Planning Agency has the authority to enter into this agreement and to undertake the Project hereinafter described, and the Coordinator has been granted the authority to carry out the responsibilities of the Florida Commission for the Transportation Disadvantaged (CTD) which includes local program administrative support functions and other responsibilities identified in Chapter 427, Florida Statutes, or rules therefore; and

WHEREAS, the Coordinator and Planning Agency now desire to enter into this Agreement setting forth the terms and conditions whereby the Coordinator shall provide financial assistance for the Planning Agency to undertake local program administrative support duties and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenant, promises and representations herein, the parties 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. **Purpose of Agreement.** The purpose of this Agreement is to provide financial assistance to accomplish local program administrative support duties and responsibilities as required by the Commission for the Transportation Disadvantaged Local Program Administrative Assistance Grant, and as further described in the *Project Description and Responsibilities*, attached hereto and incorporated herein as **Exhibit A**, and the *Project Budget*, attached hereto and incorporated herein as **Exhibit B** ("Project"), and, to state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

3. **Term.** The term of this Agreement shall be for a period of one (1) year, effective July 1, 2018, through June 30, 2019. Any work performed prior to the commencement of the term or after the expiration of this Agreement will not be compensated by the Coordinator.

4. **Amendments and Extensions.** This Agreement may be amended upon mutual written agreement of the both parties. This Agreement shall not be extended or renewed.

5. **Assignments.** This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the Coordinator.

6. **Termination or Suspension of Project.** The Coordinator may, by written notice to the Planning Agency, suspend any and all of the Coordinator's obligations under this Agreement for the Planning Agency's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Coordinator will provide written notice outlining the cause for such suspension.

The Coordinator may terminate this Agreement at any time before the date of completion if the Planning Agency is dissolved or if state funds cease to be available. In addition, the Coordinator or the Planning Agency may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Coordinator or the Planning Agency shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

If this Agreement is terminated before performance is completed, the Planning Agency shall be paid only for eligible tasks and deliverables satisfactorily performed during the effective Project period.

7. **Remedies and Disputes.** This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party.

8. **Project Costs.** The estimated total cost of the Project is $26,122.00. This amount is based upon the Project Budget provided in **Exhibit B** attached to this Agreement. Project funds may only be used by the Planning Agency to undertake local Transportation Disadvantaged program administrative support activities as further described in this Agreement. This is a lump sum – percent complete grant to accomplish the tasks identified in the Agreement. It is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in **Exhibits A and B** that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission for the Transportation Disadvantaged. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the relevant task and deliverable.

9. **Compensation and Payment.**
The Coordinator shall pay the Planning Agency for the satisfactory performance of each task as outlined in **Exhibit A** on a quarterly basis. The amount of compensation for each completed task/deliverable is further described in **Exhibit B**, attached to this Agreement. The Planning Agency shall submit invoices on a quarterly basis. Invoices and deliverables shall be submitted to: Mike Crittenden, Escambia County BOCC, Mass Transit Department; via email to ecat_invoices@myescambia.com or 1515 W. Fairfield Drive, Pensacola FL 32501.

10. **Inspections.** The Planning Agency shall permit, and shall require its contractors to permit, the Coordinator's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and

development of the Project at all reasonable times including upon completion of the Project, and without notice.

11. Records Retention. The Planning Agency shall provide and maintain sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Coordinator were those which were promised. Such documentation and records should be maintained for five (5) years from the expiration of the Agreement unless extended by the Coordinator. The Coordinator reserves the right to immediately terminate this Agreement for failure by the Planning Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

12. Indemnification. To the fullest extent permitted by law, the Planning Agency and any of its subcontractors or agents, if any, shall indemnify, and hold harmless the Coordinator, including the Coordinator's officers and employees, and the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Planning Agency and any of its subcontractors or agents in the performance of this Agreement. This indemnification shall survive the termination of this agreement.

13. Non-discrimination. The Planning Agency and any of its contractors or consultants shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Planning Agency agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Planning Agency shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

14. Lobbying Prohibition. The Planning Agency shall not use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The Planning Agency shall not employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

15. Public Entity Crimes. The Planning Agency shall not accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Planning Agency may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Planning Agency. If the Planning Agency was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Planning Agency may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

16. Homeland Security. Planning Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of 1) all new persons employed by the Planning Agency during the term of the grant agreement to perform employment duties within Florida; and 2) all new persons, including subcontractors, assigned by the Planning Agency to perform work pursuant to the contract with the Coordinator. The Coordinator shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Planning Agency knowingly employs unauthorized aliens, such violation shall be cause for immediate termination of this Agreement. For more information about E-Verify, the Planning Agency may visit the U.S. Department of Homeland Security's website at *www.dhs.gov*.

17. Relationship. Nothing herein shall create or be construed to create an employer-employee, principal-agent, or joint venture relationship between the parties. Further, the parties shall have no authority to bind the other to any commitment, contract, agreement or other obligation.

18. Severability. If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

19. Venue. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the parties stipulate that venue for any matter that is the subject of this Agreement shall be exclusively in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective by their duly authorized designated officials as of the last date set forth below.

COORDINATOR:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jack R. Brown, County Administrator

Date: _____

_____
Witness

BCC Approved: _____

_____
Witness

PLANNING AGENCY:
WEST FLORIDA REGIONAL
PLANNING COUNCIL

ATTEST:

_____
Secretary

_____
Kurvin Qualls, Chairman

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/28/18

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement, between Escambia County Board of County Commissioners, the Community Transportation Coordinator, and The West Florida Regional Planning Council, the Planning Agency.

I. PROJECT LOCATION: Escambia County.

II. PROJECT DESCRIPTION: This Project provides for the accomplishment of the local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. The Coordinator shall accomplish such duties and responsibilities through this Agreement with the Florida Commission for the Transportation Disadvantaged's approved Designated Official Planning Agency for its respective service area. The project period will begin on the effective date of this Agreement and will end on June 30, 2019. Specific required tasks are as follows:

TASK 1: **Weighted value = 17%**

Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2: **Weighted value = 48%**

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission for the Transportation Disadvantaged.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the CTD's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.

3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; training notification.

TASK 3: **Weighted value = 5%**

Provide at least one public workshop annually by each LCB, and assist the CTD, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 4: **Weighted value = 5%**

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 5: **Weighted value = 5%**

Develop, annually update, and implement LCB grievance procedures in accordance with the CTD's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the CTD's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 6: **Weighted value = 5%**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the CTD.

Deliverable: Cover Page of AOR, signed by CTC representative and LCB Chair.

TASK 7: **Weighted value = 5%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the CTD no later than September 15th. Complete the AER, using the CTD approved form.

Deliverable: Completed AER in accordance with the most recent CTD's AER instructions.

TASK 8: **Weighted value = 5%**

Complete quarterly progress reports addressing local program administrative support accomplishments for the local transportation disadvantaged program as well as grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by Planning Agency representative. Electronic signatures are acceptable.

TASK 9: **Weighted value = 5%**

Planning Agency staff shall attend at least one CTD sponsored training, including but not limited to, the CTD's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

EXHIBIT B
PROJECT BUDGET

This exhibit forms an integral part of the Agreement, between Escambia County Board of County Commissioners, the Community Transportation Coordinator and The West Florida Regional Planning Council, the Planning Agency.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. For the required deliverable, compensation shall be the total maximum amount of **$26,122.00** for all related program administrative support services in Escambia County. This is a lump sum – percent complete grant to accomplish the tasks identified in the Agreement. It is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in **Exhibits A and B** that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission for the Transportation Disadvantaged. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

Task 1	17%	$ 4,440.74
Task 2	48%	$12,538.56
Task 3	5%	$ 1,306.10
Task 4	5%	$ 1,306.10
Task 5	5%	$ 1,306.10
Task 6	5%	$ 1,306.10
Task 7	5%	$ 1,306.10
Task 8	5%	$ 1,306.10
Task 9	5%	$ 1,306.10
TOTAL:	**100%**	**$26,122.00**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14507 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Pitney Bowes Digital Mailing System Lease - EMS Billing Office
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pitney Bowes Digital Mailing System Lease Agreement, State of Florida Contract #44102100-17-1 - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Lease Agreement with Pitney Bowes, per State of Florida Contract # 44102100-17-1, for the Pitney Bowes digital mailing system for the Emergency Medical Services (EMS) Billing Office, for 48 months at the monthly cost of $848.15.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330603, EMS Billing]

BACKGROUND:

The current lease agreements for the digital mailing system and folder/inserter used in the EMS Billing Office expire July 30, 2018 respectively. An increase in the need for maintenance on the existing equipment has prompted Pitney Bowes to offer a single, 48-month lease agreement for a new all-inclusive digital mailing system in advance of the current leases' termination. There will be an increase of $93.15 a month for the new equipment with a monthly fee of $848.15

If the new Lease Agreement is approved by the Board, it is anticipated that the new equipment will be installed by the end of August 2018.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Service, Cost Center 330603, EMS Billing

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual has approved the Lease Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lease Agreement

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pitney bowes

State of Florida Contract #44102100-17-1 Order Form

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
ESCAMBIA E M S			596000598
Sold-To: Address			
6575 N W St, Pensacola, FL, 32505-1714, US			
Sold-To: Contact Name	**Sold-To: Contact Phone #**	**Sold-To: Account #**	
Tamika Williams	---	0011916667	
Bill-To: Address			
6575 N W St, Pensacola, FL, 32505-1714, US			
Bill-To: Contact Name	**Bill-To: Contact Phone #**	**Bill-To: Account #**	**Bill-To: Email**
TAMIKA WILLIAMS	(850) 471-6425	0011001584	tlwilliams@myescambia.com
Ship-To: Address			
6575 N W St, Pensacola, FL, 32505-1714, US			
Ship-To: Contact Name	**Ship-To: Contact Phone #**	**Ship-To: Account #**	
Tamika Williams	---	0011916667	
PO #			

Your Business Needs

Qty	Item	Business Solution Description
1	RELAY3000	Relay 3000 Inserting System
1	DI90012	Power Stacker Localization Kit
1	F391550	F391550 - Relay Localization Kit - US
1	F790042-01	Power Cord
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 3000 Inserting System)
1	TI30	TI30 - Relay 3000 Inserting System
1	TIRS	TIRS - Vertical Power Stacker
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FWX	15 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics

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See Pitney Bowes Terms for additional terms and conditions

1	APK2	SendPro P Series Basic Label Printer Pac
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SENDPRO P1500 SERIES BUNDLE (145/70 LPM)
1	M9SS	Mailstream Intellilink Services
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	Postal Shipping
1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for SendPro P1500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 48 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
48	$ 848.15	$ 2,544.45

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

(X) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

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See Pitney Bowes Terms for additional terms and conditions

Your Signature Below

By your signature below or Purchase Order, you are entering into a Lease Agreement pursuant to the terms and conditions of the Florida STC No. 44102100-17-1. If software is included in the Order, additional terms apply. Please refer to www.pitneybowes.com/us/state-and-local-government-solutions/states/florida.html for the applicable software terms.

44102100-17-1
State/Entity's Contract #

Lessee Signature
Jeff Bergosh, Chairman

Print Name
Escambia County BCC Chairman

Title

Date

Pitney Bowes Signature

Print Name

Title

Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY:_____
DEPUTY CLERK

Email Address

Approved as to form and legal sufficiency.

By/Title:

Date: 7/20/18

Sales Information

Rhonda Beam	rhonda.beam@pb.com
Account Rep Name	Email Address

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See Pitney Bowes Terms for additional terms and conditions

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14483 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Temporary License Agreement with A&B Electric Company, Inc., for Use of County-Owned Property for Staging Electrical Equipment for Jail Construction
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Temporary License Agreement with A&B Electric Company, Inc., for Use of County-Owned Property for Staging Electrical Equipment for Jail Construction - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning a Temporary License Agreement with A&B Electric Company, Inc., for use of County-owned property for staging electrical equipment for jail construction:

A. Approve the Temporary License Agreement with A&B Electric Company, Inc., for use of County-owned property for staging electrical equipment for jail construction, to allow A&B Electric Company, Inc., to pay $400 rent, plus the applicable rental tax (currently 7.3%), for a total of $429.20 per unit, per month, for use of the units located at: 3030 North Pace Boulevard and 3050 North Pace Boulevard, on a month-to-month basis until such time as construction is completed, or the shopping center is set for demolition, whichever occurs first; and

B. Authorize the Chairman to sign the Agreement, without further action of the Board.

BACKGROUND:

Escambia County has contracted with Whitesell-Green/ Caddell JV, LLC for construction of the new Escambia County Correctional Facility (hereinafter referred to as the "Project").

A&B Electric Company, Inc. has contracted with Whitesell-Green/Caddell JV, LLC

to serve as the electrical subcontractor for the Project.

A&B Electric Company, Inc. has requested to rent two vacant units located on county-owned property formerly known as the McDonald Shopping Center for the purpose of storage of materials to be used in construction of the new jail. A&B Electric Company has agreed to pay $400 plus the applicable rental tax (currently 7.3%) for a total of $429.20 per unit per month for units 3030 North Pace Blvd and 3050 North Pace Blvd on a month-to-month basis, until such time that construction is completed, or the shopping center is set for demolition, whichever occurs first.

BUDGETARY IMPACT:

Rental payments are deposited in the General Fund [Fund: 001, Revenue Account: 362010].

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared and approved the Temporary License Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

A&B Electric Co Inc - Rental Request

A&B Electric Co Inc - Subcontract with Whitesell-Green/Caddell

A&B Electric Co Inc - Approved COI

A&B Electric Co Inc - Temporary License Agreement

ELECTRIC COMPANY, INC.

A & B Electric Co., Inc. agrees to pay $400 plus 7.3% rental tax for a total of $429.20 per unit per month for units 3030 and 3050 N. Pace Blvd on a month to month basis unit such time that construction is completed, or the shopping center is set for demolition, whichever occurs first.

Randy Sharman
President
June 26, 2018

a 1020 D Street (39301)
P.O. Box 1265, Meridian, MS 39302
t 601.483.0225 f 601.483.0933
abelectric.net

RECEIVED

MAY 17 2018

Cost Code: 160-00000 Subcontract No. 1054-0012-SC

Amount: _____ Job No: 1054

CADDELL CONSTRUCTION CO.(DE), LLC
MONTGOMERY, ALABAMA

SUBCONTRACT

This Subcontract made this 3rd day of April, 2018, by and between

Whitesell-Green / Caddell, a Joint Venture, 2700 Lagoon Park Drive, Montgomery, Alabama 36109-1100 hereinafter the Contractor, and:

Name	A & B Electric Co., Inc.	Contact/Title	Randy Sharman / President
NAICS Code #	238210	Contractor's License #	ER/30142/9
Street Address	1020 D Street	Federal ID #	64-0560393
City/State/Zip	Meridian, MS 39301	Corporate Status	Corporation
Mailing Address	P.O. Box 1265	Phone #	601-483-0225
City/State/Zip	Meridian, MS 39302	Fax #	601-483-0933
Cell Phone	601-917-4748	E-Mail	rsharman@abelectric.net

hereinafter the Subcontractor, to perform a certain part of the work on the following Project, for which the Contractor has heretofore entered into a General Contract with the Owner.

WHEREAS, the Contractor entered into a General Contract with Escambia County, Florida of 2251 North Palafox Street of Pensacola, Florida 32501 (**hereinafter the Owner**), to furnish all labor, services and materials and perform all work to construct New Escambia County Correctional Facility **hereinafter the Project**) in accordance with the specifications, schedules and drawings prepared by GRW Engineers, Inc. of 801 Corporate Drive, Lexington, KY 40503 (**hereinafter the Architect and/or Engineer**), which are made a part of said General Contract and which are now made a part of this Subcontract insofar as they apply, and the parties hereto desire to contract with reference to a part of said Project.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, it is agreed as follows:

Article I – Subcontractor shall furnish all labor, services, materials, fuel, equipment, tools, machinery and supplies; perform all work; and do all things necessary to complete diligently and timely the following part or parts of the work of the General Contract in all respects as is therein required of Contractor, and all work incidental thereto, namely;

Electrical and Electronic Systems

Article II – Unless a different period is set forth herein, any notice required of the Contractor or the Subcontractor by this Subcontract shall be in writing and shall be deemed to be given on the date of such notice was personally delivered or two (2) business days after the date such notice is deposited either by certified or registered mail, return receipt requested, postage paid, in the United States mail or sent via commercial carrier with confirmation of delivery and addressed as set forth below:

To the Contractor:
President & CEO
Whitesell-Green / Caddell, a Joint Venture
2700 Lagoon Park Drive
Montgomery, Alabama 36109

To the Subcontractor:
Randy Sharman / President
A & B Electric Co., Inc.
P.O. Box 1265
Meridian, MS 39302

A&BEL-1 OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/12/2018

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
Insurance Solutions of MS, Inc
1207 23rd Avenue
P.O. Box 1311
Meridian, MS 39302-1311
Jim Thompson
601-693-2336

011767, A++, XV

CONTACT NAME: Cris Orr, AU,CPIW,CRIS
PHONE (A/C, No, Ext): 601-693-2336 FAX (A/C, No): 601-693-1568
E-MAIL ADDRESS: corr.insu327@insuremail.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers	40282
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED A & B Electric Company, Inc.
& Ms. Electric Co, Inc.
P. O. Box 1265
Meridian, MS 39302-1265

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	CO529D1248	01/01/2018	01/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ $ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	810529D125A	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	CUP1J169266	01/01/2018	01/01/2019	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB9J634126/MS/AL/FL/FL/AR INCLUDES USL&H	01/01/2018 01/01/2018	01/01/2019 01/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Equip/Transport	Y	Y	CO529D1248	01/01/2018	01/01/2019	Leased		500,000
A	Install/Bldrs Risk	Y		CO529D1248	01/01/2018	01/01/2019	Property		500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

69861 - Electrical Contractor Job/Project: Leased property at 3030 N. Place Blvd and 3050 N. Pace Blvd, Escambia County,FL.
Blanket Additonal Insured & Blanket Waiver of Subrogation form#s CAT353(3/10), CGD604(8/13) and WC000313(00)-01 apply as indicated above.Umbrella follows form. MS Cancellation Form # IL0282(09/08) applies

APPROVED
By Bob Dye at 11:40 am, Jul 16, 2018

CERTIFICATE HOLDER ESCAM-1

Escambia County & Board of
County Commissioners
221 Palafox Place
Pensacola, FL 32502

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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TEMPORARY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, FL 32502 (hereinafter referred to as "County") and A&B Electric Company, Inc., whose principal address is 1020 D Street, Meridian, MS 39301 (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Escambia County owns certain real property in Escambia County, Florida, more particularly described herein; and

WHEREAS, Licensee has contracted with Whitesell-Green/Caddell JV, LLC to serve as the electrical subcontractor for the construction of the new Escambia County Correctional Facility (hereinafter referred to as the "Project"); and

WHEREAS, Licensee desires to temporarily license the use of the County's property, which is in the vicinity of the Project site, for the limited purpose of staging equipment in connection with the Project; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the County and the public to license the use of its property to Licensee under the terms and conditions stated herein.

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and incorporated herein by reference.

Section 2. Property. The County licenses to Licensee the use of that certain property located at 3030 North Pace Boulevard ("Parcel #1") and 3050 North Pace Boulevard ("Parcel #2") in Escambia County, Florida (hereinafter referred to collectively as the "Property").

Section 3. Use of the Property. Licensee shall use the Property only for the purpose of staging equipment in connection with the project. Licensee shall not use the Property for any other purpose unless authorized in writing by the County.

Section 4. Term. The term of this Agreement shall commence on August 1, 2018, and continue on a month-to-month basis until such time as Licensee's completes its services for the project or the Property is scheduled for demolition. This Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting and fully executed.

Section 5. License Fee. On or before the first day of each month, Licensee shall pay to County a monthly license fee of $400 per Parcel plus the applicable rental tax.

Section 6. Condition and Maintenance of the Property. Licensee accepts the Property "as-is", and the County makes no warranties regarding suitability of the Property for Licensee's

intended use. During the term of this Agreement, Licensee shall be responsible for routine maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. Licensee shall regularly inspect the Property and promptly correct any conditions caused by Licensee that would reasonably be perceived to present a danger or hazard to persons or to the Property.

Section 7. Termination. This Agreement may be terminated by either party for cause or convenience upon providing thirty (30) days written notice to the other party. Upon termination or expiration of this Agreement, Licensee shall remove any personal property and restore the Property to the same condition that existed immediately prior to the date of this Agreement.

Section 8. Utilities. If applicable, Licensee shall be responsible for all utility service charges, including electricity, gas, water, sewer, sanitation, security, telephone, internet, and cable television.

Section 9. Taxes. Licensee shall be responsible for all taxes assessed against the Property, improvements, or otherwise arising out of this License Agreement.

Section 10. Indemnification. Licensee shall hold harmless, indemnify, and defend the County, the Board of County Commissioners, and its agents and employees, from and against any and all claims, damages (including death of or injury to any person or to property), loss or expense, including attorneys' fees, arising out of or otherwise resulting from Licensee exercising any of the rights granted by this Agreement or Licensee's use of the Property.

Section 11. Insurance.

11.1 The Licensee shall procure and maintain the following described insurance, except for coverages specifically waived by the County.

General, Excess or Umbrella Liability Coverage
The Licensee shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability 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 Lessees, 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.

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.

11.2 The required insurance shall be obtained and written for not less than the limits of liability

specified herein, or as required by law, whichever is greater. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Licensee's interests or liabilities, but are merely minimums. These insurance requirements shall not limit the liability of the Lessee.

11.3 Licensee's policies shall be from insurers admitted to do business in the State of Florida. Carriers shall have an "A" or better Secure Best Rating with a minimum financial size of "VII" according to the latest edition of the A.M. Best Key Rating Guide.

11.4 Required insurance shall be documented in certificates of insurance. Certificates of Insurance shall be provided to Escambia County Risk Management, Post Office Box 1591, Pensacola, Florida 32597. New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Licensee to provide the County with such renewal certificates may be considered justification for the County to terminate this Agreement.

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 shall reflect the "additional insured" status of the County. In addition, the 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 Risk Management, Post Office Box 1591, Pensacola, Florida 32597.

11.5 Such policies shall provide coverages for any or all claims which may arise out of, or result from Licensee's use of the subject Property, whether by the Licensee, 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 Licensee 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.

11.6 The Licensee waives its right of recovery against the County, to the extent permitted by its insurance policies.

11.7 The Licensee'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 Licensee is responsible for the amount of any deductible or self-insured retention.

11.8 Insurance required of the Licensee or any other insurance of the Licensee 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.

Section 12. Notices. Notices to County and the Licensee under this Agreement will be addressed, mailed, or delivered to the following:

To County:
Office of Management and Budget Services
Attn: Property Division
221 Palafox Place, Suite 440
Pensacola, Florida 32502

To Licensee:
A&B Electric Company, Inc.
1020 "D" Street
Meridian, MS 39302

With copy to:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices shall be delivered in person or by U.S. mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice given to the other as specified above.

Section 13. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall retain the right, at all reasonable times, to enter upon the Property.

Section 14. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

Section 15. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the temporary license for use of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by County and Licensee after the date of this Agreement. Licensee 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. This Agreement shall not be assigned by either party.

Section 16. Headings. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.

Section 17. Miscellaneous. If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 18. 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.

Section 19. Public Records. The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee 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 Licensee seven (7) days written notice, during which period the Licensee still fails to allow access to such documents, terminate the Agreement.

Section 20. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found

in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, County and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BCC Approved: _____

_____
Deputy Clerk

LICENSEE:
A&B ELECTRIC COMPANY, INC.

_____
Corporate Secretary

[SEAL]

_____
Randy Sharman, President

Date: 7/12/18

Approved as to form and legal sufficiency.

By/Title:

Date: 7/23/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14490 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Supplemental Budget Amendment #053 - Amending the Santa Rosa, Okaloosa, and Walton County Technology Budgets
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #053 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #053, Article V Fund (115), in the amount of ($328,982), to recognize an adjustment to the fund balances from prior years due to amended revenue recording entries for Santa Rosa, Okaloosa, and Walton Counties, and to appropriate this adjustment in the Fiscal Year 2017/2018 State Attorney, Public Defender, and Court Technology Budgets.

BACKGROUND:

Escambia County has Interlocal Agreements with Santa Rosa, Okaloosa, and Walton Counties for centralized purchasing ability for the ARticle V Technology Funds, these agreements were created in FY2006. Escambia County performs all the budgeting, purchasing, and disbursement functions associated with these budgets and revenues.

These budgets need to be amended to reflect the actual/amended revenues collected in prior years and amend the current year's fund balance appropriation within the State Attorney, Public Defender, and Court Technology FY17/18 Budgets.

BUDGETARY IMPACT:

This amendment will decrease Fund 115 in the amount of $($328,982).

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#053

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 budget

WHEREAS, the Article V Technology Budgets for Santa Rosa, Okaloosa, and Walton County Budgets need to be amended to reflect an adjustment to the Fund Balances from prior years, 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

Article V Fund	115
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Fund Balance	115	389901	($328,982)
Total			($328,982)

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
SROSA Crt Tech/ R & M	115/410515	54601	$36,637
SROSA SA Tech/R & M	115/410309	54601	21,982
SROSA PD Tech/Communications	115/410412	54101	14,655
OK Crt Tech/Reserves	115/410516	59801	(162,421)
OK SA Tech/Other Cont. Services	115/410310	53401	(6,703)
OK PD Tech/Reserves	115/410413	59801	(64,967)
Walton SA Tech/Reserves	115/410312	59801	(100,899)
Walton PD Tech/Reserves	115/410415	59801	(67,266)
Total			($328,982)

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=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.07.16 10:33:31 -05'00'

OMB Approved

Supplemental Budget Amendment
#053

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14459 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: SBA# 157 - Sherriff's Off-Duty Officer Reimbursement, Auto Repairs, & Misc. Fees
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation ConcerningSupplemental Budget Amendment #157 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #157, General Fund (001), in the amount of $28,568, to recognize the Sheriff's off-duty officer, auto repairs, investigative costs, and miscellaneous reimbursements/fees; and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

BACKGROUND:
The Sheriff's Department has received off-duty officer, auto repairs, investigative costs and miscellaneous costs reimbursements/fees associated with providing law enforcement and services in Escambia County. An appropriation of $28,568 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:
This amendment will increase Fund 001 by $28,568.

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 # 157

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, the Escambia County Sheriff has received reimbursement proceeds from expenses incurred by the Sheriff's Department, including reimbursement for off-duty officer employment expenses, auto repairs, investigative costs and public records requests. These funds must now be and appropriated back into the Sheriff's operating budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Sheriff Fees	001	369939	$27,202
Investigative Costs	001	341525	$1,367
Total			**$28,568**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Expenses	001/540101	59703	$28,568
Total			**$28,568**

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=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.07.16 09:12:32 -05'00'

OMB Approved

Supplemental Budget Amendment
#157

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14446 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Contract Award for Temporary Labor Services
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Temporary Labor Services for the Escambia County Board of County Commissioners - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per Specification Number PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., and authorize the County Administrator to sign the Agreement for Temporary Labor Services with Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months, in the approximate amount of $3,200,000 (projected Fiscal Year 2018-2019 Budget), per the following:

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - $2,500,000; effective upon award and execution of the Agreement, and;

B. Lot 2 - Temporary Labor Services for the Bob Sykes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - $410,000; effective September 01, 2018, and;

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - $300,000; effective at the beginning of the 2018-2019 Fiscal Year Budget.

[Funding:
Lot 1:

- Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.

- Community Affairs - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.
- Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370232, 2018 CDBG Other; Object Code 53401, Other Contractual Services; $10,000.
- County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.
- Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.
- Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.
- Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76.
- Public Works Engineering - Fund Code 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 53401, Other Contractual Services; $200,000.
- Public Works Engineering - Fund Code 353, LOST IV; Cost Center 210106,; Object Code 53401, Other Contractual Services; $200,000.
- Parks & Recreation - Fund Code 352, LOST III; Cost Center 360229; Object Code 53401, Other Contractual Services; $117,372.17.
- Development Services - Fund Code 116, Development Review Fee; Cost Center 211902, Development Engineering; Object Code 53401, Other Contractual Services; $60,000.
- Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $ 5,000.
- Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.
- Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.
- Fund Code 102, Economic Development Fund; Cost Center 360704, Econ Dev Operating; Object Code 53401, Other Contractual Services; $35,000.
- Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $5,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; $15,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $39,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $58,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $110,000.
- Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.
- Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual

Services; $80,000.
- County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $8,000.

Lot 2: $410,000
Fund Number 167; Cost Center 140301; Object Code 53401, Other Contractual Services.

Lot 3: $300,150
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services.]

BACKGROUND:

The Temporary Labor Services for Escambia County Board of County Commissioners agreement is a means for County departments to obtain temporary staffing when needed for assignments and special projects, as well as provide coverage as-needed during extended absences, unexpected vacancies, and increased workloads following natural disasters.

The Office of Purchasing advertised an Invitation to Bid for a multi-award solicitation on May 21, 2018. A non-mandatory pre-solicitation conference was held on May 31, 2018, and was attended by four firms. A total of seven bids were received on June 12, 2018. One bid was deemed non-responsive as the firm does not maintain an office in either Escambia or Santa Rosa Counties as required in the solicitation.

This multi-award solicitation covers three specific areas for the County:

- Lot 1 - General temporary labor across all County departments.
- Lot 2 - Staffing for the toll collection facility at the Bob Sykes Toll Plaza.
- Lot 3 - Staffing for the Escambia County Youth Employment Program.

The lowest, responsible bidder for Lot 1 is Blue Arbor, Inc., the current provider of staffing services across the County. The bid included a reduction in administrative fees across six of the seven employment categories listed in the solicitation, while the remaining employment category had no change in fees. With departmental budgets across the County targeting a total County budget of approximately $2.3MM, the reduction in fees will provide a significant reduction in costs to the County.

Administrative fees, also known as the "Billable Rate Factor", is the fee charged by the staffing firm to cover their cost of providing staffing services and is a percentage added to the pay rate of the employee. For example, a current temporary Clerical employee being paid $10 per hour would cost the County

$11.90 per hour worked ($10 per hour + 19% = $11.90).

Below are listed the specific reductions:

Workers Comp Code	Description	Estimated # of Staff	Current Admin Fee	New Admin Fee	Change
5509	Street or Road Maintenanace & Drivers	13	29%	27%	2% Reduction
6217	Solid Waste Excavation & Drivers	6	25%	25%	No Change
8810	Clerical, Office	18	19%	16.8%	2.2% Reduction
8810	Clerical, Library	27	19%	16.8%	2.2% Reduction
9015	Custodial	17	26%	23.8%	2.2% Reduction
9102	Park Maintenance	6	26%	23.8%	2.2% Reduction
9410	Engineering	6	24%	22%	2% Reduction

The lowest, responsible bidder for Lot 2 is JJW Services, Inc. D/B/A Accustaff, Inc, the current provider of staffing for the toll collection facility at the Bob Sykes Toll Plaza. The budget for this service is approximately $400,000.00 and the winning bid reduced the administrative fees from 44% to just 25%.

The lowest, responsible bidder for Lot 3 is Blue Arbor, Inc. Blue Arbor will be taking this service over from a previous firm who charged the County an administrative fee of 56.7%, and will do so with an administrative fee of just 28%. This project has a 2018 budget of $300,150.00, and the reduction in fees will be a significant savings to the County.

BUDGETARY IMPACT:

Lot 1:

- Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.00.
- Community Affairs - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs

Administration; Object Code 53401, Other Contractual Services; $65,280.00.

- Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370232, 2018 CDBG Other; Object Code 53401, Other Contractual Services; $10,000.00.
- County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.00.
- Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.00.
- Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.00.
- Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76.
- Public Works Engineering - Fund Code 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 53401, Other Contractual Services; $200,000.00.
- Public Works Engineering - Fund Code 353, LOST IV; Cost Center 210106, ; Object Code 53401, Other Contractual Services; $200,000.00.
- Parks & Recreation - Fund Code 352, LOST III; Cost Center 360229; Object Code 53401, Other Contractual Services; $117,372.17.
- Development Services - Fund Code 116, Development Review Fee; Cost Center 211902, Development Engineering; Object Code 53401, Other Contractual Services; $60,000.00.
- Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $ 5,000.00.
- Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.00.
- Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.00.
- Fund Code 102, Economic Development Fund; Cost Center 360704, Econ Dev Operating; Object Code 53401, Other Contractual Services; $35,000.00.
- Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $5,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; $15,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $39,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $58,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $110,000.00.
- Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.00.
- Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $ 80,000.00.

- County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $8,000.00.

Lot 2: $410,000.00
Fund Number 167; Cost Center 140301; Object Code 53401, Other Contractual Services.

Lot 3: $300,150.00
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, prepared the Agreements.

PERSONNEL:

All work associated with the 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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreements.
The Human Resources Department will be the Contract Administrator for Lot 1.
David Forte will be the Contract Administrator for Lot 2.
Carla Jones will be the Contract Administrator for Lot 3.

Attachments

Recommendation to Award Checklist
Bid Tab Recommendation to Award
Solicitation
Bid - Blue Arbor
Bid - Accustaff
Blue Arbor Agreement
JJW Services, Inc. D/B/A Accustaff Agreement

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: Temporary Labor Services for Escambia County Board of County Commissioners

Bid Number: PD 17-18.055

Opening Date/Time: June 12, 2018

Purchasing Agent: Jeffrey Lovingood

Client Department: HR Dept. Director/Designee: Eric Kleinert (Lots 1 & 3)/ David Forte (Lot 2)

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: _____ 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)

That Lots 1 & 3 be awarded to Blue Arbor, and Lot 2 be awarded to Accustaff.

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 6/26/18

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Departmen[ ] Yes [ ] No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____ 6/26/18
(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

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 17-18.055 **Solicitation Name:** Temporary Labor Services for Escambia County Board of County Commissioners

Bid Opening Time: **Bid Opening Date:** **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	Lot 1
A & Associates	Y		Y	Y	N	Y	Y	$42,492.82
Blue Arbor, Inc.	Y		Y	Y	Y	Y	Y	$1,288.19
Diskriter, Inc.	Y		Y	Y	Y	Y	Y	$1,455.03
JJW Services, Inc. d/b/a Accustaff, Inc.	Y		Y	Y	N	Y	Y	$1,302.75
Landrum Staffing Services, Inc.	Y		Y	Y	Y	Y	Y	No Bid
Spur Employment, Inc.	Y	Y	Y	Y	Y	Y	Y	Nor
Taylor Smith Consulting, LLC	Y		Y	Y	N	N	Y	$1,563.57

Bids Opened By:	Paul Nobles, Purchasing Manager	**Date:**	6/12/2018	**Status:**	
Bids Tabulated By:	Paul Nobles, Purchasing Manager	**Date:**	6/12/2018	**Recommendation to Award**	
Bids Witnessed By:	Ramona Williams, Purchasing Specialist	**Date:**	6/12/2018	**CAR Date:** 7/9/2018	**BOCC Date:** 7/19/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Lot 1 & Lot 3 - Blue Arbor / Lot 2 - JJW Services, Inc. d/b/a Accustaff

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: All totals listed are based on calculations using formulas contained in the solicitation. These are not representative of actual costs.
Spur Employment, Inc. was deemed non-responsive because they do not have an office in either Escambia County or Santa Rose County as required in the solicitation.

Posted: **6/14/18 2:00 PM** **Form Completed By:** **JDL**

Lot 2	Lot 3
$10,438.94	$23,071.13
$334.46	$739.20
$347.53	$987.78
$326.63	$952.88
No Bid	$802.73
n-Responsive	
$384.11	$848.93

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 2018
Office of Purchasing, room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local

business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.
In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. **Misrepresentation:**

   A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract

or upon completion of the contract, whichever is greater.

2. **Failure to Maintain Local Business Preference Qualifications:**

   Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. **Lack of Good Faith:**

   The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

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.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION PD 17-18.055

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PD 17-18.055

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form * (Contained in Excel spreadsheet)	--
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	2
Drug-Free Workplace Form **	4
Information Sheet for Transactions and Conveyances Corporate Identification **	5
List of General Terms and Conditions (Incorporated by Reference)	7
Special Terms and Conditions	9
Exhibits A, B, C, & D	40
Worker's Comp Codes	43

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.055 BID FORM*"

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

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 CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

Cell Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County Board of County Commissioners
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.
Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____
My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:
_____
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

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

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as “County”:

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL**.**
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor’s employees, hereinafter referred to as “Assigned Employees.”

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be

responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

A. The Vendor

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

1. REQUIRED excluding ECYEP – (Cost associated with this section may <u>not</u> be billed to the County and these costs shall be incorporated in the billable rate factor.)

a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)

b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.

c) Minimum of two employment reference checks.

d) Sexual Predator background check.

The Agency may be required to conduct additional tests and background checks based on position requirements.

2. ADDITIONAL - (At County's Request – <u>may be billed back to the County at cost</u>)

a) Education check, as required.

b) Credit Check, if applicable. (For positions that handle money)

c) A Division of Motor Vehicles background check, if applicable.

d) DOT 5-panel drug test, as required.

All costs associated with <u>additional tests</u>, <u>background checks</u> (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.

10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.

11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due it's employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

B. Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

C. Requesting an Assigned Employee

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

D. Bid Form

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

E. Current Agreements

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately $2.9M was paid on this contract from June, 2015 to

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate **x** 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

decreased, at any time, by the County under the following guidelines.

a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.

d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

2. Minimum Qualifications

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

a) One (1) year of cash-handling experience on a computerized cashier system.

b) Possess a high school diploma or equivalent.

c) Demonstrate ability to speak, understand, and writing the English language proficiently.

d) Possess a valid Florida Driver's license and be insurable.

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

6. Orientation and Training

a) Training History and Records

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

b) Training Hours Compensation

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

c) Completion of Training

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

d) Verification of Hours Worked

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

7. <u>COUNTY RESPONSIBILITIES</u>

a) Supervisor of Operations

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. <u>Fidelity Bond</u>

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. 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(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. Procurement Questions

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

5. Bid Form

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and 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.

6. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, 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.

7. Notices

All notices required to made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

General Temporary Labor:
Ms. Janice Floyd
Human Resources
221 Palafox Place
Pensacola, FL 32502

Toll Collection Services:
Mr. David Forte
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

8. 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 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

9. Emergency Services

The Vendor resulting from this solicitation includes 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.

10. Compliance with Governing Laws and Regulations

The Offeror or Vendor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

11. Contract Term/Renewal/Termination

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.

A. 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.

12. Pricing

All services 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.

13. Fair Labor Standards Act Exemption

The 2018 Florida minimum wage is $8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

14. 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 Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

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 Vendor, 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 Vendor 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 Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

the Vendor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor 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 Vendor (excluding monies owed the Vendor for subcontract work.)

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. 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 Vendor 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 Vendor, 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 Vendor 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 Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor’s interests or liabilities, but are merely minimums.

Except for worker’s compensation and professional liability, the Vendor’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 Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor 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. Employment Practices Liability Coverage

Employment Practices liability coverage in the amount of $1,000,000.00, with Escambia County BCC endorsed as an additional insured.

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) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

BCC PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to $8.25 effective January 1, 2018

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exibit "C"

LIBRARY PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	$19,115.00	$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	$20,092.00	$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	$21,091.00	$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	$22,152.00	$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	$23,171.00	$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	$23,878.00	$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	$24,585.00	$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	$25,500.00	$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	$26,270.00	$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	$27,040.00	$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	$27,809.00	$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	$28,537.00	$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	$29,286.00	$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	$30,160.00	$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	$31,678.00	$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	$33,280.00	$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	$34,964.00	$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	$36,712.00	$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	$38,563.00	$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	$40,518.00	$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	$42,556.00	$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	$43,388.00	$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	$46,945.00	$82,547.00

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Accountant	8810
Accounting Assistant	8810
Accounting Manager	8810
Accounting Technician	8810
Administrative Assistant (Jail Medical)	7720
Administrative Assistant (Legal)	8820
Administrative Assistant (All others)	8810
Administrative Officer	8810
Administrative Officer I	8810
Administrative Supervisor (Jail)	7720
Administrative Supervisor (All others)	8810
Animal Control Comm Clerk	8831
Animal Control Officer	8831
Animal Control Supv	8831
Animal Services Manager	8831
ARNP/Clinical Associate	7720
Asst Co Attorney (Cert)	8820
Asst Co Attorney (Non-Cert)	8820
Asst County Administrator	8810
Battalion Chief	7704
BI Chief Construction Supv	9410
BI Combination Inspector	9410
BI Combination Supv	9410
BI Construction Inspector	9410
Billing Manager	8810
Bldg Cd Enforce Officer	9410
Branch Director	8810
Budget Analyst	8810
Budget Manager	8810
Building Code Insp Supervisor	9410
Chief of Water Safety	7520
Clerk I	8810
Clerk II	8810
Clerk III	8810
Clinical Nurse	7720
Clinical Nurse Coord	7720
Comm & Media Relations Mgr	8810
Comm & Media Relations Spec	8810
Comm Center Coordinator	9102
Commissioner	8810
Commissioner's Aide	8810
Compliance Coordinator	9410
Construction Inspector	9410
Construction Mgr	9410
Corrections Captain	7720
Corrections Financial Manager	8810
Corrections Lt	7720
Corrections Officer	7720
Corrections Officer - Work Release	7720
Corrections Sergeant	7720
County Administrator	8810
County Attorney	8820
County Surveyor	8601
Court Liaison	7720
Crim Just Prog Manager	8810
Criminal Justice Spec I (Jail)	7720
Criminal Justice Spec I (All others)	8810
Criminal Justice Spec II	8810
Custodial Mgr	9015
Custodial Supv	9015
Custodial Worker	9015
Customer Service Technici	8810
Customer Svs Associate	8810
Dental Assistant	7720
Dept Director II (Parks)	9102
Dept Director II (All others)	8810
Dept Director III (Public Safety)	7705
Dept Director III (All others)	8810
Deputy County Attorney	8820
Deputy Division Manager	9410
Deputy Fire Chief	7704
Deputy SOE For Admin	8810
Detention Assistant	7720
Detention Assistant	8810
Dev Program Mgr	8810
Development Services Manager	8810
Director Of Mental Health	7720
Director's Aide	8810
Division Manager (DCAT)	8601
Division Manager (EMS)	7705
Division Manager (Marine Resources)	9410
Division Manager (Road Prison)	7720
Division Manager (All others)	8810
Dna Technician - Relief	7720
Ec Mrk & Prom Coordinator	8810
Election Specialist	8810
Elections Coordinator	8810
Emer Comm Disp - Relief	8810
Emer Medical Specialist	7705
Emer Medical Spec-Relief	7705
Emergency Comm Call Taker	8810
Emergency Comm Dispatcher	8810
Emergency Comm Division Mgr	8810
Emergency Comm Supv	8810
Emergency Ops Coordinator	8810
Emergency Planning Coord	8810
EMS Operations Mgr	7705
Ems Quality Specialist	7705
Energy Manager	8810
Engineering & Env Quality Mgr	8810
Eng Program Coordinator (Engineering)	9410
Eng Program Coordinator (Office Staff)	8810
Engineering Project Coord	9410
Engineering Spec - Signal	5509

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Engineering Specialist	5509
Engineering Specialist (Office Staff)	8810
Engineering Tech - Signal	5509
Engineering Tech (Transp & Drainage)	9410
Engineering Tech (All others)	8601
Environ Analyst (Term)	8720
Environ Enforce Ofr	9410
Environ Enforce Supv	9410
Environmental Analyst	8720
Environmental Prog Mgr	8720
Environmental Tech	9015
Environmental Tech (Waste Srvs)	6217
Equip Operator I	5509
Equip Operator II (Waste Ops)	6217
Equip Operator II (All others)	5509
Equip Operator III (Waste Srvs)	6217
Equip Operator III (All others)	5509
Equip Operator IV (Waste Srvs)	6217
Equip Operator IV (All others)	5509
Extension Agent I	8810
Extension Agent II	8810
Extension Agent III	8810
Extension Agent IV	8810
Field Supervisor-Rd	5509
Field Supervisor-Rd (SRI Public Works)	9410
Field Supervisor-SW (Waste Srvs)	9403
Fire Captain	7704
Fire Chief	7704
Fire Inspector	7704
Fire Lieutenant	7704
Fire Marshall	7704
Fire Public Educ Officer - Relief	7704
Firefighter	7704
Firefighter - Relief	7704
Fleet Maint Spec	8380
Fleet Maint Supv (EMS)	8380
Fleet Maint Supv (Mass Transit)	8380
Fleet Maint Supv (SRI Public Works)	8380
Fleet Maint Supv (Waste Srvs)	9403
Fleet Maint Tech (Mosquito Srvs)	9402
Fleet Maint Tech (All Others)	8380
Fleet Maint Worker	8380
Floodplain Program Manager	9410
Food Service Assistant	7720
Food Service Supv	7720
Forensic Jail Case Manager	7720
Frnsc Mntl Hlth Spec-Trm	8810
Fuel Distrib Assistant	8380
Fuel Distribution Supv	8380
GIS Analyst	8810
GIS Technician	8810
Health Services Manager	7720
Housing Rehab Specialist	9410

Job Title	W/C Code
HR Manager	8810
HR Supervisor - Employment	8810
HR Supervisor - HRIS	8810
Human Res Associate I	8810
Human Res Associate II	8810
Human Resources Supv	8810
Info Specialist - SOE	8810
Info Technology Coord	8810
Info Technology Spec	8810
Info Technology Tech	8810
IT Manager	8810
IT Network Analyst	8810
IT Security Officer	8810
IT Spec - Audio & Visual	8810
It Voip Coordinator	8810
It Web Coordinator	8810
Jail - EMT/Paramedic	7720
Jail Admin Assistant	8810
Jail Corr Lieutenant	7720
Jail Corrections Captain	7720
Jail Corrections Officer	7720
Jail Corrections Sergeant	7720
Jail Custodial Worker	7720
Jail Office Support Asst	7720
Jail Program Coordinator	7720
Kennel Supervisor	8831
Kennel Technician	8831
Landfill Ops Supv	9403
Landfill Service Worker	9403
Laundry Specialist	7720
Laundry Worker	7720
Law Librarian (Jail)	7720
Law Librarian (All others)	8810
Lead Animal Control Officer	8831
Lead Drafter/Eng Proj Coord	9410
Lead Env Enforce Officer	9410
Lead Fleet Maint Tech	8380
Lead Maintenance Tech (Parks)	9102
Lead Maintenance Tech (SRI Public Works)	9410
Lead Power Equip Tech	8380
Legal Admin Asst	8820
Legal Office Administrator	8820
Librarian	8810
Librarian - PT	8810
Library Clerical Asst	8810
Library Computer Tech	8810
Library Director	8810
Library Info Specialist	8810
Library Manager	8810
Library Tech Spec - Courier	8810
Library Technician	8810
Licensed Practical Nurse	7720
Lifeguard	7520

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Maintenance Shop Supv	5190
Maintenance Tech (Facilities)	9015
Maintenance Tech (Facilities - Electrical)	5190
Maintenance Tech (Library)	9015
Maintenance Tech (Mass Transit)	8380
Maintenance Tech (Mass Transit/Grounds)	9102
Maintenance Tech (Parks)	9102
Maintenance Worker (Facilities)	9015
Maintenance Worker (Mass Transit/Grounds)	9102
Maintenance Worker (Parks)	9102
Maintenance Worker (SRI Public Works)	5509
Medical Assistant	7720
Medical Director	8832
Medical Records Tech	8810
Medical Support Assistant	7720
Mental Health Counselor	7720
Mosqito Control Manager	8810
Mosquito Control Supv	9402
Mosquito Control Tech	9402
Network System Engineer I	8810
Office Support Assist	8810
Paramedic Supervisor	7705
Pharmacy Tech	7720
Plans Examiner	8810
Power Equipment Tech	8380
Program Assistant	9015
Program Coordinator	8810
Program Mgr Fac Constr Maint	9015
Program Mgr R&B Const Maint	9410
Program Mgr-Parks	5509
Program Manger (SOE)	8810
Program Manager (Traffic)	8601
Program Manager (SRI Public Works)	9410
Program Specialist - SOE	8810
Prop Lien Program Coord	8810
Psychiatric Technician	7720
Purchasing Associate	8810
Purchasing Manager	8810
Purchasing Specialist	8810
Real Estate Aqcuis Manager	9410
Records Clerk	8810
Recration Coordinator	9102
Recreation Manager	9102
Recycling Oper Manager	8810
Redeveloper I	8810
Registered Nurse	7720
RESTORE Program Manager	8810
Risk Analyst	8742
Road Construct Spec	5509
Road Division Manager	5509
Safe Neighborhoods Coordinator	8810
Safety Technician	9403
Senior Admin Officer I	8810
Senior Admin Officer II	8810
Senior Budget Analyst	8810
Senior Kennel Technician	8831
Senior Librarian	8810
Senior Lifeguard	7520
Sr Assistant County Atty	8820
Sr Bldg Code Enf Officer	9410
Sr Comm & Media Rel Spec	8810
Sr Criminal Justice Spec	8810
Sr Election Supp Asst	8810
Sr Eng Proj Coordinator	9410
Sr Natural Resources Mgr	8720
Sr Office Support Assist	8810
Sr Purchasing Coordinator	8810
Sr Urban Planner	8810
Storekeep/Warehouse Supv	8810
Stormwater Manager	9410
Strkpr/Wrhs Tech	8810
Strkpr/Wrhs Tech - Relief	8810
Student Assistant	8810
Supervisor of Elections	8810
Systems Analyst	8810
Train/Outreach Coordinator - SOE	8810
Transit Bus Operator	7382
Transit Cleaner	8380
Transit Cleaner	8380
Transit Customer Serv Rep	8810
Transit Customer Serv Supv	8810
Transit Fleet Maint Mgr	8380
Transit Fleet Maint Tech	8380
Transit Fueler	8380
Transit Fueler	8380
Transit Maint Manager	8380
Transit Manager	8810
Transit Prog Mgr Ops	5509
Transit Prog Mgr Safety	9403
Transit PT Trolley Operator	7382
Transit Supervisor (Mass Transit/Safety)	9403
Transit Supervisor (Mass Transit/Ops)	5509
Transp & Traffic Ops Mgr	9410
Urban Planner I	8810
Urban Planner II	8810
Vet Technician	8831
Veteran Affairs Officer	8810
Veterinarian	8831
Video Production Spec	8810
Warehouse Specialist - SOE	5191
Warehouse Worker	7720
Water Qual Env Tech Grant	9015
Water Quality Manager	8720
Workers Comp Specialist	8810

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

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 May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 2018, 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 within two (2) business days after posting of the soliciation tabulation shall constitute a waiver of any protest relating to this soliciation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number:	56-1308931		**Terms of Payment**
Delivery Date will be	6/12/2018 **days after receipt of Purchase Order**		net 30
Vendor Name:	Blue Arbor, Inc.		
Address:	913 Gulf Breeze Parkway Unit 29		**Bid Bond Attached**
City, State, Zip:	Gulf Breeze, FL 32561		**$**
Phone:	252-514-5380	**Toll Free:**	800-633-9715
Fax:	252-638-5087	**Contact:**	Lucine Moffett

Lucine Moffett, President
Name & Title of Person Authorized to Sign Offer

Lucine Moffett
* 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

Lot 1 – Temporary Employment Services	**$1,288.19**
Lot 2 – Toll Collector Positions	**$334.46**
Lot 3 – Escambia County Youth Employment Program	**$739.20**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.10**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	13	$10.71	$139.23	1.27	$176.82
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	6	$12.83	$76.98	1.25	$96.23
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	18	$10.91	$196.38	1.168	$229.37
8810	Library (Library Clerk, Librarian, and other clerical positions)	27	$9.74	$262.98	1.168	$307.16
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	17	$12.66	$215.22	1.238	$266.44
9102	Park (Maintenance Worker, Technician)	6	$11.81	$70.86	1.238	$87.72
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	6	$17.00	$102.00	1.22	$124.44

Total for Lot 1 – Temporary Employment Services **$1,288.19**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
8810	Toll Collection - Manager	1	$19.05	$19.05	1.28	$24.38
8810	Toll Collection - Supervisor	4	$9.00	$36.00	1.28	$46.08
8810	Toll Collectors	25	$8.25	$206.25	1.28	$264.00

Total for Lot 2 – Toll Collector Positions **$334.46**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
0035	Agriculture (plants/gardens)	1	$8.25	$8.25	1.28	$10.56
8810	Media Relations	1	$8.25	$8.25	1.28	$10.56
8810	Library	14	$8.25	$115.50	1.28	$147.84
8810	Natural Resources/Conservation	2	$8.25	$16.50	1.28	$21.12
8810	Clerical	27	$8.25	$222.75	1.28	$285.12
9102	Sports & Recreations (upkeep & prep)	5	$8.25	$41.25	1.28	$52.80
9102	Park Conservation (assisting staff with general grounds keeping and light repair of playground equipment)	1	$8.25	$8.25	1.28	$10.56
8292	Warehousing	1	$8.25	$8.25	1.28	$10.56
9015	Facilities Maintenance (painting/indoor & outdoor, general building maintenance as a helper)	7	$8.25	$57.75	1.28	$73.92
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1	$8.25	$8.25	1.28	$10.56
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	2	$8.25	$16.50	1.28	$21.12
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation; assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	2	$8.25	$16.50	1.28	$21.12

8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	5	$8.25	$41.25	1.28	$52.80
8810	Engineering Department Assistants (Work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1	$8.25	$8.25	1.28	$10.56
				Total for Lot 3 - ECYEP		**$739.20**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County Board of County Commissioners
(Print Name of Public Entity)

By Lucine Moffett, President
(Print Individual's Name and Title)

For Blue Arbor, Inc.
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:
P.O. Box 12780
New Bern, NC 28561

And (if applicable) its Federal Employer Identification Number (FEIN) is:
56-1308931

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

__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.

Lucina Moffett
Signature

Sworn to and subscribed before me this 7th day of June, 2018.
Personally known _____
OR produced identification ✓m130539566360 Type of Identification: FLORIDA DRIVER LICENSE
Notary Public: State of NORTH CAROLINA
My Commission Expires: 01/28/2023

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

YADDIRA LOPEZ GARCIA NOTARY PUBLIC CRAVEN COUNTY, NC My Commission Expires 1-28-2023

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that Blue Arbor, 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.

Lucia Noffert
Offeror's Signature

6/7/18
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: North Carolina

Name as spelled in that state: Blue Arbor, Inc.

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:
F05000000624

Does it use a registered fictitious name: Yes or (No)

Names of Officers:

President: Lucine Moffett
Vice President: Jaime Gossin
Director:
Other:

Secretary: Michael Moffett
Treasurer: Kelli Henthorn
Director:
Other:

Name of Corporation (As Used in Florida)

Blue Arbor, Inc.
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:

Post Office Box: P.O. Box 12780
City, State, Zip: New Bern, NC 28561

Street Address: 5413 Morton Road
City, State, Zip: New Bern, NC 28562

(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:
56-1308931
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
Jaime Gossin

E-Mail: jgossin@bluearbor.com **Telephone:** 910-297-3930
Facsimile: 252-638-5087

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Lucine Moffett
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: _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 05/30/18 Addendum No._____ Date_____

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
F05000000624

Occupational License # _____

Person to Contact Concerning This Bid:

Name: Lucine Moffett

Phone: 252-514-5380

E-Mail: lmoffett@bluearbor.com

Person to Contact for Emergency Service:

Name: Lucine Moffett

Phone: 252-638-3036

Cell Phone: 252-514-5380

E-Mail: lmoffett@bluearbor.com

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM 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: Blue Arbor, Inc.

JDL

State of Florida

Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Corporation, filed on October 25, 2013, for TEMPORARY EMPLOYEE SERVICES, INC. which changed its name to BLUE ARBOR, INC., a North Carolina corporation authorized to transact business in Florida, as shown by the records of this office.

The document number of this corporation is F05000000624.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of October, 2013

Ken Detzner
Secretary of State

CR2EO22 (1-11)

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to Section 607.1504, F.S.)

SECTION I (1-3) Must be Completed)

Florida document number F05000000624.

1. Name of Corporation as it appears on the records of the Department of State:

   TEMPORARY EMPLOYEE SERVICES, INC.

2. Incorporated under laws of:

   NORTH CAROLINA

3. Date Authorized to do business in Florida:

   JANUARY 27, 2005

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 OCT 25 PM 12:

SECTION II (4-7) Complete Only the Applicable Changes)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of the corporation:

   JULY 8, 2013

5. Name of corporation after the amendment, adding suffix "corporation," company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation:

   BLUE ARBOR, INC.

   If the new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida:

01519-105751 #81

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

BLUE ARBOR, INC.

the original of which was filed in this office on the 8th day of July, 2013.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 25th day of September, 2013.

Elaine F. Marshall

Secretary of State

SOSID: 0145983
Date Filed: 7/8/2013 1:48:00 PM
Elaine F. Marshall
North Carolina Secretary of State

C201318900428

ARTICLES OF AMENDMENT
OF
TEMPORARY EMPLOYEE SERVICES, INC.

The undersigned corporation, pursuant to N.C.G.S. Chapter 55, hereby submits these Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the corporation is **Temporary Employee Services, Inc.**

2. The following amendment to the Articles of Incorporation was duly adopted on the 11th day of June, 2013, in the manner prescribed by law:

   A. The name of the corporation is hereby amended to be **Blue Arbor, Inc.**

3. The Board of Directors unanimously recommended the amendment to the Shareholders

4. The Shareholders, after due and proper notice of special notice approved the amendment unanimously.

5. The amendment contained herein was adopted on the 11th day of June, 2013.

6. The corporation has only one class of stock and no voting groups.

7. The amendment contained herein is effective upon filing.

This the 11th day of June, 2013.

Blue Arbor, Inc.,
formerly known as Temporary Employee Services, Inc.

By: Lucine Moffett
Lucine Moffett, President

ATTEST:

Jaime L. Moffett
Jaime L. Moffett, Secretary

9\\SERVER02\LSS\LSSDOCS\00031241.000.DOC

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

SCOTT LUNSFORD
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
SEPTEMBER 30, 2018

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

2017 / 2018

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS, PROFESSION, OR OCCUPATION OF

EMPLOYMENT AGENCY
913 GULF BREEZE PKWY SUITE 29

Paid 09/21/2017 Receipt #109-17-00246341 3.00

ACCT. NO. 608906 GROUP TYPE 47146 TOTAL 29.25

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

BLUE ARBOR INC
P O BOX 12780
NEW BERN, NC 28561

OWNER: MOFFETT LUCINE W

City of Gulf Breeze

2017
2018

BLUE ARBOR, INC.
#29 913 GULF BREEZE PKWY
GULF BREEZE, FL 32561

License No.	18-00003379
Issue Date	08/01/2017
Expiration	09/30/2018
Business ID	000002441

THIS CERTIFIES THAT **BLUE ARBOR, INC.**

has duly paid the Business Tax Receipt for the City of Gulf Breeze and is hereby entitled to carry on the following trade, pursuit, or occupation:

Description	Business Address	Fee
BUSINESS SERVICES	#29 913 GULF BREEZE PKWY	$50.00

THIS PERMIT MUST BE DISPLAYED IN A CONSPICUOUS PLACE

FLORIDA
BUSINESS TAX
RECEIPT

State of Florida

Woman Business Certification

Blue Arbor, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

07/28/2016 to 07/28/2018

Chad Poppell, Secretary
Florida Department of Management Services

office of supplier DIVERSITY

STAFFING • SCREENING • CONTRACTING

Blue Arbor, Inc.
5413 Morton Road P.O. Box 12780 New Bern, NC 28561
Toll Free: 800-633-9715
Phone: 252-638-3036 Fax 252-638-5087
E-mail: lmoffett@bluearbor.com

Proposal in Response to:

Specification Number PD 17-18.055
Temporary Labor Services for the Escambia County Board of County Commissioners

Due: June 12, 2018 - 2:00 pm CDT

Presented to:

Escambia County
Office of Purchasing, 2nd Floor, Room 11.101
Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

June 8, 2018

Mr. Jeff Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place
Pensacola, FL 32502

Dear Mr. Lovingood;

RE: Escambia County Specification Number **PD 17-18.055**
Temporary Labor Services for Escambia County BCC

Blue Arbor, Inc. is pleased to have the opportunity to submit a proposal to the Escambia County Board of County Commissioners for temporary staffing services throughout Escambia County along with toll collector positions and Escambia County Youth Employment Program. Not only do we have the qualifications, the experience and the strength of the Blue Arbor team to fulfill your employment needs, but we have the desire to exceed Escambia County's expectations.

Blue Arbor has offices in multiple states across the southeast, including three offices in North Carolina, and gulf coast offices in Gulf Breeze, Florida and Gulfport, Mississippi. In addition, we are set up on several military bases throughout the region.

Founded in 1981, Blue Arbor, Inc.:

- Is a women owned business
- Is a small business
- Has more than 37 years of experience
- Has an established office located in Gulf Breeze, Florida
- Is currently providing similar contract support services
- Has uniquely qualified employees to perform the required services

Blue Arbor has successfully provided staffing services to Escambia County for nine years, along with more than 2950 other clients including local businesses, national companies, government agencies and municipalities. Blue Arbor staffing services include: temporary staffing, temp-to-hire staffing, facility staffing and direct hire staffing. Placements consist of administrative, clerical, industrial, logistical and technical personnel, as well as general labor. Blue Arbor handles all aspects of placement including recruiting, interviewing, skills testing, background checks, work references, safety training, drug screening and orientation.

Blue Arbor is fully capable of providing the services requested and fulfilling all requirements of this contract. Jaime Gossin, Vice President of Blue Arbor, is actively involved in all aspects of Blue Arbor's business operations and sets high standards of performance for all staff members. Jaime oversees the implementation of contracts, ensures adequate staffing to meet the demands of the contract and assumes ultimate responsibility for the timely and accurate execution of all projects. Jaime's goal is to seamlessly fold in the additional toll collection and youth program staffing services required under this contract.

Upon notification of the re-bid contract award, Blue Arbor's designated Site Supervisor for Escambia County, Tracy Beach, will continue to service the temporary staffing for Escambia County and implement a customized staffing plan to accommodate the additional toll collection staffing and the youth program. Tracy will arrange to meet the appropriate staff members of the Human Resources Department of Escambia County to confirm the requirements of the re-bid contract and discuss any additional policies or procedures to ensure that Blue Arbor meets every need and request of the County.

The Site Supervisor will oversee all aspects of the day-to-day management of this contract and consult with the appointed Escambia County representatives regarding job descriptions and any new requirements and duties, according to the contract. The Site Supervisor will review and revise processes to ensure that the most effective and efficient results are obtained and will establish and maintain proper records of all directives, furnish usage reports as required and handle all personnel matters.

The Site Supervisor will personally provide proper orientation for each employee regarding job responsibilities and safety requirements. The Site Supervisor will also ensure the employee's full understanding of required adherence to all policies stipulated by the County. The Site Supervisor will oversee all of the day-to-day requirements of this contract including;

- Advertise and recruit candidates for vacant positions
- Assess skills and qualifications of all candidates for vacant positions
- Supervise completion of all new hire paperwork and tax forms for temporary employees
- Conduct background screening on all applicants
- Perform pre-employment drug testing on applicants, and random drug testing on assigned employees
- Provide appropriate orientation information and Blue Arbor safety training for temporary employees
- Ensure that ACA compliant health benefits are offered to all employees
- Discipline, council and evaluate assigned employees as needed
- Terminate, if necessary, assigned employees
- Collect temporary employees' time cards and submit to the corporate office for direct deposit payment
- Handle all paperwork/reporting and medical referrals as needed for any on-site work related accidents or injuries

- Maintain on-going communication and contact as required and necessary with the Escambia County Human Resources Department to ensure all temporary employment needs are met and all assigned employees are satisfactorily performing their designated duties
- Prepare and present regular and thorough reports as required by the contract
- Distribute badges and uniforms for toll collector positions

Each employee will be provided with a handbook that explains in detail all requirements and expectations and related job performance including:

- Expectations of work performance
- Health and Safety Issues
- Absenteeism and Tardiness
- Consequences of Misconduct
- Sexual Harassment Policies
- Drug and Alcohol Policies
- Worker's Compensation/work-related injuries
- Time reporting/compensation/direct deposit of paychecks
- Health Insurance Options, including an ACA compliant option
- Escambia County Temporary Employee Disclaimer

Both Jaime Gossin and Tracy Beach report directly to me, the President of Blue Arbor, and will receive the full support and cooperation of the entire Blue Arbor management team.

Blue Arbor will provide Escambia County with the same prompt, professional and superior service that has defined our company and drives our continued growth. Please do not hesitate to contact me should you have any questions regarding Blue Arbor's capabilities.

Sincerely,

Lucine Moffett
President
Cell 252-514-5380
lmoffett@bluearbor.com

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

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 May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 2018, 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 within two (2) business days after posting of the soliciation tabulation shall constitute a waiver of any protest relating to this soliciation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 52-2107466

Terms of Payment: 30 days

Delivery Date will be 6/12/2018 **days after receipt of Purchase Order**

Vendor Name: JJW Services DBA Accustaff, Inc.

Address: 220 W Garden St, Suite 805

Bid Bond Attached

City, State, Zip: Pensacola, FL 32502 **$** 1000

Phone: 850-477-9915 **Toll Free:**

Fax: 850-477-9781 **Contact:** Julie Wells

Julie Wells, President
Name & Title of Person Authorized to Sign Offer

Julie J. Wells
*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

Lot 1 – Temporary Employment Services	**$1,302.75**
Lot 2 – Toll Collector Positions	**$326.63**
Lot 3 – Escambia County Youth Employment Program	**$952.88**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.29**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	13	$10.71	$139.23	1.27	$176.82
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	6	$12.83	$76.98	1.25	$96.23
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	18	$10.91	$196.38	1.19	$233.69
8810	Library (Library Clerk, Librarian, and other clerical positions)	27	$9.74	$262.98	1.19	$312.95
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	17	$12.66	$215.22	1.25	$269.03
9102	Park (Maintenance Worker, Technician)	6	$11.81	$70.86	1.25	$88.58
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	6	$17.00	$102.00	1.23	$125.46

Total for Lot 1 – Temporary Employment Services **$1,302.75**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
8810	Toll Collection - Manager	1	$19.05	$19.05	1.25	$23.81
8810	Toll Collection - Supervisor	4	$9.00	$36.00	1.25	$45.00
8810	Toll Collectors	25	$8.25	$206.25	1.25	$257.81

Total for Lot 2 – Toll Collector Positions **$326.63**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $		
0035	Agriculture (plants/gardens)	1	$8.25	$8.25	1.65	$13.61		
8810	Media Relations	1	$8.25	$8.25	1.65	$13.61		
8810	Library	14	$8.25	$115.50	1.65	$190.58		
8810	Natural Resources/Conservation	2	$8.25	$16.50	1.65	$27.23		
8810	Clerical	27	$8.25	$222.75	1.65	$367.54		
9102	Sports & Recreations (upkeep & prep)	5	$8.25	$41.25	1.65	$68.06		
9102	Park Conservation (assisting staff with general grounds keeping and light repair of playground equipment)	1	$8.25	$8.25	1.65	$13.61		
8292	Warehousing	1	$8.25	$8.25	1.65	$13.61		
9015	Facilities Maintenance (painting/indoor & outdoor, general building maintenance as a helper)	7	$8.25	$57.75	1.65	$95.29		
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1	$8.25	$8.25	1.65	$13.61		
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	2	$8.25	$16.50	1.65	$27.23		
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation; assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	2	$8.25	$16.50	1.65	$27.23		
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	5	$8.25	$41.25	1.65	$68.06		

8810	Engineering Department Assistants (Work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1	$8.25	$8.25	1.65	$13.61		
					Total for Lot 3 - ECYEP	**$952.88**		

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date _____ Addendum No._____ Date_____

Addendum No. 2 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 P98000033317

Occupational License # _____

Person to Contact Concerning This Bid:

Name: Tiffany Robinson

Phone: 850-477-9915

E-Mail: trobinson@accustaff.com

Person to Contact for Emergency Service:

Name: Tiffany Robinson

Phone: 850-477-9915

Cell Phone: 407-221-2708

E-Mail: trobinson@accustaff.com

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County Board of County Commissioners
(Print Name of Public Entity)

By Julie J. Wells, Owner
(Print Individual's Name and Title)

For JJW Services, Inc. DBA Accustaff
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:
220 W Garden St. Suite 805
Pensacola FL. 32502

And (if applicable) its Federal Employer Identification Number (FEIN) is:
59-2107466

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Julie J. Wells
Signature

Sworn to and subscribed before me this 12th day of June, 2018.
Personally known _____
OR produced identification ✓ Type of Identification: FL DL
Notary Public: State of Florida
My Commission Expires: Mar 10, 2020

Melinda McGehee
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

MELINDA MCGEHEE
Notary Public - State of Florida
Commission # FF 970101
My Comm. Expires Mar 10, 2020

MELINDA MCGEHEE
Notary Public - State of Florida
Commission # FF 970101
My Comm. Expires Mar 10, 2020

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that JJW Services Inc. DBA Accustaff does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

✓ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

[signature]
Offeror's Signature

6-12-18
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: (Yes) or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document Number:
P98000033317

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Julie J. Wells
Vice President: _____
Director: _____
Other: _____
Secretary: _____
Treasurer: _____
Director: _____
Other: _____

Name of Corporation (As Used in Florida)

JJW Services, Inc.
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: 220 W Garden St suite 805
City, State, Zip: Pensacola, FL 32502

(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:
52-2107466
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
Tiffany Robinson

E-Mail: trobinson@accustaff.com **Telephone:** 850-477-9915
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:
Julie J. Wells
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:
Owner / President

END

Verified by: _____ Date: _____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM 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: Julie J. Miller

COMPANY: AccuStaff, Inc.

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

Question 1: Is a Bid Bond Required.
Answer 1: A Bid Bond **IS** required in the amount of $1,000.00. This ensures that the awarded firm will honor their bid.

Question 2: In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?
Answer 2: This would require Board action and can only take place at the time of the event.

(Continued on the following page)

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: AccuStaff, Inc.

JDL

Question 3: Should one of the lots be awarded to a firm other than the current provider, will new background checks need to be performed?
Answer 3: Yes.

Question 4: We have been asked to clarify the "Control of Employees."
Answer 4: All "Assigned Employees" working for the County are considered to be under the control of the staffing firm. "Assigned Employees" are defined on page 10 of 35 of the solicitation. Additionally, the ACA fee is to be incorporated into the invoice to be paid by Escambia County, but it is up to the staffing firm as the employer to pay the fee as the government requires.

Question 5: We have been asked to clarify the PPE required for different roles:
Answer 5: The typical personal protective equipment (PPE) used by the County is as follows:

Reflective Safety Vest
Hard Hat
Safety Glasses
Leather gloves or Rubber gloves (depends on position)
Raincoats (reflective)
Steel-toed work boots or Safety Shoes (depends on position)
Steel-toed work boots w/steel shank (puncture resistant) for Solid Waste

Facilities, Natural Resources Management, Parks & Public Works (Beach) provides everything but the steel-toed work boots or safety shoes.

Public Works (Engineering) provides everything including the steel-toed boots.

Solid Waste currently provides no PPE, however, with the new contract they will be providing everything but the boots.

Question 6: Is timekeeping centralized?
Answer 6: Timekeeping is managed by each department within the County. The awarded firm(s) is responsible for coordinating with each department to understand what the department offers and coordinate getting that information into the staffing firm's information base in a timely manner.

Question 7: Will the County accept electronic payroll distribution for Assigned employees?
Answer 7: Yes.

Question 8: Information was requested regarding OSHA certification for certain Assisgned Employees, as well as the safety record.
Answer 8: At this time, this information is not yet available. The County does not believe that these issues will impact the prices contained in the bids and can be answered with the awarded firm(s) as that becomes necessary to finalize any agreement.

Question 9: The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

Answer 9: At this time, the County will **not** be changing this requirement.

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.

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Blue Arbor, Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 56-1308931, whose principal address is 5413 Morton Road, New Bern, NC 28562.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 1 and Lot 3; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. 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 one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055*, attached hereto as **Exhibit A.** In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B.**

5. Purchase Orders. The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work order will be compensated.

6. Method of Payment/Billing. Contractor will 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 services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
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 (the "Act").

7. Termination. The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing thirty (30) days written notice to the County. In the event of termination by either party, the Contractor shall be paid for amounts due and owing for services rendered through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. 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 Escambia County's indemnification right under 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. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, 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) Employment Practices Liability with $1,000,000 per occurrence minimum limit.
(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.
(e) Fidelity Bond with $1,000,000 per occurrence coverage limit.

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 32591.

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 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. Escambia County shall also be the certificate holders.

10. 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: Blue Arbor, Inc.
Attention: Lucine Moffett
5413 Morton Road
New Bern, NC 28562

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

With copy to:
PO Box 12780
New Bern, NC 28561

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.

11. 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.

12. 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 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

13. 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.

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, rules, policies, or guidelines related to the performance of this Agreement.

16. 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.

17. 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.

18. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONTRACTOR: BLUE ARBOR, INC.

_____
Corporate Secretary

[SEAL]

By: _____
Lucine Moffett, President

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/25/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 2018
Office of Purchasing, room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

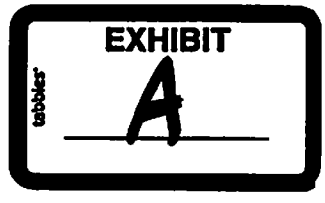
From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.055 BID FORM*"

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

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

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work**

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be

responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

A. The Vendor

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

1. **REQUIRED excluding ECYEP – (Cost associated with this section may <u>not</u> be billed to the County and these costs shall be incorporated in the billable rate factor.)**

   a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)

   b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.

   c) Minimum of two employment reference checks.

   d) Sexual Predator background check.

   The Agency may be required to conduct additional tests and background checks based on position requirements.

2. **ADDITIONAL - (At County's Request – <u>may be billed back to the County at cost</u>)**

   a) Education check, as required.

   b) Credit Check, if applicable. (For positions that handle money)

   c) A Division of Motor Vehicles background check, if applicable.

   d) DOT 5-panel drug test, as required.

All costs associated with additional tests, background checks (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

   For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.

10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.

11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due it's employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

    The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

B. Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

C. Requesting an Assigned Employee

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

D. Bid Form

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

E. Current Agreements

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately $2.9M was paid on this contract from June, 2015 to

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate **x** 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

decreased, at any time, by the County under the following guidelines.

a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.

d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

2. Minimum Qualifications

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

a) One (1) year of cash-handling experience on a computerized cashier system.

b) Possess a high school diploma or equivalent.

c) Demonstrate ability to speak, understand, and writing the English language proficiently.

d) Possess a valid Florida Driver's license and be insurable.

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

6. Orientation and Training

a) Training History and Records

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

b) Training Hours Compensation

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

c) Completion of Training

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

d) Verification of Hours Worked

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

7. <u>COUNTY RESPONSIBILITIES</u>

a) Supervisor of Operations

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. <u>Fidelity Bond</u>

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. 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(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and 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.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, 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.

7. **Notices**

All notices required to made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

General Temporary Labor:
Ms. Janice Floyd
Human Resources
221 Palafox Place
Pensacola, FL 32502

Toll Collection Services:
Mr. David Forte
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

8. 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 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

9. Emergency Services

The Vendor resulting from this solicitation includes 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.

10. Compliance with Governing Laws and Regulations

The Offeror or Vendor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

11. Contract Term/Renewal/Termination

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.

A. 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.

12. Pricing

All services 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.

13. Fair Labor Standards Act Exemption

The 2018 Florida minimum wage is $8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

14. 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 Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

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 Vendor, 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 Vendor 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 Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

the Vendor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor 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 Vendor (excluding monies owed the Vendor for subcontract work.)

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. 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 Vendor 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 Vendor, 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 Vendor 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 Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Vendor'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 Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor 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. **Employment Practices Liability Coverage**

Employment Practices liability coverage in the amount of $1,000,000.00, with Escambia County BCC endorsed as an additional insured.

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) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

BCC PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to $8.25 effective January 1, 2018

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exibit "C"

LIBRARY PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	$19,115.00	$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	$20,092.00	$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	$21,091.00	$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	$22,152.00	$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	$23,171.00	$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	$23,878.00	$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	$24,585.00	$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	$25,500.00	$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	$26,270.00	$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	$27,040.00	$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	$27,809.00	$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	$28,537.00	$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	$29,286.00	$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	$30,160.00	$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	$31,678.00	$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	$33,280.00	$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	$34,964.00	$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	$36,712.00	$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	$38,563.00	$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	$40,518.00	$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	$42,556.00	$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	$43,388.00	$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	$46,945.00	$82,547.00

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Accountant	8810
Accounting Assistant	8810
Accounting Manager	8810
Accounting Technician	8810
Administrative Assistant (Jail Medical)	7720
Administrative Assistant (Legal)	8820
Administrative Assistant (All others)	8810
Administrative Officer	8810
Administrative Officer I	8810
Administrative Supervisor (Jail)	7720
Administrative Supervisor (All others)	8810
Animal Control Comm Clerk	8831
Animal Control Officer	8831
Animal Control Supv	8831
Animal Services Manager	8831
ARNP/Clinical Associate	7720
Asst Co Attorney (Cert)	8820
Asst Co Attorney (Non-Cert)	8820
Asst County Administrator	8810
Battalion Chief	7704
BI Chief Construction Supv	9410
BI Combination Inspector	9410
BI Combination Supv	9410
BI Construction Inspector	9410
Billing Manager	8810
Bldg Cd Enforce Officer	9410
Branch Director	8810
Budget Analyst	8810
Budget Manager	8810
Building Code Insp Supervisor	9410
Chief of Water Safety	7520
Clerk I	8810
Clerk II	8810
Clerk III	8810
Clinical Nurse	7720
Clinical Nurse Coord	7720
Comm & Media Relations Mgr	8810
Comm & Media Relations Spec	8810
Comm Center Coordinator	9102
Commissioner	8810
Commissioner's Aide	8810
Compliance Coordinator	9410
Construction Inspector	9410
Construction Mgr	9410
Corrections Captain	7720
Corrections Financial Manager	8810
Corrections Lt	7720
Corrections Officer	7720
Corrections Officer - Work Release	7720
Corrections Sergeant	7720
County Administrator	8810
County Attorney	8820
County Surveyor	8601
Court Liaison	7720
Crim Just Prog Manager	8810
Criminal Justice Spec I (Jail)	7720
Criminal Justice Spec I (All others)	8810
Criminal Justice Spec II	8810
Custodial Mgr	9015
Custodial Supv	9015
Custodial Worker	9015
Customer Service Technici	8810
Customer Svs Associate	8810
Dental Assistant	7720
Dept Director II (Parks)	9102
Dept Director II (All others)	8810
Dept Director III (Public Safety)	7705
Dept Director III (All others)	8810
Deputy County Attorney	8820
Deputy Division Manager	9410
Deputy Fire Chief	7704
Deputy SOE For Admin	8810
Detention Assistant	7720
Detention Assistant	8810
Dev Program Mgr	8810
Development Services Manager	8810
Director Of Mental Health	7720
Director's Aide	8810
Division Manager (DCAT)	8601
Division Manager (EMS)	7705
Division Manager (Marine Resources)	9410
Division Manager (Road Prison)	7720
Division Manager (All others)	8810
Dna Technician - Relief	7720
Ec Mrk & Prom Coordinator	8810
Election Specialist	8810
Elections Coordinator	8810
Emer Comm Disp - Relief	8810
Emer Medical Specialist	7705
Emer Medical Spec-Relief	7705
Emergency Comm Call Taker	8810
Emergency Comm Dispatcher	8810
Emergency Comm Division Mgr	8810
Emergency Comm Supv	8810
Emergency Ops Coordinator	8810
Emergency Planning Coord	8810
EMS Operations Mgr	7705
Ems Quality Specialist	7705
Energy Manager	8810
Engineering & Env Quality Mgr	8810
Eng Program Coordinator (Engineering)	9410
Eng Program Coordinator (Office Staff)	8810
Engineering Project Coord	9410
Engineering Spec - Signal	5509

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Engineering Specialist	5509	HR Manager	8810
Engineering Specialist (Office Staff)	8810	HR Supervisor - Employment	8810
Engineering Tech - Signal	5509	HR Supervisor - HRIS	8810
Engineering Tech (Transp & Drainage)	9410	Human Res Associate I	8810
Engineering Tech (All others)	8601	Human Res Associate II	8810
Environ Analyst (Term)	8720	Human Resources Supv	8810
Environ Enforce Ofr	9410	Info Specialist - SOE	8810
Environ Enforce Supv	9410	Info Technology Coord	8810
Environmental Analyst	8720	Info Technology Spec	8810
Environmental Prog Mgr	8720	Info Technology Tech	8810
Environmental Tech	9015	IT Manager	8810
Environmental Tech (Waste Srvs)	6217	IT Network Analyst	8810
Equip Operator I	5509	IT Security Officer	8810
Equip Operator II (Waste Ops)	6217	IT Spec - Audio & Visual	8810
Equip Operator II (All others)	5509	It Voip Coordinator	8810
Equip Operator III (Waste Srvs)	6217	It Web Coordinator	8810
Equip Operator III (All others)	5509	Jail - EMT/Paramedic	7720
Equip Operator IV (Waste Srvs)	6217	Jail Admin Assistant	8810
Equip Operator IV (All others)	5509	Jail Corr Lieutenant	7720
Extension Agent I	8810	Jail Corrections Captain	7720
Extension Agent II	8810	Jail Corrections Officer	7720
Extension Agent III	8810	Jail Corrections Sergeant	7720
Extension Agent IV	8810	Jail Custodial Worker	7720
Field Supervisor-Rd	5509	Jail Office Support Asst	7720
Field Supervisor-Rd (SRI Public Works)	9410	Jail Program Coordinator	7720
Field Supervisor-SW (Waste Srvs)	9403	Kennel Supervisor	8831
Fire Captain	7704	Kennel Technician	8831
Fire Chief	7704	Landfill Ops Supv	9403
Fire Inspector	7704	Landfill Service Worker	9403
Fire Lieutenant	7704	Laundry Specialist	7720
Fire Marshall	7704	Laundry Worker	7720
Fire Public Educ Officer - Relief	7704	Law Librarian (Jail)	7720
Firefighter	7704	Law Librarian (All others)	8810
Firefighter - Relief	7704	Lead Animal Control Officer	8831
Fleet Maint Spec	8380	Lead Drafter/Eng Proj Coord	9410
Fleet Maint Supv (EMS)	8380	Lead Env Enforce Officer	9410
Fleet Maint Supv (Mass Transit)	8380	Lead Fleet Maint Tech	8380
Fleet Maint Supv (SRI Public Works)	8380	Lead Maintenance Tech (Parks)	9102
Fleet Maint Supv (Waste Srvs)	9403	Lead Maintenance Tech (SRI Public Works)	9410
Fleet Maint Tech (Mosquito Srvs)	9402	Lead Power Equip Tech	8380
Fleet Maint Tech (All Others)	8380	Legal Admin Asst	8820
Fleet Maint Worker	8380	Legal Office Administrator	8820
Floodplain Program Manager	9410	Librarian	8810
Food Service Assistant	7720	Librarian - PT	8810
Food Service Supv	7720	Library Clerical Asst	8810
Forensic Jail Case Manager	7720	Library Computer Tech	8810
Frnsc Mntl Hlth Spec-Trm	8810	Library Director	8810
Fuel Distrib Assistant	8380	Library Info Specialist	8810
Fuel Distribution Supv	8380	Library Manager	8810
GIS Analyst	8810	Library Tech Spec - Courier	8810
GIS Technician	8810	Library Technician	8810
Health Services Manager	7720	Licensed Practical Nurse	7720
Housing Rehab Specialist	9410	Lifeguard	7520

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Maintenance Shop Supv	5190
Maintenance Tech (Facilities)	9015
Maintenance Tech (Facilities - Electrical)	5190
Maintenance Tech (Library)	9015
Maintenance Tech (Mass Transit)	8380
Maintenance Tech (Mass Transit/Grounds)	9102
Maintenance Tech (Parks)	9102
Maintenance Worker (Facilities)	9015
Maintenance Worker (Mass Transit/Grounds)	9102
Maintenance Worker (Parks)	9102
Maintenance Worker (SRI Public Works)	5509
Medical Assistant	7720
Medical Director	8832
Medical Records Tech	8810
Medical Support Assistant	7720
Mental Health Counselor	7720
Mosqito Control Manager	8810
Mosquito Control Supv	9402
Mosquito Control Tech	9402
Network System Engineer I	8810
Office Support Assist	8810
Paramedic Supervisor	7705
Pharmacy Tech	7720
Plans Examiner	8810
Power Equipment Tech	8380
Program Assistant	9015
Program Coordinator	8810
Program Mgr Fac Constr Maint	9015
Program Mgr R&B Const Maint	9410
Program Mgr-Parks	5509
Program Manger (SOE)	8810
Program Manager (Traffic)	8601
Program Manager (SRI Public Works)	9410
Program Specialist - SOE	8810
Prop Lien Program Coord	8810
Psychiatric Technician	7720
Purchasing Associate	8810
Purchasing Manager	8810
Purchasing Specialist	8810
Real Estate Aqcuis Manager	9410
Records Clerk	8810
Recration Coordinator	9102
Recreation Manager	9102
Recycling Oper Manager	8810
Redeveloper I	8810
Registered Nurse	7720
RESTORE Program Manager	8810
Risk Analyst	8742
Road Construct Spec	5509
Road Division Manager	5509
Safe Neighborhoods Coordinator	8810
Safety Technician	9403

Job Title	W/C Code
Senior Admin Officer I	8810
Senior Admin Officer II	8810
Senior Budget Analyst	8810
Senior Kennel Technician	8831
Senior Librarian	8810
Senior Lifeguard	7520
Sr Assistant County Atty	8820
Sr Bldg Code Enf Officer	9410
Sr Comm & Media Rel Spec	8810
Sr Criminal Justice Spec	8810
Sr Election Supp Asst	8810
Sr Eng Proj Coordinator	9410
Sr Natural Resources Mgr	8720
Sr Office Support Assist	8810
Sr Purchasing Coordinator	8810
Sr Urban Planner	8810
Storekeep/Warehouse Supv	8810
Stormwater Manager	9410
Strkpr/Wrhs Tech	8810
Strkpr/Wrhs Tech - Relief	8810
Student Assistant	8810
Supervisor of Elections	8810
Systems Analyst	8810
Train/Outreach Coordinator - SOE	8810
Transit Bus Operator	7382
Transit Cleaner	8380
Transit Cleaner	8380
Transit Customer Serv Rep	8810
Transit Customer Serv Supv	8810
Transit Fleet Maint Mgr	8380
Transit Fleet Maint Tech	8380
Transit Fueler	8380
Transit Fueler	8380
Transit Maint Manager	8380
Transit Manager	8810
Transit Prog Mgr Ops	5509
Transit Prog Mgr Safety	9403
Transit PT Trolley Operator	7382
Transit Supervisor (Mass Transit/Safety)	9403
Transit Supervisor (Mass Transit/Ops)	5509
Transp & Traffic Ops Mgr	9410
Urban Planner I	8810
Urban Planner II	8810
Vet Technician	8831
Veteran Affairs Officer	8810
Veterinarian	8831
Video Production Spec	8810
Warehouse Specialist - SOE	5191
Warehouse Worker	7720
Water Qual Env Tech Grant	9015
Water Quality Manager	8720
Workers Comp Specialist	8810

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM 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

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

Question 1: Is a Bid Bond Required.
Answer 1: A Bid Bond **IS** required in the amount of $1,000.00. This ensures that the awarded firm will honor their bid.

Question 2: In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?
Answer 2: This would require Board action and can only take place at the time of the event.

(Continued on the following page)

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 9: The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

Answer 9: At this time, the County will **not** be changing this requirement.

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.

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

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 May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 2018, 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 within two (2) business days after posting of the soliciation tabulation shall constitute a waiver of any protest relating to this soliciation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 56-1308931 **Terms of Payment** net 30

Delivery Date will be 6/12/2018 **days after receipt of Purchase Order**

Vendor Name: Blue Arbor, Inc.

Address: 913 Gulf Breeze Parkway Unit 29 **Bid Bond Attached** $

City, State, Zip: Gulf Breeze, FL 32561

Phone: 252-514-5380 **Toll Free:** 800-633-9715

Fax: 252-638-5087 **Contact:** Lucine Moffett

Lucine Moffett, President
Name & Title of Person Authorized to Sign Offer

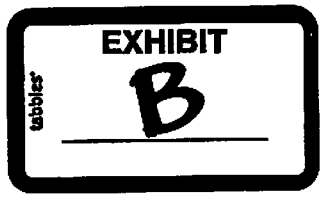
Lucine Moffett
* Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** 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

Lot 1 – Temporary Employment Services	**$1,288.19**
Lot 3 – Escambia County Youth Employment Program	**$739.20**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.10**



Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	13	$10.71	$139.23	1.27	$176.82
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	6	$12.83	$76.98	1.25	$96.23
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	18	$10.91	$196.38	1.168	$229.37
8810	Library (Library Clerk, Librarian, and other clerical positions)	27	$9.74	$262.98	1.168	$307.16
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	17	$12.66	$215.22	1.238	$266.44
9102	Park (Maintenance Worker, Technician)	6	$11.81	$70.86	1.238	$87.72
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	6	$17.00	$102.00	1.22	$124.44

Total for Lot 1 – Temporary Employment Services **$1,288.19**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
0035	Agriculture (plants/gardens)	1	$8.25	$8.25	1.28	$10.56
8810	Media Relations	1	$8.25	$8.25	1.28	$10.56
8810	Library	14	$8.25	$115.50	1.28	$147.84
8810	Natural Resources/Conservation	2	$8.25	$16.50	1.28	$21.12
8810	Clerical	27	$8.25	$222.75	1.28	$285.12
9102	Sports & Recreations (upkeep & prep)	5	$8.25	$41.25	1.28	$52.80
9102	Park Conservation (assisting staff with general grounds keeping and light repair of playground equipment)	1	$8.25	$8.25	1.28	$10.56
8292	Warehousing	1	$8.25	$8.25	1.28	$10.56
9015	Facilities Maintenance (painting/indoor & outdoor, general building maintenance as a helper)	7	$8.25	$57.75	1.28	$73.92
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1	$8.25	$8.25	1.28	$10.56
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	2	$8.25	$16.50	1.28	$21.12
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation; assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	2	$8.25	$16.50	1.28	$21.12

8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	5	$8.25	$41.25	1.28	$52.80
8810	Engineering Department Assistants (Work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1	$8.25	$8.25	1.28	$10.56
					Total for Lot 3 - ECYEP	**$739.20**

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and JJW Services, Inc. D/B/A Accustaff, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 52-2107466, whose principal address is 220 West Garden Street, Suite 805, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 2; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. 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 one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work order may be compensated.

6. 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 services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
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 (the "Act").

7. Termination. The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing ninety (90) days written notice to the County.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. 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 Escambia County's indemnification right under 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. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, 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) Employment Practices Liability with $1,000,000 per occurrence minimum limit.
(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.
(e) Fidelity Bond with $1,000,000 per occurrence coverage limit.

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 32591.

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 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. 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: JJW Services, Inc. D/B/A Accustaff, Inc.	To: Escambia County
Attention: Julie Wells	Attention: County Administrator
220 West Garden Street, Suite 805	221 Palafox Place
Pensacola, FL 32502	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.

11. 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.

12. 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

13. 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.

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, rules, policies, or guidelines related to the performance of this Agreement.

16. 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.

17. 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.

18. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[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

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONTRACTOR: JJW SERVICES, INC. D/B/A ACCUSTAFF, INC.

_____
Corporate Secretary

By: _____
Julie Wells, President

[SEAL]

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/23/18

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 2018
Office of Purchasing, room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.055 BID FORM*"

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

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

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work**

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be

responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

A. The Vendor

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

1. **REQUIRED excluding ECYEP – (Cost associated with this section may <u>not</u> be billed to the County and these costs shall be incorporated in the billable rate factor.)**

    a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)

    b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.

    c) Minimum of two employment reference checks.

    d) Sexual Predator background check.

    The Agency may be required to conduct additional tests and background checks based on position requirements.

2. **ADDITIONAL - (At County's Request – <u>may be billed back to the County at cost</u>)**

    a) Education check, as required.

    b) Credit Check, if applicable. (For positions that handle money)

    c) A Division of Motor Vehicles background check, if applicable.

    d) DOT 5-panel drug test, as required.

All costs associated with <u>additional tests</u>, <u>background checks</u> (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

   For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.

10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.

11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due it's employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

    The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

B. Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

C. Requesting an Assigned Employee

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

D. Bid Form

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

E. Current Agreements

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately $2.9M was paid on this contract from June, 2015 to

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate x 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

decreased, at any time, by the County under the following guidelines.

a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.

d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

2. Minimum Qualifications

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

a) One (1) year of cash-handling experience on a computerized cashier system.

b) Possess a high school diploma or equivalent.

c) Demonstrate ability to speak, understand, and writing the English language proficiently.

d) Possess a valid Florida Driver's license and be insurable.

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

6. Orientation and Training

a) Training History and Records

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

b) Training Hours Compensation

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

c) Completion of Training

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

d) Verification of Hours Worked

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

7. <u>COUNTY RESPONSIBILITIES</u>

a) Supervisor of Operations

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. <u>Fidelity Bond</u>

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. 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(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and 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.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, 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.

7. **Notices**

All notices required to made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

General Temporary Labor:
Ms. Janice Floyd
Human Resources
221 Palafox Place
Pensacola, FL 32502

Toll Collection Services:
Mr. David Forte
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

8. **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 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

9. **Emergency Services**

The Vendor resulting from this solicitation includes 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.

10. **Compliance with Governing Laws and Regulations**

The Offeror or Vendor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

11. **Contract Term/Renewal/Termination**

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.

A. 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.

12. Pricing

All services 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.

13. Fair Labor Standards Act Exemption

The 2018 Florida minimum wage is $8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

14. 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 Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

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 Vendor, 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 Vendor 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 Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

the Vendor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor 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 Vendor (excluding monies owed the Vendor for subcontract work.)

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. 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 Vendor 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 Vendor, 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 Vendor 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 Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Vendor'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 Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor 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. **Employment Practices Liability Coverage**

Employment Practices liability coverage in the amount of $1,000,000.00, with Escambia County BCC endorsed as an additional insured.

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) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

BCC PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to $8.25 effective January 1, 2018

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exibit "C"

LIBRARY PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	$19,115.00	$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	$20,092.00	$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	$21,091.00	$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	$22,152.00	$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	$23,171.00	$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	$23,878.00	$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	$24,585.00	$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	$25,500.00	$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	$26,270.00	$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	$27,040.00	$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	$27,809.00	$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	$28,537.00	$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	$29,286.00	$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	$30,160.00	$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	$31,678.00	$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	$33,280.00	$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	$34,964.00	$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	$36,712.00	$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	$38,563.00	$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	$40,518.00	$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	$42,556.00	$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	$43,388.00	$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	$46,945.00	$82,547.00

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Accountant	8810
Accounting Assistant	8810
Accounting Manager	8810
Accounting Technician	8810
Administrative Assistant (Jail Medical)	7720
Administrative Assistant (Legal)	8820
Administrative Assistant (All others)	8810
Administrative Officer	8810
Administrative Officer I	8810
Administrative Supervisor (Jail)	7720
Administrative Supervisor (All others)	8810
Animal Control Comm Clerk	8831
Animal Control Officer	8831
Animal Control Supv	8831
Animal Services Manager	8831
ARNP/Clinical Associate	7720
Asst Co Attorney (Cert)	8820
Asst Co Attorney (Non-Cert)	8820
Asst County Administrator	8810
Battalion Chief	7704
BI Chief Construction Supv	9410
BI Combination Inspector	9410
BI Combination Supv	9410
BI Construction Inspector	9410
Billing Manager	8810
Bldg Cd Enforce Officer	9410
Branch Director	8810
Budget Analyst	8810
Budget Manager	8810
Building Code Insp Supervisor	9410
Chief of Water Safety	7520
Clerk I	8810
Clerk II	8810
Clerk III	8810
Clinical Nurse	7720
Clinical Nurse Coord	7720
Comm & Media Relations Mgr	8810
Comm & Media Relations Spec	8810
Comm Center Coordinator	9102
Commissioner	8810
Commissioner's Aide	8810
Compliance Coordinator	9410
Construction Inspector	9410
Construction Mgr	9410
Corrections Captain	7720
Corrections Financial Manager	8810
Corrections Lt	7720
Corrections Officer	7720
Corrections Officer - Work Release	7720
Corrections Sergeant	7720
County Administrator	8810
County Attorney	8820
County Surveyor	8601
Court Liaison	7720
Crim Just Prog Manager	8810
Criminal Justice Spec I (Jail)	7720
Criminal Justice Spec I (All others)	8810
Criminal Justice Spec II	8810
Custodial Mgr	9015
Custodial Supv	9015
Custodial Worker	9015
Customer Service Technici	8810
Customer Svs Associate	8810
Dental Assistant	7720
Dept Director II (Parks)	9102
Dept Director II (All others)	8810
Dept Director III (Public Safety)	7705
Dept Director III (All others)	8810
Deputy County Attorney	8820
Deputy Division Manager	9410
Deputy Fire Chief	7704
Deputy SOE For Admin	8810
Detention Assistant	7720
Detention Assistant	8810
Dev Program Mgr	8810
Development Services Manager	8810
Director Of Mental Health	7720
Director's Aide	8810
Division Manager (DCAT)	8601
Division Manager (EMS)	7705
Division Manager (Marine Resources)	9410
Division Manager (Road Prison)	7720
Division Manager (All others)	8810
Dna Technician - Relief	7720
Ec Mrk & Prom Coordinator	8810
Election Specialist	8810
Elections Coordinator	8810
Emer Comm Disp - Relief	8810
Emer Medical Specialist	7705
Emer Medical Spec-Relief	7705
Emergency Comm Call Taker	8810
Emergency Comm Dispatcher	8810
Emergency Comm Division Mgr	8810
Emergency Comm Supv	8810
Emergency Ops Coordinator	8810
Emergency Planning Coord	8810
EMS Operations Mgr	7705
Ems Quality Specialist	7705
Energy Manager	8810
Engineering & Env Quality Mgr	8810
Eng Program Coordinator (Engineering)	9410
Eng Program Coordinator (Office Staff)	8810
Engineering Project Coord	9410
Engineering Spec - Signal	5509

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Engineering Specialist	5509
Engineering Specialist (Office Staff)	8810
Engineering Tech - Signal	5509
Engineering Tech (Transp & Drainage)	9410
Engineering Tech (All others)	8601
Environ Analyst (Term)	8720
Environ Enforce Ofr	9410
Environ Enforce Supv	9410
Environmental Analyst	8720
Environmental Prog Mgr	8720
Environmental Tech	9015
Environmental Tech (Waste Srvs)	6217
Equip Operator I	5509
Equip Operator II (Waste Ops)	6217
Equip Operator II (All others)	5509
Equip Operator III (Waste Srvs)	6217
Equip Operator III (All others)	5509
Equip Operator IV (Waste Srvs)	6217
Equip Operator IV (All others)	5509
Extension Agent I	8810
Extension Agent II	8810
Extension Agent III	8810
Extension Agent IV	8810
Field Supervisor-Rd	5509
Field Supervisor-Rd (SRI Public Works)	9410
Field Supervisor-SW (Waste Srvs)	9403
Fire Captain	7704
Fire Chief	7704
Fire Inspector	7704
Fire Lieutenant	7704
Fire Marshall	7704
Fire Public Educ Officer - Relief	7704
Firefighter	7704
Firefighter - Relief	7704
Fleet Maint Spec	8380
Fleet Maint Supv (EMS)	8380
Fleet Maint Supv (Mass Transit)	8380
Fleet Maint Supv (SRI Public Works)	8380
Fleet Maint Supv (Waste Srvs)	9403
Fleet Maint Tech (Mosquito Srvs)	9402
Fleet Maint Tech (All Others)	8380
Fleet Maint Worker	8380
Floodplain Program Manager	9410
Food Service Assistant	7720
Food Service Supv	7720
Forensic Jail Case Manager	7720
Frnsc Mntl Hlth Spec-Trm	8810
Fuel Distrib Assistant	8380
Fuel Distribution Supv	8380
GIS Analyst	8810
GIS Technician	8810
Health Services Manager	7720
Housing Rehab Specialist	9410

Job Title	W/C Code
HR Manager	8810
HR Supervisor - Employment	8810
HR Supervisor - HRIS	8810
Human Res Associate I	8810
Human Res Associate II	8810
Human Resources Supv	8810
Info Specialist - SOE	8810
Info Technology Coord	8810
Info Technology Spec	8810
Info Technology Tech	8810
IT Manager	8810
IT Network Analyst	8810
IT Security Officer	8810
IT Spec - Audio & Visual	8810
It Voip Coordinator	8810
It Web Coordinator	8810
Jail - EMT/Paramedic	7720
Jail Admin Assistant	8810
Jail Corr Lieutenant	7720
Jail Corrections Captain	7720
Jail Corrections Officer	7720
Jail Corrections Sergeant	7720
Jail Custodial Worker	7720
Jail Office Support Asst	7720
Jail Program Coordinator	7720
Kennel Supervisor	8831
Kennel Technician	8831
Landfill Ops Supv	9403
Landfill Service Worker	9403
Laundry Specialist	7720
Laundry Worker	7720
Law Librarian (Jail)	7720
Law Librarian (All others)	8810
Lead Animal Control Officer	8831
Lead Drafter/Eng Proj Coord	9410
Lead Env Enforce Officer	9410
Lead Fleet Maint Tech	8380
Lead Maintenance Tech (Parks)	9102
Lead Maintenance Tech (SRI Public Works)	9410
Lead Power Equip Tech	8380
Legal Admin Asst	8820
Legal Office Administrator	8820
Librarian	8810
Librarian - PT	8810
Library Clerical Asst	8810
Library Computer Tech	8810
Library Director	8810
Library Info Specialist	8810
Library Manager	8810
Library Tech Spec - Courier	8810
Library Technician	8810
Licensed Practical Nurse	7720
Lifeguard	7520

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Maintenance Shop Supv	5190
Maintenance Tech (Facilities)	9015
Maintenance Tech (Facilities - Electrical)	5190
Maintenance Tech (Library)	9015
Maintenance Tech (Mass Transit)	8380
Maintenance Tech (Mass Transit/Grounds)	9102
Maintenance Tech (Parks)	9102
Maintenance Worker (Facilities)	9015
Maintenance Worker (Mass Transit/Grounds)	9102
Maintenance Worker (Parks)	9102
Maintenance Worker (SRI Public Works)	5509
Medical Assistant	7720
Medical Director	8832
Medical Records Tech	8810
Medical Support Assistant	7720
Mental Health Counselor	7720
Mosqito Control Manager	8810
Mosquito Control Supv	9402
Mosquito Control Tech	9402
Network System Engineer I	8810
Office Support Assist	8810
Paramedic Supervisor	7705
Pharmacy Tech	7720
Plans Examiner	8810
Power Equipment Tech	8380
Program Assistant	9015
Program Coordinator	8810
Program Mgr Fac Constr Maint	9015
Program Mgr R&B Const Maint	9410
Program Mgr-Parks	5509
Program Manger (SOE)	8810
Program Manager (Traffic)	8601
Program Manager (SRI Public Works)	9410
Program Specialist - SOE	8810
Prop Lien Program Coord	8810
Psychiatric Technician	7720
Purchasing Associate	8810
Purchasing Manager	8810
Purchasing Specialist	8810
Real Estate Aqcuis Manager	9410
Records Clerk	8810
Recration Coordinator	9102
Recreation Manager	9102
Recycling Oper Manager	8810
Redeveloper I	8810
Registered Nurse	7720
RESTORE Program Manager	8810
Risk Analyst	8742
Road Construct Spec	5509
Road Division Manager	5509
Safe Neighborhoods Coordinator	8810
Safety Technician	9403
Senior Admin Officer I	8810
Senior Admin Officer II	8810
Senior Budget Analyst	8810
Senior Kennel Technician	8831
Senior Librarian	8810
Senior Lifeguard	7520
Sr Assistant County Atty	8820
Sr Bldg Code Enf Officer	9410
Sr Comm & Media Rel Spec	8810
Sr Criminal Justice Spec	8810
Sr Election Supp Asst	8810
Sr Eng Proj Coordinator	9410
Sr Natural Resources Mgr	8720
Sr Office Support Assist	8810
Sr Purchasing Coordinator	8810
Sr Urban Planner	8810
Storekeep/Warehouse Supv	8810
Stormwater Manager	9410
Strkpr/Wrhs Tech	8810
Strkpr/Wrhs Tech - Relief	8810
Student Assistant	8810
Supervisor of Elections	8810
Systems Analyst	8810
Train/Outreach Coordinator - SOE	8810
Transit Bus Operator	7382
Transit Cleaner	8380
Transit Cleaner	8380
Transit Customer Serv Rep	8810
Transit Customer Serv Supv	8810
Transit Fleet Maint Mgr	8380
Transit Fleet Maint Tech	8380
Transit Fueler	8380
Transit Fueler	8380
Transit Maint Manager	8380
Transit Manager	8810
Transit Prog Mgr Ops	5509
Transit Prog Mgr Safety	9403
Transit PT Trolley Operator	7382
Transit Supervisor (Mass Transit/Safety)	9403
Transit Supervisor (Mass Transit/Ops)	5509
Transp & Traffic Ops Mgr	9410
Urban Planner I	8810
Urban Planner II	8810
Vet Technician	8831
Veteran Affairs Officer	8810
Veterinarian	8831
Video Production Spec	8810
Warehouse Specialist - SOE	5191
Warehouse Worker	7720
Water Qual Env Tech Grant	9015
Water Quality Manager	8720
Workers Comp Specialist	8810

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM 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

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

Question 1: Is a Bid Bond Required.
Answer 1: A Bid Bond **IS** required in the amount of $1,000.00. This ensures that the awarded firm will honor their bid.

Question 2: In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?
Answer 2: This would require Board action and can only take place at the time of the event.

(Continued on the following page)

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 3: Should one of the lots be awarded to a firm other than the current provider, will new background checks need to be performed?
Answer 3: Yes.

Question 4: We have been asked to clarify the "Control of Employees."
Answer 4: All "Assigned Employees" working for the County are considered to be under the control of the staffing firm. "Assigned Employees" are defined on page 10 of 35 of the solicitation. Additionally, the ACA fee is to be incorporated into the invoice to be paid by Escambia County, but it is up to the staffing firm as the employer to pay the fee as the government requires.

Question 5: We have been asked to clarify the PPE required for different roles:
Answer 5: The typical personal protective equipment (PPE) used by the County is as follows:

Reflective Safety Vest
Hard Hat
Safety Glasses
Leather gloves or Rubber gloves (depends on position)
Raincoats (reflective)
Steel-toed work boots or Safety Shoes (depends on position)
Steel-toed work boots w/steel shank (puncture resistant) for Solid Waste

Facilities, Natural Resources Management, Parks & Public Works (Beach) provides everything but the steel-toed work boots or safety shoes.

Public Works (Engineering) provides everything including the steel-toed boots.

Solid Waste currently provides no PPE, however, with the new contract they will be providing everything but the boots.

Question 6: Is timekeeping centralized?
Answer 6: Timekeeping is managed by each department within the County. The awarded firm(s) is responsible for coordinating with each department to understand what the department offers and coordinate getting that information into the staffing firm's information base in a timely manner.

Question 7: Will the County accept electronic payroll distribution for Assigned employees?
Answer 7: Yes.

Question 8: Information was requested regarding OSHA certification for certain Assisgned Employees, as well as the safety record.
Answer 8: At this time, this information is not yet available. The County does not believe that these issues will impact the prices contained in the bids and can be answered with the awarded firm(s) as that becomes necessary to finalize any agreement.

Question 9: The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

Answer 9: At this time, the County will **not** be changing this requirement.

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.

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

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 May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 2018, 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 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 Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 52-2107466
Terms of Payment: 30 days

Delivery Date will be 6/12/2018 **days after receipt of Purchase Order**

Vendor Name: JJW Services DBA Accustaff, Inc.
Address: 220 W Garden St, Suite 805
City, State, Zip: Pensacola, FL 32502
Bid Bond Attached: $ 1000

Phone: 850-477-9915 **Toll Free:**
Fax: 850-477-9781 **Contact:** Julie Wells

Julie Wells, President
Name & Title of Person Authorized to Sign Offer

Julie J. Wells
*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

Lot 2 – Toll Collector Positions **$326.63**

Affordable Care Act Fee per Assigned Employee per Hour **$0.29**
(Notification only; Billable Rate Factor should include this fee.)

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
8810	Toll Collection - Manager	1	$19.05	$19.05	1.25	$23.81
8810	Toll Collection - Supervisor	4	$9.00	$36.00	1.25	$45.00
8810	Toll Collectors	25	$8.25	$206.25	1.25	$257.81

Total for Lot 2 – Toll Collector Positions **$326.63**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14498 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Contract Award for Part-Time Physician Services, Escambia County Jail
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Part-Time Physician Services, Escambia County Jail - 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 George A. Smith, M.D., per the terms and conditions of PD 17-18.034, Part-Time Physician Services, Escambia County Jail, for a term of 36 months, with an option to renew for two successive twelve-month periods, in the amount of $110 per hour, for the satisfactory performance of 20 or less hours per week of physician services at the Escambia County Jail. The annual contract amount for all services performed shall not exceed the maximum amount of $105,600 per year.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101]

BACKGROUND:

The legal advertisement for this "Request for Proposal" was advertised in the Pensacola News Journal on March 12, 2018. One proposal was received on May 25, 2018. The Selection Committee met with the submitter on June 6, 2018 to review, discuss and accept the proposal.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was prepared by Kristin D. Hual, Senior Assistant County Attorney.

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and Purchase Order.

Attachments

Agreement with Exhibits
Original Solicitation

AGREEMENT FOR PART-TIME PHYSICIAN SERVICES (PD 17-18.034)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and George A. Smith, M.D. (hereinafter referred to as "Contractor"), whose principal address is 22 Bartlett Circle, Pensacola, FL 32505.

WITNESSETH:

WHEREAS, on March 12, 2018, the County issued a Request for Proposals (PD 17-18.034) seeking a licensed provider to provide physician services on a part-time basis for inmates in the custody of the Escambia County Department of Corrections; and

WHEREAS, the Contractor submitted a proposal and the County determined that the Contractor is the most responsive and responsible provider 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 set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. 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. The term of this Agreement shall commence on October 1, 2018 and continue for a term of thirty-six (36) months. Upon mutual agreement of the parties, this agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of sixty (60) months.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Request for Proposals for Part-Time Physician Services, Specification No. P.D. 17-18.034*, attached hereto as **Exhibit A**, and as provided in the Contractor's proposal (Tabs A, B, D & F), attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the order of precedence shall be as follows: 1) the Agreement, including any amendments; 2) Escambia County's Request for Proposals, **Exhibit A**; and 3) the Contractor's proposal, **Exhibit B**.

All services shall be performed in accordance with the standard of care in the profession of medicine at the time such services are rendered or in accordance with the Florida statutory standards, as applicable.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a rate of $110.00 per hour in accordance with the Cost Proposal (Tab B) provided in the Contractor's proposal, attached hereto as **Exhibit B**. Said hourly rate shall be inclusive of all expenses or other costs incurred for the performance of the Agreement. The annual contract amount for all services performed pursuant to this Agreement shall not exceed the maximum amount of $105,600.00 per year.

5. 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 services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
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 (the "Act").

6. Termination. This Agreement may be terminated for cause or 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 sixty (60) days written notice to the County.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. 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 Escambia County's indemnification right under this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

> 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. 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.

9. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: George A. Smith, M.D.
Attention: Dr. G. A. Smith
22 Bartlett Circle
Pensacola, FL 32505

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

11. Public Records. The 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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[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

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONTRACTOR: GEORGE A. SMITH, M.D.

_____
Witness

By: _____

Date: _____

_____
Witness

Approved as to form and legal sufficiency.

By/Title:
Date: 7/10/18

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

Part-Time Physician Services, Escambia County Jail

Specification Number PD 17-18.034
Proposals Will Be Received Until: 10:00 a.m., CDT, April 13, 2018

A Non-Mandatory Pre-Solicitation Conference will be held in the Escambia County Jail, Main Lobby, 2935 North L Street, Pensacola, Florida 32501 on March 22, 2018 beginning at 10:00 a.m., CDT. **All proposers are encouraged to attend.**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591
Attention: Emily D. Weddington, CPPB

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
Douglas B. Underhill

From:
Paul R. Nobles
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:

Emily D. Weddington, CPPB
Purchasing Coordinator
Phone: (850) 595-4987
Email: edweddington@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502

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.

PART A SUMMARY

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this RFP is approximate and can average between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified and experienced contractor to provide the listed part-time physician services for the offenders housed at the Escambia County Jail's detention facilities.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide part-time physician services for the offenders housed at the Escambia County Jail's detention centers that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be Whitney C. Lucas, Corrections Financial Manager, Escambia County Corrections. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Unit Price Contract after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Emily D. Weddington, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4987, email: edweddington@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	March 12, 2018
Pre-Solicitation Conference	10:00 a.m. CDT, March 22, 2018
Final Date for Questions	March 30, 2018
Date for Responses to Questions	April 4, 2018
Receipt of proposals	10:00 a.m. CDT, April 13, 2018
Short-Listing Meeting	2:00 p.m. CDT, April 18, 2018
Discussions / Selection Meeting	1:00 p.m. CDT, April 27, 2018
1st Negotiations Meeting	2:00 p.m. CDT, May 16, 2018
2nd Negotiations Meeting, if required	2:00 p.m. CDT, May 18, 2018
Board of County Commissioners approval	June 21, 2018

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) Original and One (1) CD of the proposal shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURES

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION (TAB A)

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer, as follows:

- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at http://www.sunbiz.org/search.html)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

2-3 COST PROPOSAL (TAB B)

Solicitation, Offer and Proposal Form (with original signature)
The proposal shall clearly state the hourly wage expected for services provided within the Escambia County Jail. Any additional fees for services that are requested must clearly be documented by the proposer for their consideration by the review committee.

2-4 EXPERIENCE AND QUALIFICATIONS (TAB C)

The vendor must provide copies of any and all certifications outlined below.

Required qualifications are as follows:

a. Current Florida medical license.
b. 5 years medical supervisory/medical director experience as an MD.
c. A minimum of 5 years of emergency department experience working independently as an attending physician in the specialty of Family Practice or Emergency Medicine.
d. ACLS certification (must maintain active BCLS and ACLS certifications from the American Heart Association during the contract term).
e. Ability to obtain the required security clearance.
f. Knowledge of federal, state, correctional health care standards, institutional policies and regulations and accreditation and certification requirements.
g. Knowledge of legal and ethical standards for the delivery of medical care.
h. Ability to supervise and train providers regarding appropriate care and proper documentation.
i. Ability to maintain quality, safety and infection control standards.
j. Knowledge of medical diagnostic and patient care services.

k. Ability to develop and present in-service educational programs to clinic and
detention staff.
l. Knowledge of current principles, methods and procedures for the delivery of medical diagnosis and treatment.
m. Ability to work, observe, assess and record symptoms and reactions in the health record.
n. Knowledge of relevant drugs and non-pharmaceutical patient care aids and ability to prescribe dosages and instruct patients on correct usage.
o. Skill in organizing resources and establishing priorities.
p. No reported allegations of misconduct can have been reported within the last 5 years.
q. Current Board Certification in Emergency Medicine or Board Certification in Family Practice with a minimum of 5 years of emergency medicine experience.
r. Ability to obtain a separate DEA license under Escambia County Corrections.

Preferred qualifications are as follows:
a. Correctional medicine experience.

2-5 UNDERSTANDING OF THE PROJECT (TAB D)

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the Scope of Work.

Vendors are required to submit proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the County shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of services. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the County or the compensation to the vendor.

(c) Vendors are advised that County contracts are subject to all legal requirements provided for in the County, State and Federal Statutes.

2-6 REFERENCES (TAB E)

The vendor must provide 3 professional references which can be contacted by County staff as part of the review process.

a. Entity Name
b. Contact Name & Title
c. Current Telephone Number
d. Current Email Address
e. Brief description of the services

2-7 METHODOLOGY USED FOR THE PROJECT (TAB F)

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

PART III CRITERIA FOR SELECTION

Experience with Similar Facilities: years and level of experience providing the requested service to local, state, or federal correctional facilities	60
Price: the hourly reimbursement rate	30
Evaluation by Professional References: feedback provided by professional references	10
Total Points Available	***100***

PART IV SCOPE OF WORK

This position provides and oversees medical diagnosis, treatment, procedures and care of patients in the Escambia County Jail, while supervising staff physicians and mid-level providers. It is estimated that the contractor will be needed an average of 20 hours per week. However, during times when the contractor is acting as the designated facility medical director, additional hours may be requested. The contractor will be working within the Escambia County Jail accountable to the Escambia County Corrections Medical Director. The contractor will be responsible for the following duties:

- Upholds Escambia County Board of County Commissioners' and health services policies and procedures.
- Complies with all National Commission on Corrections Healthcare (NCCHC) standards.
- Responsible for clinical judgments.
- Performs examinations, conducts sick call, makes medical diagnoses and prescribes medications and/or treatment on a routine and emergency basis.
- Order appropriate laboratory tests, and prescribes medications as established in physician protocols. Initiates, interprets and evaluates diagnostic clinical tests.
- Makes rounds and records progress of inmates' medical condition in infirmary.

- Reviews radiology reports and outside records at the request of practitioners to determine the need or sign consult requests to send patients to specialists.
- Refers patients to outside medical facilities for specialized care, if indicated.
- Has scheduled clinic at least one time per week in the afternoon/evening (usually reserved for the evaluation of the sickest or more complicated patients).
- Performs emergency procedures and elective minor surgical procedures.
- Consults with other health services providers to ensure proper health care and treatment is provided to patients.
- Signs for non-formulary and controlled medications.
- Reviews/Sign off on ARNP's charting in electronic medical records.
- Reviews/Sign off on all "Initial Health Assessments" in electronic medical records.
- Enforces adherence to federal, state, and correctional health care standards.
- Attends medical audit and clinical quality improvement committee meetings.
- Attends continuing education programs to maintain licensure and special qualifications.
- Functions as the Facility's Medical Director when the staffed Medical Director is unavailable.
- Shares the responsibility of being the provider "on-call" for clinical consultation at least one weekend per month or as otherwise assigned by the Medical Director.
- Other related duties as assigned by the Jail's Medical Director.

INTRODUCTION (TAB A)

GEORGE A SMITH MD

22 BARTLETT CIRCLE

PENSACOLA FL 32505

Cell : (850)454-8803

Proposes to provide part-time physician services to Escambia County Jail and will comply with all provisions in this RFP and if applicable, provide notice that he qualifies as a County proposer by supplying the required documents

COST PROPOSAL (TAB B)

HOURLY RATE FOR PHYSICIAN SERVICES PROVIDED AT ESCAMBIA COUNTY JAIL		= $110
MONTHLY ESTIMATE TO BE AT OR BELOW 20 HOURS WEEKLY		= $8800
COST OF DELIVERING WORK SHOULD NOT EXCEED	12 x $8800	= $105,600

UNDERSTANDING OF THE PROJECT (TAB D)

The scope of work requires a physician to care for patients in the Escambia County Jail. It will require the usual methods of acceptable health care such as performing history and physical exams and laboratory interpretation to diagnose and treat the inmates. The job also requires supervision of mid-levels to include consultation, review and sign off the ARNP's charting in the electronic records. There will be responsibility for clinical judgement which necessitates the performance of examinations, the ordering and interpretation of appropriate laboratory and radiologic tests and the initiation of treatment. This can be accomplished on a routine or emergency basis at sick calls, chronic care clinics and infirmary rounds and at least one scheduled clinic per week. Referral and consultation with specialists and outside medical facilities for specialized care will occur when indicated. Federal, state and correctional standards will be adhered to. There will be a requirement for attendance at medical audit and clinical quality improvement committee meetings. Will perform duties as assigned by and will answer to the Jail's Medical Director and function as such when the latter is unavailable. Maintenance of licensure and special qualifications is expected.

METHODOLOGY USED FOR THE PROJECT (TAB F)

1 Physician will visit the jail each day either early morning or early evening for onsite consultation with the clinical team , to review and sign paperwork and to see complicated patients in the infirmary or in clinic. Will see patients based on request of clinical team or jail Command. Patients can be placed on schedule one evening per week or can be seen randomly as the need arises.

2 Physician will be available daily by phone, text or email for consultation. Will furnish clinical judgement and direction to clinical staff.

3 Will spend several hours each week reviewing and signing ARNP infirmary and clinic notes and health assessments in electronic records

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

Part-Time Physician Services, Escambia County Jail

Specification Number PD 17-18.034
Proposals Will Be Received Until: **10:00 a.m., CDT, April 13, 2018**

A Non-Mandatory Pre-Solicitation Conference will be held in the Escambia County Jail, Main Lobby, 2935 North L Street, Pensacola, Florida 32501 on March 22, 2018 beginning at 10:00 a.m., CDT. **All proposers are encouraged to attend.**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591
Attention: Emily D. Weddington, CPPB

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
Douglas B. Underhill

From:
Paul R. Nobles
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:

Emily D. Weddington, CPPB
Purchasing Coordinator
Phone: (850) 595-4987
Email: edweddington@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502

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.

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
Part-Time Physician Services, Escambia County Jail
SPECIFICATION PD 17-18.034

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

**** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Solicitation, Offer and Proposal Form, With Original Signature
- One CD or flash drive of the entire Proposal

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at http://www.sunbiz.org/search.html)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and proposal form from the proposal solicitation package and enter no proposal in the **"REASON FOR NO PROPOSAL"** block, your company's name, address, signature, and return the solicitation, offer and proposal form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This Form Is for Your Convenience to Assist in Filling Out Your Proposal Only.

Do Not Return with Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposal - Title Page
- Proposers Checklist
- Table of Contents
- Solicitation Offer, and Proposal Form
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Cost Proposal
2-4 Experience and Qualifications
2-5 Understanding of the Project
2-6 References
2-7 Methodology Used for the Project

Part III Criteria for Selection

Part IV Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

Submit Offers to:
Emily D. Weddington, CPPB
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: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Request for Proposal

Part-Time Physician Services, Escambia County Jail

Solicitation Number PD 17-18.0034

Solicitation

MAILING DATE: March 12, 2018
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held at the Escambia County Jail, 2935 North L Street, Pensacola, FL 32501, at 10:00 AM CDT, March 22, 2018.
OFFERS WILL BE RECEIVED UNTIL: 10:00 AM CDT, April 13, 2018, 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

"Reason for No Proposal" _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.***

Proposal Form

Part-Time Physician Services, Escambia County Jail
PD 17-18.034

Hourly rate for physician services provided at the Escambia County Jail Facility: _____

-Weekly hours are estimated to be at or below 20 hours per week.
-On call hours will not be reimbursed.
-Only those hours rendered at the Escambia County Jail will be deemed billable hours.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_☐_ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_☐_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA
GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

PROPOSAL 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 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 judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.034, "Part-Time Physician Services, Escambia County Jail", 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 proposals are received at the Escambia County Office of Purchasing and the time the Board awards the

contract and any resulting 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.

Scope of Work Summary

The Escambia County Corrections Department is seeking the services of a qualified and experienced firm or individual to provide part-time physician services for the offenders housed at the Escambia County Jail's detention facilities.

2. Non-Mandatory Pre-Solicitation Conference and Walkthrough

The Non-Mandatory Pre-Solicitation Conference will take place at the Escambia County Jail, Main Lobby, 2935 North L Street, Pensacola, Florida 32501 on March 22, 2018 commencing at 10:00 a.m., CDT. At this time, the Board's representative will be available to answer questions relative to this Solicitation. **Oral answers at the conference will not be binding to the County.**

Please submit, in writing, any questions about the Request for Proposal that you would like answered at the pre-proposal conference to Emily D. Weddington, Purchasing Coordinator, edweddington@myescambia.com, no later than three (3) working days before the conference. This will allow for a more thorough response.

It is strongly encouraged that all potential proposers attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Proposal Opening.

3. Award

Award shall be made on an "all-or-none total" basis.

4. Questions

All questions shall be directed to Emily D. Weddington, CPPB, Purchasing Coordinator,

Telephone: (850) 595-4987, E-mail: edweddington@myescambia.com. Written questions must be received no later than 5:00 p.m., CDT, March 30, 2018.

5. Proposal Forms

This Solicitation contains a Solicitation, Offer and Proposal Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

6. Licenses, Certifications, Registrations

The offeror shall at any time of 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 proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

7. 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 thirty-six (36) months. The contract may be renewed for two additional twelve (12) months periods, up to a maximum sixty (60) 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.

8. 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.

9. 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.

10. 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.)

Insurance Requirements

11. 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 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.

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.

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental Extended Reporting Period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Include a reference to the project and the Office of Purchasing number.

2. Disclose any self-insured retentions in excess of $1,000.

3. Designate Escambia County as the certificate holder as follows:

    Escambia County
    Attention: Emily D. Weddington, CPPB, Purchasing Coordinator
    Office of Purchasing, Room 11.101
    P.O. Box 1591
    Pensacola, FL 32591-1591
    Fax (850) 595-4987

4. 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.

12. Indemnification

Contractor agrees to save harmless, indemnify, and defend County 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.

PART A SUMMARY

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this RFP is approximate and can average between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified and experienced contractor to provide the listed part-time physician services for the offenders housed at the Escambia County Jail's detention facilities.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide part-time physician services for the offenders housed at the Escambia County Jail's detention centers that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be Whitney C. Lucas, Corrections Financial Manager, Escambia County Corrections. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Unit Price Contract after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Emily D. Weddington, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4987, email: edweddington@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	March 12, 2018
Pre-Solicitation Conference	10:00 a.m. CDT, March 22, 2018
Final Date for Questions	March 30, 2018
Date for Responses to Questions	April 4, 2018
Receipt of proposals	10:00 a.m. CDT, April 13, 2018
Short-Listing Meeting	2:00 p.m. CDT, April 18, 2018
Discussions / Selection Meeting	1:00 p.m. CDT, April 27, 2018
1st Negotiations Meeting	2:00 p.m. CDT, May 16, 2018
2nd Negotiations Meeting, if required	2:00 p.m. CDT, May 18, 2018
Board of County Commissioners approval	June 21, 2018

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) Original and One (1) CD of the proposal shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURES

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION (TAB A)

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer, as follows:

- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at http://www.sunbiz.org/search.html)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

2-3 COST PROPOSAL (TAB B)

Solicitation, Offer and Proposal Form (with original signature)
The proposal shall clearly state the hourly wage expected for services provided within the Escambia County Jail. Any additional fees for services that are requested must clearly be documented by the proposer for their consideration by the review committee.

2-4 EXPERIENCE AND QUALIFICATIONS (TAB C)

The vendor must provide copies of any and all certifications outlined below.

Required qualifications are as follows:

a. Current Florida medical license.
b. 5 years medical supervisory/medical director experience as an MD.
c. A minimum of 5 years of emergency department experience working independently as an attending physician in the specialty of Family Practice or Emergency Medicine.
d. ACLS certification (must maintain active BCLS and ACLS certifications from the American Heart Association during the contract term).
e. Ability to obtain the required security clearance.
f. Knowledge of federal, state, correctional health care standards, institutional policies and regulations and accreditation and certification requirements.
g. Knowledge of legal and ethical standards for the delivery of medical care.
h. Ability to supervise and train providers regarding appropriate care and proper documentation.
i. Ability to maintain quality, safety and infection control standards.
j. Knowledge of medical diagnostic and patient care services.

k. Ability to develop and present in-service educational programs to clinic and
detention staff.
l. Knowledge of current principles, methods and procedures for the delivery of medical diagnosis and treatment.
m. Ability to work, observe, assess and record symptoms and reactions in the health record.
n. Knowledge of relevant drugs and non-pharmaceutical patient care aids and ability to prescribe dosages and instruct patients on correct usage.
o. Skill in organizing resources and establishing priorities.
p. No reported allegations of misconduct can have been reported within the last 5 years.
q. Current Board Certification in Emergency Medicine or Board Certification in Family Practice with a minimum of 5 years of emergency medicine experience.
r. Ability to obtain a separate DEA license under Escambia County Corrections.

Preferred qualifications are as follows:

a. Correctional medicine experience.

2-5 UNDERSTANDING OF THE PROJECT (TAB D)

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the Scope of Work.

Vendors are required to submit proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the County shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of services. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the County or the compensation to the vendor.

(c) Vendors are advised that County contracts are subject to all legal requirements provided for in the County, State and Federal Statutes.

2-6 REFERENCES (TAB E)

The vendor must provide 3 professional references which can be contacted by County staff as part of the review process.

a. Entity Name
b. Contact Name & Title
c. Current Telephone Number
d. Current Email Address
e. Brief description of the services

2-7 METHODOLOGY USED FOR THE PROJECT (TAB F)

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

PART III CRITERIA FOR SELECTION

Experience with Similar Facilities: years and level of experience providing the requested service to local, state, or federal correctional facilities	60
Price: the hourly reimbursement rate	30
Evaluation by Professional References: feedback provided by professional references	10
Total Points Available	*100*

PART IV SCOPE OF WORK

This position provides and oversees medical diagnosis, treatment, procedures and care of patients in the Escambia County Jail, while supervising staff physicians and mid-level providers. It is estimated that the contractor will be needed an average of 20 hours per week. However, during times when the contractor is acting as the designated facility medical director, additional hours may be requested. The contractor will be working within the Escambia County Jail accountable to the Escambia County Corrections Medical Director. The contractor will be responsible for the following duties:

- Upholds Escambia County Board of County Commissioners' and health services policies and procedures.
- Complies with all National Commission on Corrections Healthcare (NCCHC) standards.
- Responsible for clinical judgments.
- Performs examinations, conducts sick call, makes medical diagnoses and prescribes medications and/or treatment on a routine and emergency basis.
- Order appropriate laboratory tests, and prescribes medications as established in physician protocols. Initiates, interprets and evaluates diagnostic clinical tests.
- Makes rounds and records progress of inmates' medical condition in infirmary.

- Reviews radiology reports and outside records at the request of practitioners to determine the need or sign consult requests to send patients to specialists.
- Refers patients to outside medical facilities for specialized care, if indicated.
- Has scheduled clinic at least one time per week in the afternoon/evening (usually reserved for the evaluation of the sickest or more complicated patients).
- Performs emergency procedures and elective minor surgical procedures.
- Consults with other health services providers to ensure proper health care and treatment is provided to patients.
- Signs for non-formulary and controlled medications.
- Reviews/Sign off on ARNP's charting in electronic medical records.
- Reviews/Sign off on all "Initial Health Assessments" in electronic medical records.
- Enforces adherence to federal, state, and correctional health care standards.
- Attends medical audit and clinical quality improvement committee meetings.
- Attends continuing education programs to maintain licensure and special qualifications.
- Functions as the Facility's Medical Director when the staffed Medical Director is unavailable.
- Shares the responsibility of being the provider "on-call" for clinical consultation at least one weekend per month or as otherwise assigned by the Medical Director.
- Other related duties as assigned by the Jail's Medical Director.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14495 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Change Order on Contract PD 14-15.017 "Olive Road East Multi-Lane Reconstruction and Drainage Project, Phase 1"
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order on Contract PD 14-15.017, to Roads, Inc. of NWF for the Olive Road East Multi-Lane Reconstruction and Drainage Project, Phase 1 - Joy Jones, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following closeout Change Order to Roads, Inc. of NWF, in the amount of $25,042.49, on Contract PD 14-15.017, for the Olive Road East Multi-Lane Reconstruction and Drainage Project, Phase 1:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$25,042.49
Vendor:	Roads, Inc. of NWF
Project Name:	Olive Road East Multi-Lane Reconstruction and Drainage Project, Phase 1
Contract:	PD 14-15.017
PO#:	150986
CO#:	6
Original Contract Award:	$4,531,541.13
Cumulative Amount of Change Orders Through this CO:	$830,458.82
New Contract Amount:	$5,361,999.95

[Funding Source: Fund 352, "Local Option Sales Tax," Account 210107, Object Code 56301, Project #15EN3244.

BACKGROUND:

Meeting in regular session on February 5, 2015, the Board awarded Contract PD 14-15.017 "Olive Road East Multi-Lane Reconstruction and Drainage Project, Phase 1" to Roads, Inc. of NWF. This project is a roadway capacity, drainage, and reconstruction project that will improve roadway conditions and drainage issues along a portion of the East Corridor of Olive Road. The project includes an Interlocal Agreement with Emerald Coast Utilities Authority (ECUA) for water main replacement and upgrades in the area.

Change Order #1 included additive/deductive unit prices for Roads, Inc. of NWF, including an asbestos survey for a building demolition permit located at the project pond site, and additive/deductive unit price quantities, as directed by ECUA. Change Order #1 reduced the amount of the original Purchase Order by $5,436.32.

Change Order #2, in the amount of $769,507.37, was approved by the Board on June 2, 2016, and included additive/deductive unit price quantities and items necessary for the extension of Olive Road Phase 1 construction by approximately 1200 linear feet to accommodate water line conflicts with the existing drainage system, and to connect and extend a left turn lane for Yancey Avenue, improving access to Ferry Pass Middle School.

This Change Order, #3 and 4, in the amount of $41,345.28, included additive and deductive unit price quantities necessary to complete construction by addressing residential issues identified during construction, ECUA-directed waterline overruns/underruns, bus stop pads additions, and field items identified during inspections, as approved by the BCC on February 15, 2018.

Change Order #5 was for Time Only.

This Change Order, #6, is a final project closeout Change Order to deduct unused quantities and add field-verified quantity overruns for project completion. Quantity overruns include concrete curbing, sidewalks, and driveways which are results of design quantity error; quantities were field-verified for project closeout. Field CEI-verified sod overruns were a result of several factors (increased stabilization areas to save a large oak tree in the pond, ROW on several side streets to transition into existing grades, and to address ditch grading/stabilization on Binkley Street up to Olive Road to resolve a drainage complaint.)

This project is located is Commissioner District 4.

BUDGETARY IMPACT:

Funds are available in Fund 352, "Local Option Sales Tax", Account 210107, Object Code 56301, Project #15EN3244.

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

PO with Agreement
Change Order 1
Change Order 2
Change Order 3
Change Order 4
CJhange Order 5
Backup for Change Order 6

PURCHASE ORDER NO. 150986

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/13/15	BUYER: JOSEPH PILLITARY	REQ. NO.: 15001142	REQ. DATE: 02/11/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PLEASE CONTACT CHRIS CURB	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 14-15.017 "OLIVE ROAD EAST MULTI-LANE RECONSTRUCTION AND DRAINAGE PROJECT, PHASE I" BCC APPROVED 02/05/2015	4531541.1300	4,531,541.13

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210109	56301	4,531,541.13	10EN0363

PAGE TOTAL $ 4,531,541.13
TOTAL $ 4,531,541.13

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

PD 14-15.017

Olive Road East Multi-Lane Reconstruction and Drainage Improvements – Phase I

AGREEMENT BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

ROADS, INC. OF NWF

(Revised July 11, 2013)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND ROADS, INC. OF NWF FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with **Roads, Inc. of NWF** a Florida corporation for profit, to perform all work ("Work") in connection with **PD 14-15.017, Olive Road East Multi-Lane Reconstruction and Drainage Improvements – Phase I,** as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Four Million Five Hundred Thirty-One Thousand, Five Hundred Forty-One Dollars and Thirteen Cents

($4,531,541.13)

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 **Seven Hundred Twenty (720)** 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 **Seven Hundred Fifty (750) 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, **$500** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering
3363 West Park Place
Pensacola, FL 32502
Attention: Chris Curb, Project Manager

B. All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of NWF
106 Stone Blvd.
Cantonment, FL 32533
Attn: Cody Rawson, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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,and Roads, Inc. of NWF 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: _____

Jack R. Brown, County Administrator

Date: 2/6/15

CONTRACTOR:
Roads, Inc. of NWF a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Secretary

(Corporate Seal)

By: _____

Its: President

Date: 1-28-2015

BCC Approved: 2/5/2015

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit **Four (4)** copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of

Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to

determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located

on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its

Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better

Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased.

The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entilled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by

County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner

that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT 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:

_____

_____
Witnesses as to 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)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

_____
(Authorized Signature)

Witness

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____

Witnesses

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of

employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Contractor shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit of $1,000,000, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum 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.

PURCHASE ORDER NO. 150986-1

CHANGE DATE: 03/02/16

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

182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO

ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 02/13/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 15001142	REQ. DATE: 02/11/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This change order #1 request includes additive/deductive unit prices for two contractor requested change orders (referenced as CO#1 and CO#2). Contractor CO#1 request from Roads Inc., includes additive unit price quantities (totaling $9450.00) for an Asbestos Survey necessary to obtain a building demolition permit, for a building located at the project pond site. The asbestos survey identified unexpected asbestos materials requiring a certified Asbestos Abatement Contractor for asbestos removal prior to building demolition, and as necessary to limit exposure to workers present on the job site. Contractor CO#2 request from Roads Inc. includes additive/deductive unit price quantities, as directed by ECUA, for the deductive of a 12" Inserta Valve $23,562.80 (determined un-necessary by ECUA), the addition of a back-flow preventer, and water fittings, as necessary to restore water services to several commercial businesses. The original purchase order amount of $4,531,541.13 is reduced by $5,436.32 to a new project cost of $4,526,104.81. The contractor has requested 39 rain days, since the start of the project, and 7 days for this change order work. Job duration is requested to be increased 46 additional days, setting a new completion date of May 20, 2017. CIP: Olive Road East Phase 1		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $	
01	.00 LOT CONTRACT PD	14-15.017	"OLIVE ROAD EAST	5436.3200	-5,436.32
				TOTAL $	

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 150986-1

CHANGE DATE: 03/02/16

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

182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO

ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 02/13/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 15001142	REQ. DATE: 02/11/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			MULTI-LANE RECONSTRUCTION AND DRAINAGE PROJECT, PHASE I" BCC APPROVED 02/05/2015		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210109 56301	-5,436.32	10EN0363

PAGE TOTAL	$	-5,436.32
TOTAL	$	-5,436.32

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Change Order Checklist

- **Vendor Name:** Roads, Inc. of NWF
- **Purchase Order Number:** 150986
- **Change Order Number:** 1
- **Project Name:** Olive Road East

- **Board Recommendation:** Original Board Approval 02/05/2015
- **Resume Page:** attached
- **Funding Source:** Fund 352 "LOST III"
- **Breakdown of Project Costs:** n/a
- **Additional Information:** _____

_____

_____

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 182328
Project Number: 10EN0363
Department: Public Works/Engineering

Vendor Name: Roads, Inc. of NWF
P.O. Number: 150986
P.D. Number: 14-15.017
C.O. Number 1
Date: 02/11/16

Notes for Modifying the Scope of Award:

This change order #1 request includes additive/deductive unit prices for two contractor requested change orders (referenced as CO#1 and CO#2). Contractor CO#1 request from Roads Inc., includes additive unit price quantities (totaling $9450.00) for an Asbestos Survey necessary to obtain a building demolition permit, for a building located at the project pond site. The asbestos survey identified unexpected asbestos materials requiring a certified Asbestos Abatement Contractor for asbestos removal prior to building demolition, and as necessary to limit exposure to workers present on the job site. Contractor CO#2 request from Roads Inc. includes additive/deductive unit price quantities, as directed by ECUA, for the deductive of a 12" Inserta Valve $23,562.80 (determined un-necessary by ECUA), the addition of a back-flow preventer, and water fittings, as necessary to restore water services to several commercial businesses. The original purchase order amount of $4,531,541.13 is reduced by $5,436.32 to a new project cost of $4,526,104.81. The contractor has requested 39 rain days, since the start of the project, and 7 days for this change order work. Job duration is requested to be increased 46 additional days, setting a new completion date of May 20, 2017. CIP: Olive Road East Phase 1

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: -1
Deleting Dollars from Line Item No:

Quantity Adjustment:
Quantity Adjustment:

Amount: -$5,436.32
Amount:

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)

Previous Purchase Order Total Dollars:	$3,449,133.65
Net Dollars added or subtracted:	-$5,436.32
New Purchase Order Total Dollars:	$3,443,697.33
Previous Contract Total Dollars:	$4,531,541.13
Net Dollars added or subtracted:	-$5,436.32
New Contract Total Dollars:	$4,526,104.81

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210109	56301	10EN0363	-$5,436.32	$3,443,697.33

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been increased to the new contract amount.

Request Prepared By: Robin Lambert — Digitally signed by Robin M. Lambert, Public Works, Engineering, email=rflamber@myescambia.com, c=US, Date: 2016.02.12 10:33:28 -06'00' — **Date:**

Contract Administrator's Certification & Approval: — **Date:**

Department Director: Joy D. Blackmon — Digitally signed by Joy D. Blackmon, P.E., DN: cn=Joy D. Blackmon, P.E., o=Public Works, ou=Public Works, email=joy_blackmon@myescambia.com, c=US, Date: 2016.03.01 15:55:20 -06'00' — **Date:**

F0020 (Revised 1/31/2008)

Christopher O. Curb

Chris Curb
cn=Chris Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US
2016.02.08 12:18:36 -06'00'

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Olive Road East Phase 1
Project ID: ENG1769 PD 14-15.017
Location: Olive Road East of Davis
Project Manager: Sharon E. Johnson and Chris Curb
Date: 2/8/2016

This section to be completed by Project Managers:

Jay Tower
Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This change order #1 request includes additive/deductive unit prices for two contractor requested change orders (referenced as CO#1 and CO#2). Contractor CO#1 request from Roads Inc., includes additive unit price quantities (totaling $9450.00) for an Asbestos Survey necessary to obtain a building demolition permit, for a building located at the project pond site. The asbestos survey identified unexpected asbestos materials requiring a certified Asbestos Abatement Contractor for asbestos removal prior to building demolition, and as necessary to limit exposure to workers present on the job site. Contractor CO#2 request from Roads Inc. includes additive/deductive unit price quantities, as directed by ECUA, for the deductive of a 12" Inserta Valve $23,562.80 (determined un-necessary by ECUA), the addition of a back-flow preventer, and water fittings, as necessary to restore water services to several commercial businesses. The original purchase order amount of $4,531,541.13 is reduced by $5,436.32 to a new project cost of $4,526,104.81. The contractor has requested 39 rain days, since the start of the project, and 7 days for this change order work. Job duration is requested to be increased 46 additional days, setting a new completion date of May 20, 2017.

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by 46 calendar days. New completion date is 5/20/2017

		Obligated		Required
Balance of CIP Project	$		$	
Funds for Original Construction Contract	$		$	
Funds for Construction Change Order # 1	$		$	(5,436.32)
Contract PD# PD 14-15.017 Contractor Roads Inc.				
Funds for Original Task Order				
Funds for Addendum #	$		$	
Task Order PD Consultant	$		$	
Funds for Original Work Order				
Funds for Change Order # to the Work Order	$		$	
Contract PD Contractor	$		$	
Funds for Contingency	$		$	
Funds for Permit Fees	$		$	
Funds for Land Purchases	$		$	
Funds for Title Work	$		$	
Contract PD Contractor				
Funds for	$		$	
Contractor:				
New Balance of CIP Project deduction	$	-	$	5,436.32

Recd 2/9/16 program change order

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name		Amount
From:			Olive Rd E exp	$	5436.32
To:			Project Name		Amount
			06118	$	5436.32
			Transfer	$	

County Engineer

R. Lambert
Transferred by

2/11/16
Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\O\Olive Road East _ENG 1769 Davis_Scenic\Funding\Quantity Tracking\Quantity tracking.xlsx

Olive Road East Phase 1	PD 14-15.017	Change Order #1				
Item No.	Roads Inc.					
	Description	Quantity	Unit	Unit Price	Amount	Reason For Change Order
	Deductions:					
CO1-65	12" INSERT A VALVE	1	EA	$ (23,562.80)	$ (23,562.80)	ECUA directed field change; this valve was not utilized
	Additions:					
CO1-60	6" FITTINGS (90, 45, 22, ETC)	4	EA	$ 304.18	$ 1,216.72	ECUA directed field change items for waterline work, to address several commercial businesses backflow preventors conflicts and prevent water outage
CO1-75	6" X 4" REDUCER	1	EA	$ 459.76	$ 459.76	
99	Back-flow Preventor (2" or less)	5	EA	$ 1,400.00	$ 7,000.00	
100	Asbestoes Survey	1	LS	$ 1,575.00	$ 1,575.00	Unexpected expense required for building demolition permit for pond site. Asbestos materials were identified for removal in an asbestos survey.
101	Asbestoes Removal	1	LS	$ 7,875.00	$ 7,875.00	
				Change Order #1 Total	$ (5,436.32)	
				Accumulative Change Order Percentage Increase:	-0.1%	
				Contract Total Costs Including Change Order 1:	$ 4,526,104.81	

Contractor's Signature of Change Order Acceptance

2-4-16
Date

Calculations
verified
2/11/16

PURCHASE ORDER NO. 150986

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/13/15	BUYER: JOSEPH PILLITARY	REQ. NO.: 15001142	REQ. DATE: 02/11/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PLEASE CONTACT CHRIS CURB	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 14-15.017 "OLIVE ROAD EAST MULTI-LANE RECONSTRUCTION AND DRAINAGE PROJECT, PHASE I" BCC APPROVED 02/05/2015	4531541.1300	4,531,541.13

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210109 56301	4,531,541.13	10EN0363

PAGE TOTAL $	4,531,541.13
TOTAL $	4,531,541.13

APPROVED BY

TAX ID 65-6013888011C-3
FED ID 59-6000-598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12&13. Approval of Two Consent Agenda Items – Continued

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-0, with Commissioner Robertson abstaining *(and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)*, approving Consent Agenda Items 12 and 13, as follows:

12. Awarding Contract PD 14-15.016, "Olive Road (West Corridor)," to Roads, Inc., of NWF, in the amount of $1,585,445.54 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210109, Object Code 56301, Project # 10EN0363).

13. Taking the following action concerning the Olive Road East Multi-Lane Reconstruction and Drainage Project – Phase I, PD 14-15.017 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210109, Object Code 56301, Project # 10EN0363):

    A. Awarding Contract PD 14-15.017, "Olive Road East Multi-Lane Reconstruction and Drainage Project – Phase 1," to Roads, Inc., of NWF, in the amount of $4,531,541.13; and

    B. Approving, and authorizing the Chairman to sign, the *Interlocal Cost-Sharing Agreement (Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project)*, for Olive Road Multi-Lane Reconstruction and Drainage Project (County Road 290), between Escambia County and the Emerald Coast Utility Authority, for the water main replacement and upgrade.

15. Perdido Key Master Plan

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, directing staff to issue a Request for Proposal to obtain a consultant who can perform the work necessary to develop a Master Plan for Perdido Key (Funding Source: Economic Development Fund 102 and General Fund 001, Reserves for Operating).

PURCHASE ORDER NO. 150986-2

CHANGE DATE: 06/16/16

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

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CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/13/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 15001142	REQ. DATE: 02/11/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This change order request #2 includes additive/deductive unit price quantities, and items necessary for the extension of Olive Road Phase 1 construction, by approximately 1200 linear feet to accomodate water line conflicts with the existing drainage system, and provide a smooth transition to Yancey Avenue turn lanes for improved access to Ferry Pass Middle School. Phase 1 of the project, as bid, terminated the project at approximately 300' West of Lode Star, while the water line work by ECUA agreeement extended the waterline upgrades to Yancey Avenue intersection. Existing storm pipe that would othewise be removed, if Phase 2 was under construction, was found in conflict with the new waterline. This change order allowsfor the drainage to be installed for a portion of Phase 2, and allows for the water main installation. Additionally, the Phase 1 extension, provides the same roadway cross-section for a smoother traffic pattern flow toconnect to the existing turn lanes at Yancey Ave. This will provide safer and improved access to Ferry Pass Middle School. This change order includes all necessary items to address this roadway extension, including some minor deductions in line items. Other miscellaneous change order items are also included in this reques. The original purchase order amount of $4,531,541.13 is increased by $769,507.37 to a new project cost of $ 5,295,612.18. Job duration is to increase 210		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 150986-2

CHANGE DATE: 06/16/16

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
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VENDOR
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/13/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 15001142	REQ. DATE: 02/11/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			additional days needed for completion of the project with a new completion date of 12/16/17. BCC Approval 06/02/2016		
01	.00	LOT	CONTRACT PD 14-15.017 "OLIVE ROAD EAST MULTI-LANE RECONSTRUCTION AND DRAINAGE PROJECT, PHASE I" BCC APPROVED 02/05/2015	769507.3700	769,507.37

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	613,551.02	15EN3244
01	210109	56301	155,956.35	10EN0363

PAGE TOTAL	$	769,507.37
TOTAL	$	769,507.37

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY _____

Original Purchase Order

Change Order Checklist

- **Vendor Name:** Roads, Inc. of NWF
- **Purchase Order Number:** 150986
- **Change Order Number:** 2
- **Project Name:** Olive Road East

- **Board Recommendation:** Original Board Approval 02/05/2015
- **Resume Page:** attached
- **Funding Source:** Fund 352 "LOST III"
- **Breakdown of Project Costs:** n/a
- **Additional Information:**

Change Order #2 approved by BCC on 06/02/2016 (resume page attached).

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	182328	Vendor Name:	Roads, Inc. of NWF
Project Number:	10EN0363/15EN3244	P.O. Number:	150986
Department:	Public Works/Engineering	P.D. Number:	14-15.017
		C.O. Number	2
		Date:	06/16/16

Notes for Modifying the Scope of Award:

This change order request #2 includes additive/deductive unit price quantities, and items necessary for the extension of Olive Road Phase 1 construction, by approximately 1200 linear feet to accomodate water line conflicts with the existing drainage system, and provide a smooth transition to Yancey Avenue turn lanes for improved access to Ferry Pass Middle School. Phase 1 of the project, as bid, terminated the project at approximately 300' West of Lode Star, while the water line work by ECUA agreeement extended the waterline upgrades to Yancey Avenue intersection. Existing storm pipe that would othewise be removed, if Phase 2 was under construction, was found in conflict with the new waterline. This change order allows for the drainage to be installed for a portion of Phase 2, and allows for the water main installation. Additionally, the Phase 1 extension, provides the same roadway cross-section for a smoother traffic pattern flow to connect to the existing turn lanes at Yancey Ave. This will provide safer and improved access to Ferry Pass Middle School. This change order includes all necessary items to address this roadway extension, including some minor deductions in line items. Other miscellaneous change order items are also included in this reques. The original purchase order amount of $4,531,541.13 is increased by $769,507.37 to a new project cost of $ 5,295,612.18. Job duration is to increase 210 additional days needed for completion of the project with a new completion date of 12/16/17. BCC Approval 06/02/2016

To Modify Existing Purchase Order:

		Quantity			
Adding Dollars to Line Item No:	1	Adjustment:		Amount:	$769,507.37
Deleting Dollars from Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$3,443,697.33
Net Dollars added or subtracted:	$769,507.37
New Purchase Order Total Dollars:	$4,213,204.70
Previous Contract Total Dollars:	$4,526,104.81
Net Dollars added or subtracted:	$769,507.37
New Contract Total Dollars:	$5,295,612.18

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210109	56301	10EN0363	$155,956.35	$3,599,653.68
210107	56301	15EN3244	$613,551.02	$613,551.02
			$769,507.37	$4,213,204.70

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have bee[illegible] new contract amount.

Request Prepared By: Robin Lambert Digitally signed by Robin Lambert DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US Date: 2016.06.16 12:41:38 -05'00' **Date:**

Contract Administrator's Certification & Approval: **Date:**

Department Director: BCC APPROVAL 06/02/2016 **Date:**

F0020 (Revised 1/31/2008)

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Olive Road East Phase 1
Project ID: PD 14-15.017
Location: Olive Road East of Davis
Project Manager: Sharon E. Johnson and Chris Curb
Date: 5/17/2016

This section to be completed by Project Managers: Christopher A Curb ... Jay Jones ... Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This change order request #2 includes additive/deductive unit price quantities, and items necessary for the extension of Olive Road Phase 1 construction, by approximately 1200 linear feet to accomodate water line conflicts with the existing drainage system, and provide a smooth transition to Yancey Avenue turn lanes for improved access to Ferry Pass Middle School. Phase 1 of the project, as bid, terminated the project at approximately 300' West of Lode Star ~~intersection due the drainage basin divide~~, while the water line work by ECUA agreeement extended the waterline upgrades to Yancey Avenue intersection. Existing storm pipe that would othewise be removed, if Phase 2 was under construction, was found in conflict with the new waterline. This change order allows for the drainage to be installed for a portion of Phase 2, and allows for the water main installation. Additionally, the Phase 1 extension, provides the same roadway cross-section for a smoother traffic pattern flow to connect to the existing turn lanes at Yancey Ave. This will provide safer and improved access to Ferry Pass Middle School. This change order includes all necessary items to address this roadway extension, including some minor deductions in line items. Other miscellaneous change order items are also included in this request The original purchase order amount of $4,531,541.13 is increased by $769,507.37 to a new project cost of $ 5,295,612.18. Job duration is to increase 210 additional days needed for completion of the project with a new completion date of 12/16/17.

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by 210 calendar days. New completion date is 12/16/2017

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order # 2		$	$ 769,507.37
Contract PD PD 14-15.017	Contractor Contractor		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for		$	$
Contractor:			
New Balance of CIP Project		$ -	$ (769,507.37)

This section to be completed by Administration to accomplish fund transfor:

	Fund	Project #	Project Name	Amount
From:				$
	Fund	Project #	Project Name	Amount
To:				$

Transfer $

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\O\Olive Road East _ENG 1769 Davis_Scenic\Funding\Quantity Tracking\Quantity tracking.xlsx

Olive Road East Phase 1		PD 14-15.017		Change Order #2			
Item No.	Description	Quantity	Unit	Roads Inc. Unit Price	Roads Inc. Amount		Reason For Change Order
	Deductions:						
CO2-19	6" FIBER REINFORCED CONCRETE DRIVEWAY	-54	SY	$35.65	$	(1,925.10)	Quantity deducted due to Additional Work
CO2-39	18" RCP	-41	LF	$36.31	$	(1,488.71)	Storm pipe called out in error on the plans at S-242A
CO2-61	8" FITTINGS (90, 45, 22, ETC)	-2	EA	$559.02	$	(1,118.04)	Unused water line quantities
	Additions:						
CO2-3	REPLACE STD MAILBOX WITH FDOT APPROVED MAILBOX	1	EA	$105.83	$	105.83	
CO2-7	1 1/2" TYPE SP 12.5 ASPHALT	12027	SY	$6.71	$	80,701.17	
CO2-8	MILL EXISTING ASPHALT, 0-1.5" THICKNESS	1269	SY	$2.38	$	3,020.22	
CO2-9	12" STABILIZED SUBGRADE	6038	SY	$1.45	$	8,755.10	
CO2-10	10" GRADED AGGREGATE BASE	5359	SY	$20.13	$	107,876.67	
CO2-16	ALUMINUM PIPE GUIDERAIL WITH HANDRAIL	60	LF	$38.99	$	2,339.40	
CO2-17	TYPE F CURB & GUTTER	1719	LF	$11.70	$	20,112.30	
CO2-18	4" FIBER REINFORCED CONCRETE DRIVEWAY	54	SY	$30.08	$	1,624.32	
CO2-20	6" FIBER REINFORCED CONCRETE SIDEWALK	2024	LF	$18.94	$	38,334.56	Phase 1 Extension Change Order Initiated by the County to address waterline conflicts, and transition to School turn Lanes. These items add 1200 LF of roadway cross-section with sidewalks, drainage, and bike paths.
CO2-21	CONSTRUCT CURB RAMP	7	EA	$501.30	$	3,509.10	
CO2-22	FDOT DITCH BOTTOM INLET, TYPE C	5	EA	$1,338.79	$	6,693.95	
CO2-24	FDOT CURB INLET, TYPE 1	6	EA	$4,715.14	$	28,290.84	
CO2-26	FDOT CURB INLET, TYPE 5	2	EA	$2,725.37	$	5,450.74	
CO2-27	FDOT CURB INLET, TYPE 6	2	EA	$3,109.49	$	6,218.98	
CO2-28	FDOT STRUCTURE BOTTOM, 3.5' x 3.5'	18	EA	$1,320.18	$	23,763.24	
CO2-31	FDOT STRUCTURE BOTTOM, 5' x 3.5'	2	EA	$2,820.43	$	5,640.86	
CO2-35	FDOT STORM MANHOLE	12	EA	$753.97	$	9,047.64	
CO2-39	18" RCP	551	LF	$36.31	$	20,006.81	
CO2-40	24" RCP	295	LF	$48.60	$	14,337.00	
CO2-41	30" RCP	687	LF	$71.23	$	48,935.01	
CO2-42	36" RCP	5	LF	$88.24	$	441.20	
CO2-46	18" RCP CROSS DRAIN MES	2	EA	$868.42	$	1,736.84	
CO2-71	12" FITTING (90, 45, 22, ETC)	2	EA	$753.46	$	1,506.92	Waterline conflict work for ECUA waterline
CO2-82	CENTIPEDE SOD, STAKED	1100	SY	$3.26	$	3,586.00	Phase 1 Extension
102	St. Augustine Sod	700	SY	$4.50	$	3,150.00	Landscape around saved Oak Tree in Pond 1
103	Additional Mobilization, and Performance Bond Increase	1	LS	$62,229.58	$	62,229.58	Prorated line item from original bid for Additional work
104	Clearing & Grubbing, Per County Spec 2230	1.6	AC	$4,900.00	$	7,840.00	Pricing Agreement Clearing price for Additional Work
105	Earthwork Excavation by Machine	1094	CY	$6.48	$	7,089.12	Price quoted by contractor for additional work
106	Earthwork Fill	1332	CY	$4.94	$	6,580.08	Price quoted by contractor for additional work
107	ADDITIONAL SIGNING AND PAVEMENT MARKINGS, MUST INCLUDE LAYOUT, SIGNS, RPMS, TEMPORARY	1	LS	$15,115.37	$	15,115.37	Prorated line item from original bid for Additional work
108	ADDITIONAL ROADWAY DEMOLITION AND MOT - PHASE 1	1	LS	$50,301.52	$	50,301.52	Prorated line item from original bid for Additional work
109	ADDITIONAL ROADWAY DEMOLITION AND MOT - PHASE 2	1	LS	$64,150.35	$	64,150.35	Prorated line item from original bid for Additional work
110	ADDITIONAL ROADWAY DEMOLITION AND MOT - PHASE 3	1	LS	$69,713.79	$	69,713.79	Prorated line item from original bid for Additional work
111	ADDITIONAL ROADWAY DEMOLITION AND MOT - PHASE 4	1	LS	$14,466.81	$	14,466.81	Prorated line item from original bid for Additional work
112	FDOT STRUCTURE BOTTOM, 5' DIAMETER	1	EA	$3,402.00	$	3,402.00	Added pay item for Phase 1 extension work
113	MISCELLANEOUS PIPE CONNECTIONS, INLET MODIFICATIONS, and STRUCTURE MODIFICATIONS	1	LS	$1,500.00	$	1,500.00	Added pay item for Phase 1 extension work; for existing miscellaneous storm system connections
114	29"x 45" ERCP	30	LF	$138.00	$	4,140.00	Added pay item for Phase 1 extension work
115	ELECTRIC LINE FIX AT MOM AND POP STORE	1	EA	$857.00	$	857.00	Emergency power repair to business; unspotted buried electrical line cut by waterline installation.
116	CREW DOWN TIME FOR LABOR - WATERLINE CONFLICT	6	HR	$500.00	$	3,000.00	Waterline conflict with ECUA waterline at Olive Road and Binkley Street; utility communication issue
117	MEGA LUGS waterline fittings	4	EA	$200.00	$	800.00	Waterline conflict with ECUA waterline
118	DOG HOUSE STORM MANHOLE CONFLICT BOX	1	EA	$1,500.00	$	1,500.00	Manhole necessary to provide waterline conflict structure
119	6" PVC STORM PIPE (30/34) FOR DRAIN CONNECTION TO INLET S-242A	60	LF	$17.00	$	1,020.00	Replaces 18" Storm Pipe called out in error on plans for connection to S-242A
120	STORMWATER POLLUTION PREVENTION, INCLUDES PLAN, IMPLEMENTATION, REPLACEMENT, ETC	1	LS	$15,148.90	$	15,148.90	Prorated line item from original bid for Additional work
				Change Order #2 Total	**$**	**769,507.37**	
				Accumulative Change Order Percentage Increase:		16.66%	
				Contract Total Costs Including Change Order 2:	**$**	**5,295,612.18**	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board take the following action:

A. Approve reallocation of funds from the Capital Improvement Program, totaling $380,000, from Olive Road Corridor Study (District 4), in the amount of $30,000, and Burgess Road Sidewalk Project (District 3), in the amount of $350,000, to Olive Road East Multi-Lane Reconstruction and Drainage Project; and

B. Authorize the County Administrator to execute the following Change Order to Roads, Inc., of NWF, on Contract PD 14-15.017, for the Olive Road East Multi-Lane Reconstruction and Drainage Project (Funding Source: Fund 352, "Local Option Sales Tax," Account 210107, Object Code 56301, Project #14EN3244, and Account 210109, Object Code 56301, Project #10EN0363):

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$769,507.37
Vendor:	Roads, Inc. of NWF
Project Name:	Olive Road East Multi-Lane Reconstruction and Drainage Project
Contract:	PD 14-15.017
PO#:	150986
CO#:	2
Original Contract Award:	$4,531,541.13
Cumulative Amount of Change Orders through this CO:	$764,071.05
New Contract Amount:	$5,295,612.18

Approved 4-0, with Commissioner Robertson abstaining *(and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)*

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Olive Road East Phase 1
Project ID: ENG1769 PD 14-15.017
Location: Olive Road East of Davis
Project Manager: Chris Curb
Date: 12/5/2017 and 1/31/18

Digitally signed by Christopher A Curb
DN: cn=Christopher A Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US
Date: 2018.01.31 15:11:05 -06'00'

Joy Jones
ou=Engineering, email=djjones@myescambia.com, c=US
2018.01.31 15:29:54 -06'00'

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Change Order (CO#3) request includes additive and deductive unit price quantities necessary to complete construction by addressing residential issues identified during construction, ECUA directed waterline overuns/underruns, TT&O bus stop pads additions, and noted field items identified during inspections. CO#3 includes: Driveway widening at 2419 Olive Rd adding 18 SY of 4" concrete driveway, and 45 LF of Type F-Curb and Gutter; Commercial driveway access at 2801 Olive Road with 84 SY of 6" fiber concrete, several 6" concrete transit bus stop pads to satsify ECAT needs; Remove and replace 45 SY of concrete driveway at 3034 E Olive for driveway transition grading; Inlet slot addition at S-302 lot line of 3039 & 3041 East Olive to address ponding water in the driveway & adjacent parking area, requiring removal/replace of asphalt; Remove fence and clear ROW along the rear lot of 8100 Chapperal Drive along Caminitti Lane ROW; Oak tree removal by tree surgeon in proximity of residential property and power lines; Connection of a residential roof drain at NE corner of Chapperal & Olive to the new drainage system of which was previously was connected to old drainage system; Upgrading a section of undersized concrete ditch paving washed out in recent storm event by repairing washed out slopes, increasing height of ditch paving side slopes, and regrass remaining slopes to prevent erosion; Constructing a cast in place curved P-5 inlet top (S-268) in the radius of the concrete curb at Caminitti and Olive in lieu of a pre-cast straight P-5 inlet; and deduction of an unsused FDOT Storm Manhole S242 connected to the skating rink roof drain by direct connection; and several ECUA waterline additions and deductions necessary for complete installation.
Previous CO#1 included additive/deductive unit price quantities for an Asbestos Survey for building demolition at pond site, and deduction of unused ECUA quantities. Board approved CO#2 included items necessary for the extension of Olive Road Phase 1 per BCC on June 2, 2016 meeting. Due to CO#1 and CO#2, the original purchase order amount of $4,531,541.13 was decreased by $5,436.32, then increased by $769,507.37 to a project cost of $5,295,612.18, respectively.
This CO#3 request increases $41,345.28 to the new project cost of ~~$5,317,712.46~~ $5,336,957.46/rfl xxxxxxxx. The contractor has requested documented construction delays, due 26 days of GAB material shortage due to Hurricane Irma, with 7 related construction day dealys, 70 documented weather (rain and cold days); concrete & asphalt could not be installed due to temperatires below County spec temperatures. Job duration is requested to be increased 123 days, from December 16, 2017, setting a new completion date of April 18, 2018.

6 page (s).
Time shall be (increased/decreased by 123 calendar days. New completion date is 4/18/2018

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order # 3		$	$ 41,345.28
Contract PD# PD 14-15.017	Contractor **Roads Inc.**		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for		$	$
Contractor:			
New Balance of CIP Project		$ -	$ (41,345.28)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
To:				$

Transfer $

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\O\Olive Road East _ENG 1769 Davis Scenic\Funding\Quantity Tracking\Quantity tracking.xlsx

Olive Road East Phase 1		PD 14-15.017		Change Order #3	Roads Inc.	Reason for Overages or Changes
Item No.	Description	Quantity	Unit	Unit Price	Amount	
	Deductions:					
CO3-39	18" RCP	-13	LF	$36.31	$ (472.03)	Utility conflict between S228 & S229 change to 14"x23" ERCP to prevent conflict
CO4-35	FDOT STORM MANHOLE	-1	EA	$753.97	$ (753.97)	S242 A was not installed; direct connect roof drain from skating rink
CO3-52	12" DUCTILE IRON WM PIPE	-8	LF	$59.31	$ (474.48)	Unused Waterline quantities
CO3-53	6" DUCTILE IRON PIPE	-22	LF	$46.64	$ (1,026.08)	Unused Waterline quantities
CO3-59	4" FITTINGS (90, 45, 22, ETC)	-2	EA	$218.07	$ (436.14)	Unused Waterline quantities
CO3-60	6" FITTINGS (90, 45, 22, ETC)	-3	EA	$304.18	$ (912.54)	Unused Waterline quantities
CO3-75	6" X 4" REDUCER	-1	EA	$459.76	$ (459.76)	Unused Waterline quantities
CO3-80	CONNECT TO EXISTING 4", 3" AND 2" MAIN WITH SOLID SLEEVE	-1	EA	$479.80	$ (479.80)	Unused Waterline quantities
CO3-86	6' x 14' DOUBLE CHAIN LINK SWING GATE, (2) 7' GATES	-1	EA	$891.20	$ (891.20)	Pond fence gate not needed due to future walking path addition.
	Additions:					
CO2-7	SAWCUT, REMOVE, REPLACE 2" TYPE SP 12.5 ASPHALT	50	SY	$12.50	$ 625.00	Driveway & adjacent parking area at 3039 & 3041 E. Olive Rd to address ponding water, requires removal/replacement of asphalt grade, & inlet slot addition to structure S-302
121	MODIFY INLET TOP WITH TRAVERSABLE SLOT	1	LS	$400.00	$ 400.00	
CO3-17	TYPE F CURB & GUTTER (R/R)	50	LF	$11.70	$ 585.00	Widen driveway at 2419 Olive Rd to accommodate shared secondary access to 2390 Dora St, as requested by property owner to replace existing driveway. Remove and replace 45 SY of driveway at 3034 E Olive for driveway transition grading
122	REMOVE CONCRETE DRIVEWAY	108	SY	$14.00	$ 1,512.00	
CO3-18	4" FIBER REINFORCED CONCRETE DRIVEWAY	98	SY	$30.08	$ 2,947.84	
CO3-19	6" FIBER REINFORCED CONCRETE DRIVEWAY & BUS PADS	112	SY	$35.65	$ 3,992.80	Additional driveway at 2801 Olive Road for access to property requested by owner; Remove/replace driveway apron at 3111 E Olive 28 SY to match grades, and bus stop pad additions requested by Traffic Operations
CO3-42	36" RCP	2	LF	$88.24	$ 176.48	Plans called for 7', but only 5' was listed in CO2
CO3-45	14" x 23" ERCP	13	LF	$45.67	$ 593.71	Utility conflict between S228 & S229 change to 14"x23" ERCP to prevent conflict
CO3-49	6" PVC WM PIPE (C900)	31	LF	$22.82	$ 707.42	Waterline overrun; ECUA directed
CO3-50	8" DUCTILE IRON WM PIPE	5	LF	$65.22	$ 326.10	Waterline overrun; ECUA directed
CO3-51	12" PVC WM PIPE	59	LF	$25.00	$ 1,475.00	Waterline overrun; ECUA directed
CO3-54	4" DUCTILE IRON WM PIPE	35	LF	$68.49	$ 2,397.15	Waterline overrun; ECUA directed
CO3-55	1" PE WATER SERVICE (SHORT)	2	EA	$351.99	$ 703.98	Waterline overrun; ECUA directed
CO3-56	1" PE WATER SERVICE INSIDE 2" PE CASING (LONG)	1	EA	$1,431.06	$ 1,431.06	Waterline overrun; ECUA directed
CO3-61	8" FITTINGS (90, 45, 22, ETC)	3	EA	$559.02	$ 1,677.06	Waterline overrun; ECUA directed
CO3-71	12" FITTING (90, 45, 22, ETC)	7	EA	$753.46	$ 5,274.22	Waterline overrun; ECUA directed
CO3-79	CONNECT TO EXISTING 8" AND 6" MAIN WITH SOLID SLEEVE	1	EA	$902.49	$ 902.49	Waterline overrun; ECUA directed
123	3" PVC SDR 21 WATERMAIN	20	LF	$27.50	$ 550.00	ECUA directed waterline field change
124	6" x 3" REDUCER	1	EA	$600.00	$ 600.00	ECUA directed waterline field change
125	REMOVE 60 LF CHAIN LINK FENCE, INCLUDING CLEARING & GRUBBING	1	EA	$376.00	$ 376.00	Remove fence/clear right-of-way on East side of Caminitti along rear lot line of 8100 Chapperal Dr, to address residential complaint
126	REMOVE OAK TREE AT CORNER OF CAMINETTI WITH TREE SURGEON	1	LS	$867.00	$ 867.00	Oak Tree removal by Tree Surgeon in proximity of residential property and power lines
127	CORE MANHOLE STRUCTURE TO ACCOMIDATE 4" ROOF DRAIN, INSTALL 4" PVC PIPE, & CONNECT ROOF DRAIN	1	LS	$917.00	$ 917.00	Connect residential roof drain (at NE corner of Chapperal & Olive) to New stormdrain system previously connected to old drainage system.
128	CONCRETE DITCH REPAIRS AND RECONSTRUCT	1	LS	$14,732.97	$ 14,732.97	Undersized concrete ditch paving washed out in recent storm event; Work includes costs to repair washed out slopes, install additional ditch paving up side slopes to prevent future erosion, and regrass remaining slopes to prevent erosion.
129	FORM AND POUR THE P-5 TOP FOR S-268 TO MATCH THE CURB RADIUS IN LIEU OF USING STRAIGHT PRECAST TOP	1	LS	$3,481.00	$ 3,481.00	Inlet located in the NE curb radius of Caminitti & Olive requires a poured in place inlet top, as the shop drawing approved precast top has a straight configuration and casting that would not allow the top to be installed in the radius of the curb.
				Change Order #3 Total	**$ 41,345.28**	
				Accumulative Change Order Percentage Increase from last board approved CO:	0.8%	% accumulation considering CO#2 BCC approved 6/2/16
				Contract Total Costs Including Change Order 3:	**$ 5,336,957.46**	

CONSTRUCTION CHANGE ORDER

Change Order Number 03 Contractor Number PD 14-15.017

Date: 1/29/18 Dated _____

To: Chris Curb _____

Escambia County Engineering _____

Project Name: OLIVE ROAD EAST PHASE 1

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement: *Describe changes here;*

Change Order (CO#3) requests includes additive unit price quantities necessary to complete construction by addressing residential complaints, ECUA waterline overuns, bus stop pads requested by TT&O, and noted field additions found during inspections. CO#3 includes: Resident requested driveway widening at 2419 Olive Rd to provide secondary access to 2390 Dora St by replacing existing access with the addition of 53 SY of 4" reinforced concrete driveway, and 50 LF of replacement Type F-Curb and Gutter; Commercial driveway access at 2801 Olive Road requested by owner with 112 SY of 6" fiber reinforced concrete for the driveway including several 6" concrete transit bus stop pads for upgrade to meet ECAT needs requested by Traffic Operations; Inlet slot addition for S-302 lot line of 3039 & 3041 E. Olive to address ponding water in the driveway & adjacent parking area, requiring removal/replace of asphalt; and ECUA directed waterline additions necessary for installation. Using 14"x23" ERCP in lieu of 18" RCP between S228 & S229 to avoid Utility conflict, Removing a large oak tree at Caminetti and Olive (work performed by tree surgeon due to proximity of residential property and OH power lines); Connecting existing roof drain to new storm drain system from residential property at Chapperal & Olive that was originally connected to previous storm system; Repairing concrete ditch paving that was undersized and washed out from previous rain events, installing additional concrete ditch paving up the side slopes of undersized ditch, and re-grassing side slopes to prevent future erosion; Constructing a cast in place curved P-5 inlet top (S-268) in the radius of the concrete curb at Caminitti and Olive in lieu of the plans' pre-cast straight P-5. CO#3 also includes a Deduct for deleting FDOT Storm Manhole S242 and connecting skating rink roof drain directly into a different structure.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 4,531,541.13	720
Sum of Previous Changes	$ 764,071.05	256
This Change Order	$ 41,345.28	123
Adjusted Agreement Amount	$ 5,336,957.46	1099

This contract substantial completion date will be increased/decreased by 123 calendar days due to the Change Order. The new contract substantial completion date is 3/19/2018. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20____

By: Robby Williams Digitally signed by Robby Williams
Contractor

By: Digitally signed by Christopher A Curb DN: cn=Christopher A Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US 2018.01.31 14:29:38 -06'00'
Engineer

By: _____
Owner

Olive Road Weather Delays Summary for CO3

Period: 12/17/16 to 1/28/18

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
1	12/18/2016	Rain	CO 3	
2	12/19/2016	Rain	CO 3	
3	12/31/2016	Rain	CO 3	
4	1/1/2017	Rain	CO 3	
5	1/2/2017	Rain	CO 3	
6	1/6/2017	Rain	CO 3	
7	1/20/2017	Rain	CO 3	
8	1/21/2017	Rain	CO 3	
9	1/22/2017	Rain	CO 3	
10	2/7/2017	Rain	CO 3	
11	2/8/2017	Rain	CO 3	
12	2/21/2017	Rain	CO 3	
13	3/13/2017	Rain	CO 3	
14	4/3/2017	Rain	CO 3	
15	4/4/2017	Rain	CO 3	
16	4/5/2017	Rain	CO 3	
17	4/6/2017	Rain	CO 3	
18	4/30/2017	Rain	CO 3	
19	5/1/2017	Rain	CO 3	
20	5/4/2017	Rain	CO 3	
21	5/5/2017	Rain	CO 3	
22	5/12/2017	Rain	CO 3	
23	5/13/2017	Rain	CO 3	
24	5/30/2017	Rain	CO 3	
25	5/31/2017	Rain	CO 3	
26	6/1/2017	Rain	CO 3	
27	6/2/2017	Rain	CO 3	
28	6/5/2017	Rain	CO 3	
29	6/6/2017	Rain	CO 3	
30	6/7/2017	Rain	CO 3	
31	6/12/2017	Rain	CO 3	

Olive Road Weather Delays Summary for CO3

Period: 12/17/16 to 1/28/18

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
32	6/13/2017	Rain	CO 3	
33	6/14/2017	Rain	CO 3	
34	6/15/2017	Rain	CO 3	
35	6/16/2017	Rain	CO 3	
36	6/17/2017	Rain	CO 3	
37	6/18/2017	Rain	CO 3	
38	6/19/2017	Rain	CO 3	
39	6/20/2017	Rain	CO 3	
40	6/21/2017	Rain	CO 3	
41	6/22/2017	Rain	CO 3	
42	6/23/2017	Rain	CO 3	
43	6/24/2017	Rain	CO 3	
44	6/28/2017	Rain	CO 3	
45	6/30/2017	Rain	CO 3	
46	7/7/2017	Rain	CO 3	
47	7/10/2017	Rain	CO 3	
48	7/11/2017	Rain	CO 3	
49	7/17/2017	Rain	CO 3	
50	7/18/2017	Rain	CO 3	
51	7/24/2017	Rain	CO 3	
52	7/25/2017	Rain	CO 3	
53	8/3/2017	Rain	CO 3	
54	8/4/2017	Rain	CO 3	
55	8/7/2017	Rain	CO 3	
56	8/10/2017	Rain	CO 3	
57	8/11/2017	Rain	CO 3	
58	8/14/2017	Rain	CO 3	
59	8/15/2017	Rain	CO 3	
60	8/17/2017	Rain	CO 3	
61	8/18/2017	Rain	CO 3	
62	8/29/2017	Rain	CO 3	

Olive Road Weather Delays Summary for CO3

Period: 12/17/16 to 1/28/18

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
63	8/30/2017	Rain	CO 3	
64	9/8/2017 to 9/10/2017	Hurricane Irma	CO 3	
65	9/11/2017-9/13	Hurricane Irma	CO 3	GAB Material shortage due to Hurricane Irma. Unable to get any GAB (the critical path activity) during these dates. 19 days impacted, however requesting 7 contract days at this time.
66	9/16/2017 - 9/18/17	Hurricane Irma	CO 3	
67	9/21/2017-9/23	Hurricane Irma	CO 3	
68	9/24/2017-9/27	Hurricane Irma	CO 3	
69	9/30/2017	Hurricane Irma	CO 3	
70	10/1/2017-10/2	Hurricane Irma	CO 3	
71	10/6/2017	Hurricane Nate/Rain	CO 3	
72	10/7/2017	Hurricane Nate/Rain	CO 3	
73	10/8/2017	Hurricane Nate/Rain	CO 3	
74	10/9/2017	Hurricane Nate/Rain	CO 3	
75	10/10/2017	Rain	CO 3	
76	10/22/2017	Rain	CO 3	
77	10/23/2017	Rain	CO 3	
78	10/27/2017	Rain	CO 3	
79	10/28/2017	Rain	CO 3	
80	12/4/2017	Rain	CO 3	
81	12/5/2017	Rain	CO 3	
82	12/6/2017	Rain	CO 3	
83	12/8/2017	Rain/Temp	CO 3	
84	12/9/2017	Rain/Temp	CO 3	
85	12/10/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
86	12/11/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
87	12/13/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
88	12/15/2017	Rain	CO 3	
89	12/16/2017	Rain/Temp	CO 3	
90	12/17/2017	Rain	CO 3	
91	12/18/2017	Rain	CO 3	
92	12/23/2017	Rain	CO 3	
93	12/25/2017	Temp	CO 3	Too cold for concrete or asphalt per spec

Olive Road Weather Delays Summary for CO3

Period: 12/17/16 to 1/28/18

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
94	12/26/2017	Rain/Temp	CO 3	
95	12/27/2017	Rain/Temp	CO 3	
96	12/28/2017	Rain/Temp	CO 3	
97	12/29/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
98	12/30/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
99	12/31/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
100	1/1/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
101	1/2/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
102	1/3/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
103	1/4/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
104	1/5/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
105	1/6/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
106	1/7/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
107	1/8/2018	Rain	CO 3	
108	1/9/2018	Rain	CO 3	
109	1/10/2018	Rain	CO 3	
110	1/11/2018	Rain	CO 3	
111	1/12/2018	Rain/Temp	CO 3	
112	1/13/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
113	1/14/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
114	1/15/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
115	1/16/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
116	1/17/2018	Rain/Temp	CO 3	
117	1/18/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
118	1/19/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
119	1/20/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
120	1/21/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
121	1/22/2018	Rain	CO 3	
122	1/27/2018	Rain	CO 3	
123	1/28/2018	Rain	CO 3	

PURCHASE ORDER NO. 150986-4

CHANGE DATE: 03/07/18

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/13/15	BUYER: PAUL NOBLES	REQ. NO.: 15001142	REQ. DATE: 02/11/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 4	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			BCC Approval 02/15/2018. This Change Order Request 4 is for $19,244.00. The Board approved $41,345.28, however, CO3, in the amount of $22,101.28, was already in Purchasing ready to be processed when we discovered thatBoard approval was required. This Change Order #4 (difference between $41,345.28 and $22,101.28 = $19,244.00) includes additive unit price quantities, necessaryto complete construction by addressing residential complaints and noted field additions found during inspections, and deduction of an unused line item. See attached Recommendation that details what will be included in Change Order 3 and 4. The current completion date is December 16, 2017. This Change Order includes 123 additional days making the new completion date April 18, 2018. CIP: Olive Road East		
			Current PO Amount $5,317,713.46 This Change Order $ 19,244.00 New PO Amount $5,336,957.46		
01	.00	LOT	CONTRACT PD 14-15.017 "OLIVE ROAD EAST MULTI-LANE RECONSTRUCTION AND DRAINAGE	19244.0000	19,244.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	19,244.00	15EN3244

PAGE TOTAL $	19,244.00
TOTAL $	19,244.00

APPROVED BY Cont

Original Purchase Order

TAX ID 85-8013888011C-3
FED ID 59-6000-598

PURCHASE ORDER NO. 150986-4
CHANGE DATE: 03/07/18

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/13/15	BUYER: PAUL NOBLES	REQ. NO.: 15001142	REQ. DATE: 02/11/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 4	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			PROJECT, PHASE I" BCC APPROVED 02/05/2015		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $	
				TOTAL $	19,244.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	182328	Vendor Name:	Roads, Inc. of NWF		
Project Number:	10EN0363/15EN3244	P.O. Number:	150986	C.O. Number	4
Department:	Public Works/Engineering	P.D. Number:	14-15.017	Date:	03/05/18

Notes for Modifying the Scope of Award:

BCC Approval 02/15/2018. This Change Order Request 4 is for $19,244.00. The Board approved $41,345.28, however, CO3, in the amount of $22,101.28, was already in Purchasing ready to be processed when we discovered that Board approval was required. This Change Order #4 (difference between $41,345.28 and $22,101.28 = $19,244.00) includes additive unit price quantities, necessary to complete construction by addressing residential complaints and noted field additions found during inspections, and deduction of an unused line item. See attached Recommendation that details what will be included in Change Order 3 and 4. The current completion date is December 16, 2017. This Change Order includes 123 additional days making the new completion date April 18, 2018. CIP: Olive Road East

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	$19,244.00
Adding Dollars to Line Item No:	1				
Deleting Dollars from Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	02/15/18
Previous Purchase Order Total Dollars:	$848,547.09
Net Dollars added or subtracted:	$19,244.00
New Purchase Order Total Dollars:	$867,791.09
Previous Contract Total Dollars:	$5,317,713.46
Net Dollars added or subtracted:	$19,244.00
New Contract Total Dollars:	$5,336,957.46

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210109	56301	10EN0363	$0.00	$212,894.79
210107	56301	15EN3244	$19,244.00	$654,896.30
				$867,791.09

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide wr[illegible] bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds h[illegible] of the new contract amount.

Robin Lambert
Digitally signed by Robin Lambert
DN: cn=Robin Lambert, o=Public Works, email=rflamber@myescambia.com, c=US
Date: 2018.03.07 11:50:18 -06'00'

Request Prepared By: _____ **Date:** _____

Contract Administrator's Certification & Approval: _____ **Date:** _____

Department Director: BCC Approval 02/15/2018 **Date:** _____

F0020 (Revised 1/31/2008)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order to Roads, Inc. of NWF, in the amount of $41,345.28, on Contract PD 14-15.017, for the Olive Road East Multi-Lane Reconstruction and Drainage Project (Funding Source: Fund 352, "Local Option Sales Tax," Account 210107, Object Code 56301, Project #15EN3244, and Account 210109, Object Code 56301, Project #10EN0363):

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$41,345.28
Vendor:	Roads, Inc. of NWF
Project Name:	Olive Road East Multi-Lane Reconstruction and Drainage Project
Contract:	PD 14-15.017
Purchase Order #:	150986
Change Order (CO) #:	3
Original Contract Award:	$4,531,541.13
Cumulative Amount of Change Orders Through this CO:	$805,416.33
New Contract Amount:	$5,336,957.46

Approved 5-0

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name:	Olive Road East Phase 1
Project ID:	ENG1769 PD 14-15.017
Location:	Olive Road East of Davis
Project Manager:	Chris Curb
Date:	12/5/2017 and 1/31/18

Digitally signed by Christopher A Curb
DN: cn=Christopher A Curb, o=Public Works, ou=Engineering, email=ccurb@myescambia.com, c=US
Date: 2018.01.31 15:11:15 -06'00'

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Change Order (CO#3) request includes additive and deductive unit price quantities necessary to complete construction by addressing residential issues identified during construction, ECUA directed waterline overuns/underruns, TT&O bus stop pads additions, and noted field items identified during inspections. CO#3 includes: Driveway widening at 2419 Olive Rd adding 18 SY of 4" concrete driveway, and 45 LF of Type F-Curb and Gutter; Commercial driveway access at 2801 Olive Road with 84 SY of 6" fiber concrete, several 6" concrete transit bus stop pads to satsify ECAT needs; Remove and replace 45 SY of concrete driveway at 3034 E Olive for driveway transition grading; Inlet slot addition at S-302 lot line of 3039 & 3041 East Olive to address ponding water in the driveway & adjacent parking area, requiring removal/replace of asphalt; Remove fence and clear ROW along the rear lot of 8100 Chapperal Drive along Caminitti Lane ROW; Oak tree removal by tree surgeon in proximity of residential property and power lines; Connection of a residential roof drain at NE corner of Chapperal & Olive to the new drainage system of which was previously was connected to old drainage system; Upgrading a section of undersized concrete ditch paving washed out in recent storm event by repairing washed out slopes, increasing height of ditch paving side slopes, and regrass remaining slopes to prevent erosion; Constructing a cast in place curved P-5 inlet top (S-268) in the radius of the concrete curb at Caminitti and Olive in lieu of a pre-cast straight P-5 inlet; and deduction of an unsused FDOT Storm Manhole S242 connected to the skating rink roof drain by direct connection; and several ECUA waterline additions and deductions necessary for complete installation.
Previous CO#1 included additive/deductive unit price quantities for an Asbestos Survey for building demolition at pond site, and deduction of unused ECUA quantities. Board approved CO#2 included items necessary for the extension of Olive Road Phase 1 per BCC on June 2, 2016 meeting. Due to CO#1 and CO#2, the original purchase order amount of $4,531,541.13 was decreased by $5,436.32, then increased by $769,507.37 to a project cost of $5,295,612.18, respectively.
This CO#3 request increases $41,345.28 to the new project cost of ~~$5,317,312.46~~ $5,336,957.46/rfl. The contractor has requested documented construction delays, due 26 days of GAB material shortage due to Hurricane Irma, with 7 related construction day dealys, 70 documented weather (rain and cold days); concrete & asphalt could not be installed due to temperatires below County spec temperatures. Job duration is requested to be increased 123 days, from December 16, 2017, setting a new completion date of April 18, 2018.

6 page (s).
Time shall be (increased/decreased by 123 calendar days. New completion date is 4/18/2018

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order # 3		$	$ 41,345.28
Contract PD# PD 14-15.017	Contractor Roads Inc.		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for		$	$
Contractor:			
New Balance of CIP Project		$ -	$ (41,345.28)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
To:				$

Transfer $

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\O\Olive Road East _ENG 1769 Davis Scenic\Funding\Quantity Tracking\Quantity tracking.xlsx

Olive Road East Phase 1		PD 14-15.017		Change Order #3	Roads Inc.	Reason for Overages or Changes
Item No.	Description	Quantity	Unit	Unit Price	Amount	
	Deductions:					
CO3-39	18" RCP	-13	LF	$36.31	$ (472.03)	Utility conflict between S228 & S229 change to 14"x23" ERCP to prevent conflict
CO4-35	FDOT STORM MANHOLE	-1	EA	$753.97	$ (753.97)	S242 A was not installed; direct connect roof drain from skating rink
CO3-52	12" DUCTILE IRON WM PIPE	-8	LF	$59.31	$ (474.48)	Unused Waterline quantities
CO3-53	6" DUCTILE IRON PIPE	-22	LF	$46.64	$ (1,026.08)	Unused Waterline quantities
CO3-59	4" FITTINGS (90, 45, 22, ETC)	-2	EA	$218.07	$ (436.14)	Unused Waterline quantities
CO3-60	6" FITTINGS (90, 45, 22, ETC)	-3	EA	$304.18	$ (912.54)	Unused Waterline quantities
CO3-75	6" X 4" REDUCER	-1	EA	$459.76	$ (459.76)	Unused Waterline quantities
CO3-80	CONNECT TO EXISTING 4", 3" AND 2" MAIN WITH SOLID SLEEVE	-1	EA	$479.80	$ (479.80)	Unused Waterline quantities
CO3-86	6' x 14' DOUBLE CHAIN LINK SWING GATE, (2) 7' GATES	-1	EA	$891.20	$ (891.20)	Pond fence gate not needed due to future walking path addition.
	Additions:					
CO2-7	SAWCUT, REMOVE, REPLACE 2" TYPE SP 12.5 ASPHALT	50	SY	$12.50	$ 625.00	Driveway & adjacent parking area at 3039 & 3041 E. Olive Rd to address ponding water, requires removal/replacement of asphalt grade, & inlet slot addition to structure S-302
121	MODIFY INLET TOP WITH TRAVERSABLE SLOT	1	LS	$400.00	$ 400.00	
CO3-17	TYPE F CURB & GUTTER (R/R)	50	LF	$11.70	$ 585.00	Widen driveway at 2419 Olive Rd to accommodate shared secondary access to 2390 Dora St, as requested by property owner to replace existing driveway. Remove and replace 45 SY of driveway at 3034 E Olive for driveway transition grading
122	REMOVE CONCRETE DRIVEWAY	108	SY	$14.00	$ 1,512.00	
CO3-18	4" FIBER REINFORCED CONCRETE DRIVEWAY	98	SY	$30.08	$ 2,947.84	
CO3-19	6" FIBER REINFORCED CONCRETE DRIVEWAY & BUS PADS	112	SY	$35.65	$ 3,992.80	Additional driveway at 2801 Olive Road for access to property requested by owner; Remove/replace driveway apron at 3111 E Olive 28 SY to match grades, and bus stop pad additions requested by Traffic Operations
CO3-42	36" RCP	2	LF	$88.24	$ 176.48	Plans called for 7', but only 5' was listed in CO2
CO3-45	14" x 23" ERCP	13	LF	$45.67	$ 593.71	Utility conflict between S228 & S229 change to 14"x23" ERCP to prevent conflict
CO3-49	6" PVC WM PIPE (C900)	31	LF	$22.82	$ 707.42	Waterline overrun; ECUA directed
CO3-50	8" DUCTILE IRON WM PIPE	5	LF	$65.22	$ 326.10	Waterline overrun; ECUA directed
CO3-51	12" PVC WM PIPE	59	LF	$25.00	$ 1,475.00	Waterline overrun; ECUA directed
CO3-54	4" DUCTILE IRON WM PIPE	35	LF	$68.49	$ 2,397.15	Waterline overrun; ECUA directed
CO3-55	1" PE WATER SERVICE (SHORT)	2	EA	$351.99	$ 703.98	Waterline overrun; ECUA directed
CO3-56	1" PE WATER SERVICE INSIDE 2" PE CASING (LONG)	1	EA	$1,431.06	$ 1,431.06	Waterline overrun; ECUA directed
CO3-61	8" FITTINGS (90, 45, 22, ETC)	3	EA	$559.02	$ 1,677.06	Waterline overrun; ECUA directed
CO3-71	12" FITTING (90, 45, 22, ETC)	7	EA	$753.46	$ 5,274.22	Waterline overrun; ECUA directed
CO3-79	CONNECT TO EXISTING 8" AND 6" MAIN WITH SOLID SLEEVE	1	EA	$902.49	$ 902.49	Waterline overrun; ECUA directed
123	3" PVC SDR 21 WATERMAIN	20	LF	$27.50	$ 550.00	ECUA directed waterline field change
124	6" x 3" REDUCER	1	EA	$600.00	$ 600.00	ECUA directed waterline field change
125	REMOVE 60 LF CHAIN LINK FENCE, INCLUDING CLEARING & GRUBBING	1	EA	$376.00	$ 376.00	Remove fence/clear right-of-way on East side of Caminiti along rear lot line of 8100 Chapperal Dr, to address residential complaint
126	REMOVE OAK TREE AT CORNER OF CAMINETTI WITH TREE SURGEON	1	LS	$867.00	$ 867.00	Oak Tree removal by Tree Surgeon in proximity of residential property and power lines
127	CORE MANHOLE STRUCTURE TO ACCOMIDATE 4" ROOF DRAIN, INSTALL 4" PVC PIPE, & CONNECT ROOF DRAIN	1	LS	$917.00	$ 917.00	Connect residential roof drain (at NE corner of Chapperal & Olive) to New stormdrain system previously connected to old drainage system.
128	CONCRETE DITCH REPAIRS AND RECONSTRUCT	1	LS	$14,732.97	$ 14,732.97	Undersized concrete ditch paving washed out in recent storm event; Work includes costs to repair washed out slopes, install additional ditch paving up side slopes to prevent future erosion, and regrass remaining slopes to prevent erosion.
129	FORM AND POUR THE P-5 TOP FOR S-268 TO MATCH THE CURB RADIUS IN LIEU OF USING STRAIGHT PRECAST TOP	1	LS	$3,481.00	$ 3,481.00	Inlet located in the NE curb radius of Caminitti & Olive requires a poured in place inlet top, as the shop drawing approved precast top has a straight configuration and casting that would not allow the top to be installed in the radius of the curb.
				Change Order #3 Total	**$ 41,345.28**	
				Accumulative Change Order Percentage Increase from last board approved CO.	0.8%	% accumulation considering CO#2 BCC approved 6/2/16
				Contract Total Costs Including Change Order 3:	**$ 5,336,957.46**	

CONSTRUCTION CHANGE ORDER

Change Order Number 03 Contractor Number PD 14-15.017

Date: 1/29/18 Dated

To: Chris Curb

Escambia County Engineering

Project Name: OLIVE ROAD EAST PHASE 1

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement: *Describe changes here;*

Change Order (CO#3) requests includes additive unit price quantities necessary to complete construction by addressing residential complaints, ECUA waterline overuns, bus stop pads requested by TT&O, and noted field additions found during inspections. CO#3 includes: Resident requested driveway widening at 2419 Olive Rd to provide secondary access to 2390 Dora St by replacing existing access with the addition of 53 SY of 4" reinforced concrete driveway, and 50 LF of replacement Type F-Curb and Gutter; Commercial driveway access at 2801 Olive Road requested by owner with 112 SY of 6" fiber reinforced concrete for the driveway including several 6" concrete transit bus stop pads for upgrade to meet ECAT needs requested by Traffic Operations; Inlet slot addition for S-302 lot line of 3039 & 3041 E. Olive to address ponding water in the driveway & adjacent parking area, requiring removal/replace of asphalt; and ECUA directed waterline additions necessary for installation. Using 14"x23" ERCP in lieu of 18" RCP between S228 & S229 to avoid Utility conflict, Removing a large oak tree at Caminetti and Olive (work performed by tree surgeon due to proximity of residential property and OH power lines); Connecting existing roof drain to new storm drain system from residential property at Chapperal & Olive that was originally connected to previous storm system; Repairing concrete ditch paving that was undersized and washed out from previous rain events, installing additional concrete ditch paving up the side slopes of undersized ditch, and re-grassing side slopes to prevent future erosion; Constructing a cast in place curved P-5 inlet top (S-268) in the radius of the concrete curb at Caminitti and Olive in lieu of the plans' pre-cast straight P-5. CO#3 also includes a Deduct for deleting FDOT Storm Manhole S242 and connecting skating rink roof drain directly into a different structure.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 4,531,541.13	720
Sum of Previous Changes	$ 764,071.05	256
This Change Order	$ 41,345.28	123
Adjusted Agreement Amount	$ 5,336,957.46	1099

This contract substantial completion date will be increased/decreased by 123 calendar days due to the Change Order. The new contract substantial completion date is 3/19/2018. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20____

By: Robby Williams Digitally signed by Robby Williams
Contractor

By: Digitally signed by Christopher A Curb DN: cn=Christopher A Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US 2018.01.31 14:29:38 -06'00'
Engineer

By: _____
Owner

Olive Road Weather Delays Summary for CO3

Period: 12/17/16 to 1/28/18

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
1	12/18/2016	Rain	CO 3	
2	12/19/2016	Rain	CO 3	
3	12/31/2016	Rain	CO 3	
4	1/1/2017	Rain	CO 3	
5	1/2/2017	Rain	CO 3	
6	1/6/2017	Rain	CO 3	
7	1/20/2017	Rain	CO 3	
8	1/21/2017	Rain	CO 3	
9	1/22/2017	Rain	CO 3	
10	2/7/2017	Rain	CO 3	
11	2/8/2017	Rain	CO 3	
12	2/21/2017	Rain	CO 3	
13	3/13/2017	Rain	CO 3	
14	4/3/2017	Rain	CO 3	
15	4/4/2017	Rain	CO 3	
16	4/5/2017	Rain	CO 3	
17	4/6/2017	Rain	CO 3	
18	4/30/2017	Rain	CO 3	
19	5/1/2017	Rain	CO 3	
20	5/4/2017	Rain	CO 3	
21	5/5/2017	Rain	CO 3	
22	5/12/2017	Rain	CO 3	
23	5/13/2017	Rain	CO 3	
24	5/30/2017	Rain	CO 3	
25	5/31/2017	Rain	CO 3	
26	6/1/2017	Rain	CO 3	
27	6/2/2017	Rain	CO 3	
28	6/5/2017	Rain	CO 3	
29	6/6/2017	Rain	CO 3	
30	6/7/2017	Rain	CO 3	
31	6/12/2017	Rain	CO 3	

Olive Road Weather Delays Summary for CO3

Period: 12/17/16 to 1/28/18

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
32	6/13/2017	Rain	CO 3	
33	6/14/2017	Rain	CO 3	
34	6/15/2017	Rain	CO 3	
35	6/16/2017	Rain	CO 3	
36	6/17/2017	Rain	CO 3	
37	6/18/2017	Rain	CO 3	
38	6/19/2017	Rain	CO 3	
39	6/20/2017	Rain	CO 3	
40	6/21/2017	Rain	CO 3	
41	6/22/2017	Rain	CO 3	
42	6/23/2017	Rain	CO 3	
43	6/24/2017	Rain	CO 3	
44	6/28/2017	Rain	CO 3	
45	6/30/2017	Rain	CO 3	
46	7/7/2017	Rain	CO 3	
47	7/10/2017	Rain	CO 3	
48	7/11/2017	Rain	CO 3	
49	7/17/2017	Rain	CO 3	
50	7/18/2017	Rain	CO 3	
51	7/24/2017	Rain	CO 3	
52	7/25/2017	Rain	CO 3	
53	8/3/2017	Rain	CO 3	
54	8/4/2017	Rain	CO 3	
55	8/7/2017	Rain	CO 3	
56	8/10/2017	Rain	CO 3	
57	8/11/2017	Rain	CO 3	
58	8/14/2017	Rain	CO 3	
59	8/15/2017	Rain	CO 3	
60	8/17/2017	Rain	CO 3	
61	8/18/2017	Rain	CO 3	
62	8/29/2017	Rain	CO 3	

Olive Road Weather Delays Summary for CO3

Period: 12/17/16 to 1/28/18

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
63	8/30/2017	Rain	CO 3	
64	9/8/2017 to 9/10/2017	Hurricane Irma	CO 3	GAB Material shortage due to Hurricane Irma. Unable to get any GAB (the critical path activity) during these dates. 19 days impacted, however requesting 7 contract days at this time.
65	9/11/2017-9/13	Hurricane Irma	CO 3	
66	9/16/2017 - 9/18/17	Hurricane Irma	CO 3	
67	9/21/2017-9/23	Hurricane Irma	CO 3	
68	9/24/2017-9/27	Hurricane Irma	CO 3	
69	9/30/2017	Hurricane Irma	CO 3	
70	10/1/2017-10/2	Hurricane Irma	CO 3	
71	10/6/2017	Hurricane Nate/Rain	CO 3	
72	10/7/2017	Hurricane Nate/Rain	CO 3	
73	10/8/2017	Hurricane Nate/Rain	CO 3	
74	10/9/2017	Hurricane Nate/Rain	CO 3	
75	10/10/2017	Rain	CO 3	
76	10/22/2017	Rain	CO 3	
77	10/23/2017	Rain	CO 3	
78	10/27/2017	Rain	CO 3	
79	10/28/2017	Rain	CO 3	
80	12/4/2017	Rain	CO 3	
81	12/5/2017	Rain	CO 3	
82	12/6/2017	Rain	CO 3	
83	12/8/2017	Rain/Temp	CO 3	
84	12/9/2017	Rain/Temp	CO 3	
85	12/10/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
86	12/11/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
87	12/13/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
88	12/15/2017	Rain	CO 3	
89	12/16/2017	Rain/Temp	CO 3	
90	12/17/2017	Rain	CO 3	
91	12/18/2017	Rain	CO 3	
92	12/23/2017	Rain	CO 3	
93	12/25/2017	Temp	CO 3	Too cold for concrete or asphalt per spec

Olive Road Weather Delays Summary for CO3

Period: 12/17/16 to 1/28/18

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
94	12/26/2017	Rain/Temp	CO 3	
95	12/27/2017	Rain/Temp	CO 3	
96	12/28/2017	Rain/Temp	CO 3	
97	12/29/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
98	12/30/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
99	12/31/2017	Temp	CO 3	Too cold for concrete or asphalt per spec
100	1/1/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
101	1/2/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
102	1/3/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
103	1/4/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
104	1/5/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
105	1/6/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
106	1/7/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
107	1/8/2018	Rain	CO 3	
108	1/9/2018	Rain	CO 3	
109	1/10/2018	Rain	CO 3	
110	1/11/2018	Rain	CO 3	
111	1/12/2018	Rain/Temp	CO 3	
112	1/13/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
113	1/14/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
114	1/15/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
115	1/16/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
116	1/17/2018	Rain/Temp	CO 3	
117	1/18/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
118	1/19/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
119	1/20/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
120	1/21/2018	Temp	CO 3	Too cold for concrete or asphalt per spec
121	1/22/2018	Rain	CO 3	
122	1/27/2018	Rain	CO 3	
123	1/28/2018	Rain	CO 3	

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	182328	Vendor Name:	Roads, Inc. of NWF		
Project Number:	10EN0363/15EN3244	P.O. Number:	150986	C.O. Number	3
Department:	Public Works/Engineering	P.D. Number:	14-15.017	Date:	12/18/14

Notes for Modifying the Scope of Award:

Change Order (CO#3) request includes additive and deductive unit price quantities necessary to complete construction by addressing residential issues identified during construction, ECUA directed waterline overuns/underruns, TT&O bus stop pads additions, and noted field items identified during inspections. CO#3 includes: Driveway widening at 2419 Olive Rd adding 18 SY of 4" concrete driveway, and 45 LF of Type F-Curb and Gutter; Commercial driveway access at 2801 Olive Road with 84 SY of 6" fiber concrete, several 6" concrete transit bus stop pads to satsify ECAT needs; Remove and replace 45 SY of concrete driveway at 3034 E Olive for driveway transition grading; Inlet slot addition at S-302 lot line of 3039 & 3041 East Olive to address ponding water in the driveway & adjacent parking area, requiring removal/replace of asphalt; Remove fence and clear ROW along the rear lot of 8100 Chapperal Drive along Caminitti Lane ROW; and several ECUA waterline additions and deductions necessary for complete installation. Previous CO#1 included additive/deductive unit price quantities for an Asbestos Survey, asbestos removal necessary for a building demolition permit at pond site, and deduction of unused ECUA insert-a-valve. Board approved CO#2 included items necessary for the extension of Olive Road Phase 1 per BCC on June 2, 2016 meeting. Due to CO#1 and CO#2, the original purchase order amount of $4,531,541.13 was decreased by $5,436.32, then increased by $769,507.37 to a project cost of $5,295,612.18, respectively. This CO#3 request increases $22,101.28 to the new project cost of $5,317,713.46. The contractor has requested 67 documented rain days. Additionally there were 19 days of GAB material shortage due to Hurricane Irma, which delayed construction approximately 7 days. Job duration is requested to be increased 74 days, from December 16, 2017, setting a new completion date of February 28, 2018.

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	
Adding Dollars to Line Item No:	1			$22,101.28	
Deleting Dollars from Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)

Previous Purchase Order Total Dollars:	$826,445.81
Net Dollars added or subtracted:	$22,101.28
New Purchase Order Total Dollars:	$848,547.09

Previous Contract Total Dollars:	$5,295,612.18
Net Dollars added or subtracted:	$22,101.28
New Contract Total Dollars:	$5,317,713.46

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210109	56301	10EN0363	$0.00	$212,894.79
210107	56301	15EN3244	$22,101.28	$635,652.30
				$848,547.09

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** _____

Contract Administrator's Certification & Approval: _____ **Date:** _____

Department Director: _____ **Date:** _____

F0020 (Revised 1/31/2008)

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Olive Road East Phase 1
Project ID: ENG1769 PD 14-15.017
Location: Olive Road East of Davis
Project Manager: Chris Curb
Date: 12/5/2017

Digitally signed by Christopher A Curb
DN: cn=Christopher A Curb, o=Public Works and Engineering, email=cacurb@myescambia.com, c=US
Date: 2017.12.05 09:37:34 -06'00'

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Change Order (CO#3) request includes additive and deductive unit price quantities necessary to complete construction by addressing residential issues identified during construction, ECUA directed waterline overuns/underruns, TT&O bus stop pads additions, and noted field items identified during inspections. CO#3 includes: Driveway widening at 2419 Olive Rd adding 18 SY of 4" concrete driveway, and 45 LF of Type F-Curb and Gutter; Commercial driveway access at 2801 Olive Road with 84 SY of 6" fiber concrete, several 6" concrete transit bus stop pads to satsify ECAT needs; Remove and replace 45 SY of concrete driveway at 3034 E Olive for driveway transition grading; Inlet slot addition at S-302 lot line of 3039 & 3041 East Olive to address ponding water in the driveway & adjacent parking area, requiring removal/replace of asphalt; Remove fence and clear ROW along the rear lot of 8100 Chapperal Drive along Caminitti Lane ROW; and several ECUA waterline additions and deductions necessary for complete installation. Previous CO#1 included additive/deductive unit price quantities for an Asbestos Survey, asbestos removal necessary for a building demolition permit at pond site, and deduction of unused ECUA insert-a-valve. Board approved CO#2 included items necessary for the extension of Olive Road Phase 1 per BCC on June 2, 2016 meeting. Due to CO#1 and CO#2, the original purchase order amount of $4,531,541.13 was decreased by $5,436.32, then increased by $769,507.37 to a project cost of $5,295,612.18, respectively.
This CO#3 request increases $22,101.28 to the new project cost of $5,317,713.46. The contractor has requested 67 documented rain days. Additionally there were 19 days of GAB material shortage due to Hurricane Irma, which delayed construction approximately 7 days. Job duration is requested to be increased 74 days, from December 16, 2017, setting a new completion date of February 28, 2018.

13 page (s).
Time shall be (increased/decreased by 54 calendar days. New completion date is 2/8/2018

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order # 3		$	$ 22,101.28
Contract PD# PD 14-15.017	Contractor **Roads Inc.**		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for Contractor:		$	$
New Balance of CIP Project		$ -	$ (22,101.28)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
	Fund	Project #	Project Name	Amount
To:				$
			Transfer	$

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\O\Olive Road East _ENG 1769 Davis Scenic\Funding\Quantity Tracking\Quantity tracking.xlsx

CONSTRUCTION CHANGE ORDER

Change Order Number 03 Contractor Number PD 14-15.017

Date: 10/9/17 Dated

To: Chris Curb

Escambia County Engineering

Project Name: OLIVE ROAD EAST PHASE 1

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

Change Order (CO#3) requests includes additive unit price quantities necessary to complete construction by addressing residential complaints, ECUA waterline overuns, bus stop pads requested by TT&O, and noted field additions found during inspections. CO#3 includes: Resident requested driveway widening at 2419 Olive Rd to provide secondary access to 2390 Dora St by replacing existing access with the addition of 53 SY of 4" reinforced concrete driveway, and 50 LF of replacement Type F-Curb and Gutter; Commercial driveway access at 2801 Olive Road requested by owner with 112 SY of 6" fiber reinforced concrete for the driveway including several 6" concrete transit bus stop pads for upgrade to meet ECAT needs requested by Traffic Operations; Inlet slot addition for S-302 lot line of 3039 & 3041 E. Olive to address ponding water in the driveway & adjacent parking area, requiring removal/replace of asphalt; and ECUA directed waterline additions necessary for installation. Using 14"x23" ERCP in lieu of 18" RCP between S228 & S229 to avoid Utility conflict.

	Dollars	Time in Calendar Days
Original Contract Amount	$4,531,541.13	720
Sum of Previous Changes	$764,071.05	256
This Change Order	$22,101.28	74
Adjusted Agreement Amount	$5,317,713.46	1050

This contract substantial completion date will be increased/decreased by 74 calendar days due to the Change Order. The new contract substantial completion date is 1/29/2018. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: November 27, 2017

By: Robby Williams, Vice-President
Contractor

By: Christopher A Curb
Digitally signed by Christopher A Curb
DN: cn=Christopher A Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US
Date: 2017.12.05 09:37:53 -06'00'

By:
Owner

Olive Road East Phase 1		PD 14-15.017		Change Order #3	Roads Inc.	Reason for Overages or Changes
Item No.	Description	Quantity	Unit	Unit Price	Amount	
	Deductions:					
CO3-39	18" RCP	-13	LF	$36.31	$ (472.03)	Utility conflict between S228 & S229 change to 14"x23" ERCP to prevent conflict
CO3-52	12" DUCTILE IRON WM PIPE	-8	LF	$59.31	$ (474.48)	Unused Waterline quantaties
CO3-53	6" DUCTILE IRON PIPE	-22	LF	$46.64	$ (1,026.08)	Unused Waterline quantaties
CO3-59	4" FITTINGS (90, 45, 22, ETC)	-2	EA	$218.07	$ (436.14)	Unused Waterline quantaties
CO3-60	6" FITTINGS (90, 45, 22, ETC)	-3	EA	$304.18	$ (912.54)	Unused Waterline quantaties
CO3-75	6" X 4" REDUCER	-1	EA	$459.76	$ (459.76)	Unused Waterline quantaties
CO3-80	CONNECT TO EXISTING 4", 3" AND 2" MAIN WITH SOLID SLEEVE	-1	EA	$479.80	$ (479.80)	Unused Waterline quantaties
CO3-86	6' x 14' DOUBLE CHAIN LINK SWING GATE, (2) 7' GATES	-1	EA	$891.20	$ (891.20)	Pond fence gate not needed due to future walking path addition.
	Additions:					
CO2-7	SAWCUT, REMOVE, REPLACE 2" TYPE SP 12.5 ASPHALT	50	SY	$12.50	$ 625.00	Driveway & adjacent parking area at 3039 & 3041 E. Olive Rd to address ponding water, requires removal/replacement of asphalt grade, & inlet slot addition to structure S-302
121	MODIFY INLET TOP WITH TRAVERSABLE SLOT	1	LS	$400.00	$ 400.00	
CO3-17	TYPE F CURB & GUTTER (R/R)	50	LF	$11.70	$ 585.00	Widen driveway at 2419 Olive Rd to accommodate shared secondary access to 2390 Dora St, as requested by property owner to replace existing driveway. Remove and replace 45 SY of driveway at 3034 E Olive for driveway transition grading
122	REMOVE CONCRETE DRIVEWAY	108	SY	$14.00	$ 1,512.00	
CO3-18	4" FIBER REINFORCED CONCRETE DRIVEWAY	98	SY	$30.08	$ 2,947.84	
CO3-19	6" FIBER REINFORCED CONCRETE DRIVEWAY & BUS PADS	112	SY	$35.65	$ 3,992.80	Additional driveway at 2801 Olive Road for access to property requested by owner; Remove/replace driveway apron at 3111 E Olive 28 SY to match grades, and bus stop pad additions requested by Traffic Operations
CO3-42	36" RCP	2	LF	$88.24	$ 176.48	Plans called for 7', but only 5' was listed in CO2
CO3-45	14" x 23" ERCP	13	LF	$45.67	$ 593.71	Utility conflict between S228 & S229 change to 14"x23" ERCP to prevent conflict
CO3-49	6" PVC WM PIPE (C900)	31	LF	$22.82	$ 707.42	Waterline overrun; ECUA directed
CO3-50	8" DUCTILE IRON WM PIPE	5	LF	$65.22	$ 326.10	Waterline overrun; ECUA directed
CO3-51	12" PVC WM PIPE	59	LF	$25.00	$ 1,475.00	Waterline overrun; ECUA directed
CO3-54	4" DUCTILE IRON WM PIPE	35	LF	$68.49	$ 2,397.15	Waterline overrun; ECUA directed
CO3-55	1" PE WATER SERVICE (SHORT)	2	EA	$351.99	$ 703.98	Waterline overrun; ECUA directed
CO3-56	1" PE WATER SERVICE INSIDE 2" PE CASING (LONG)	1	EA	$1,431.06	$ 1,431.06	Waterline overrun; ECUA directed
CO3-61	8" FITTINGS (90, 45, 22, ETC)	3	EA	$559.02	$ 1,677.06	Waterline overrun; ECUA directed
CO3-71	12" FITTING (90, 45, 22, ETC)	7	EA	$753.46	$ 5,274.22	Waterline overrun; ECUA directed
CO3-79	CONNECT TO EXISTING 8" AND 6" MAIN WITH SOLID SLEEVE	1	EA	$902.49	$ 902.49	Waterline overrun; ECUA directed
123	3" PVC SDR 21 WATERMAIN	20	LF	$27.50	$ 550.00	ECUA directed waterline field change
124	6" x 3" REDUCER	1	EA	$600.00	$ 600.00	ECUA directed waterline field change
125	REMOVE 60 LF CHAIN LINK FENCE, INCLUDING CLEARING & GRUBBING	1	EA	$376.00	$ 376.00	Remove fence/clear right-of-way on East side of Caminitti along rear lot line of 8100 Chapperal Dr, to address residential complaint
				Change Order #3 Total	**$ 22,101.28**	
				Accumulative Change Order Percentage Increase:	0.4%	% accumulation considering CO#2 BCC approved 6/2/16
				Contract Total Costs Including Change Order 3:	**$ 5,317,713.46**	

Olive Road Weather Delays Summary as of 10/9/17 for CO3

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
1	12/18/2016	Rain	CO 3	
2	12/19/2016	Rain	CO 3	
3	12/31/2016	Rain	CO 3	
4	1/1/2017	Rain	CO 3	
5	1/2/2017	Rain	CO 3	
6	1/6/2017	Rain	CO 3	
7	1/20/2017	Rain	CO 3	
8	1/21/2017	Rain	CO 3	
9	1/22/2017	Rain	CO 3	
10	2/7/2017	Rain	CO 3	
11	2/8/2017	Rain	CO 3	
12	2/21/2017	Rain	CO 3	
13	3/13/2017	Rain	CO 3	
14	4/3/2017	Rain	CO 3	
15	4/4/2017	Rain	CO 3	
16	4/5/2017	Rain	CO 3	
17	4/6/2017	Rain	CO 3	
18	4/30/2017	Rain	CO 3	
19	5/1/2017	Rain	CO 3	
20	5/4/2017	Rain	CO 3	
21	5/5/2017	Rain	CO 3	
22	5/12/2017	Rain	CO 3	
23	5/13/2017	Rain	CO 3	
24	5/30/2017	Rain	CO 3	
25	5/31/2017	Rain	CO 3	
26	6/1/2017	Rain	CO 3	
27	6/2/2017	Rain	CO 3	
28	6/5/2017	Rain	CO 3	
29	6/6/2017	Rain	CO 3	
30	6/7/2017	Rain	CO 3	
31	6/12/2017	Rain	CO 3	

Olive Road Weather Delays Summary as of 10/9/17 for CO3

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
32	6/13/2017	Rain	CO 3	
33	6/14/2017	Rain	CO 3	
34	6/15/2017	Rain	CO 3	
35	6/16/2017	Rain	CO 3	
36	6/17/2017	Rain	CO 3	
37	6/18/2017	Rain	CO 3	
38	6/19/2017	Rain	CO 3	
39	6/20/2017	Rain	CO 3	
40	6/21/2017	Rain	CO 3	
41	6/22/2017	Rain	CO 3	
42	6/23/2017	Rain	CO 3	
43	6/24/2017	Rain	CO 3	
44	6/28/2017	Rain	CO 3	
45	6/30/2017	Rain	CO 3	
46	7/7/2017	Rain	CO 3	
47	7/10/2017	Rain	CO 3	
48	7/11/2017	Rain	CO 3	
49	7/17/2017	Rain	CO 3	
50	7/18/2017	Rain	CO 3	
51	7/24/2017	Rain	CO 3	
52	7/25/2017	Rain	CO 3	
53	8/3/2017	Rain	CO 3	
54	8/4/2017	Rain	CO 3	
55	8/7/2017	Rain	CO 3	
56	8/10/2017	Rain	CO 3	
57	8/11/2017	Rain	CO 3	
58	8/14/2017	Rain	CO 3	
59	8/15/2017	Rain	CO 3	
60	8/17/2017	Rain	CO 3	
61	8/18/2017	Rain	CO 3	
62	8/29/2017	Rain	CO 3	

Olive Road Weather Delays Summary as of 10/9/17 for CO3

No. of Rain Days	Dates Impacted by events	Weather event	Weather days Granted in CO#__	Notes
63	8/30/2017	Rain	CO 3	
64	9/8/2017 to 9/10/2017	Hurricane Irma	CO 3	GAB Material shortage due to Hurricane Irma. Unable to get any GAB (the critical path activity) during these dates. 19 days impacted, however requesting 7 contract days at this time.
65	9/11/2017-9/13	Hurricane Irma	CO 3	
66	9/16/2017 - 9/18/17	Hurricane Irma	CO 3	
67	9/21/2017-9/23	Hurricane Irma	CO 3	
68	9/24/2017-9/27	Hurricane Irma	CO 3	
69	9/30/2017	Hurricane Irma	CO 3	
70	10/1/2017-10/2	Hurricane Irma	CO 3	
71	10/6/2017	Hurricane Nate/Rain	CO 3	
72	10/7/2017	Hurricane Nate/Rain	CO 3	
73	10/8/2017	Hurricane Nate/Rain	CO 3	
74	10/9/2017	Hurricane Nate/Rain	CO 3	

Note: Email documentation of specific rain days are on file.

PURCHASE ORDER NO. 150986-5
CHANGE DATE: 03/28/18

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/13/15	BUYER: PURCHASING MANAGER	REQ. NO.: 15001142	REQ. DATE: 02/11/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 5	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This change order increases time for this contract for a total of 40 days to account for 7 weather days, and 33 additional days as needed to make repairs to identified road base failure caused by moisture making the newcompletion date May 28, 2018. Change Order #1 was a deductive change order, in the amount of ($5,436. 32), Change Order #2, was an additive change order, in the amount of $769,507.37, approved by the Board on June 2, 2016. Change Order #3 and 4, in the amount of $41,345.28 were approved by the Board on 02/15/2018. CIP: Olive Road East Original PO Amount $4,531,541.13 Change Order Amt $ 805,416.33 New PO Amount $5,336,957.46		
01	.00	LOT	CONTRACT PD 14-15.017 "OLIVE ROAD EAST MULTI-LANE RECONSTRUCTION AND DRAINAGE PROJECT, PHASE I" BCC APPROVED 02/05/2015	.0000	.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	.00	15EN3244

PAGE TOTAL $	.00
TOTAL $	.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	182328	Vendor Name:	Roads, Inc. of NWF		
Project Number:	10EN0363/15EN3244	P.O. Number:	150986	C.O. Number	5
Department:	Public Works/Engineering	P.D. Number:	14-15.017	Date:	03/26/18

Notes for Modifying the Scope of Award:

This change order increases time for this contract for a total of 40 days to account for 7 weather days, and 33 additional days as needed to make repairs to identified road base failure caused by moisture making the new completion date May 28, 2018. Change Order #1 was a deductive change order, in the amount of ($5,436.32), Change Order #2, was an additive change order, in the amount of $769,507.37, approved by the Board on June 2, 2016. Change Order #3 and 4, in the amount of $41,345.28 were approved by the Board on 02/15/2018. CIP: Olive Road East

To Modify Existing Purchase Order:

		Quantity			
Adding Dollars to Line Item No:	0	Adjustment:		Amount:	$0.00
Deleting Dollars from Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$867,791.09
Net Dollars added or subtracted:	$0.00
New Purchase Order Total Dollars:	$867,791.09
Previous Contract Total Dollars:	$5,336,957.46
Net Dollars added or subtracted:	$0.00
New Contract Total Dollars:	$5,336,957.46

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210109	56301	10EN0363	$0.00	$212,894.79
210107	56301	15EN3244	$0.00	$654,896.30
				$867,791.09

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds is 100% of the new contract amount.

Robin Lambert
DN: cn=Robin Lambert, o=Public Works, email=rflamber@myescambia.com, c=US
Date: 2018.03.26 20:04:51 -05'00'

Request Prepared By: _____ **Date:** _____

Contract Administrator's Certification & Approval: _____ **Date:** _____

Department Director: _____ **Date:** _____

F0020 (Revised 1/31/2008)

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Olive Road East Phase 1
Project ID: ENG1769 PD 14-15.017
Location: Olive Road East of Davis
Project Manager: Chris Curb
Date: 3/19/2018

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Increase time for this contract at total of 40 days to account for 7 Weather Days and 33 additional days as needed to make repairs to identified road base failure caused by moisture.

1 page (s).

Time shall be (increased/decreased by 40 calendar days. New completion date is 5/28/2018

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order # 5		$	$ -
Contract PD# PD 14-15.017	Contractor **Roads Inc.**		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for		$	$
Contractor:			
New Balance of CIP Project		$ -	$ -

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$

	Fund	Project #	Project Name	Amount
To:				$

Transfer $

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\O\Olive Road East _ENG 1769 Davis Scenic\Funding\Quantity Tracking\Quantity tracking.xlsx

CONSTRUCTION CHANGE ORDER

Change Order Number 5 Contractor Number PD 14-15.017

Date: March 19, 2018 Dated _____

To: Chris Curb _____

_____ _____

Project Name: Olive Road East Phase 1

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

Increase time for this contract at total of 40 days to account for 7 Weather Days and 33 additional days time to make repairs to failed base. These days are contingent on stop work order being removed on 3-21-18.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 4,531,541.13	720
Sum of Previous Changes	$ ~~xxxxxxxxxx~~ 805,416.33	379
This Change Order	$ 0	40
Adjusted Agreement Amount	$ 5,336,957.46	1139 days

This contract substantial completion date will be increased/decreased by 40 calendar days due to the Change Order. The new contract substantial completion date is 4-28-2018. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: March 19th, 2018

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Olive Road East Phase 1
Project ID: ENG1769 PD 14-15.017
Location: Olive Road East of Davis
Project Manager: Chris Curb
Date: 7/10/2018

Christopher A Curb
Digitally signed by Christopher A Curb
DN: cn=Christopher A Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US
Date: 2018.07.10 08:21:28 -05'00'

Joy Jones
Joy Jones, o=Public Works, ou=Engineering, email=djjones@myescambia.com, c=US
2018.07.17 12:20:10 -05'00'

****

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This Change Order (CO#6) is a final project close out change order to deduct unused quantities and add field verified quantity overuns for project completion. Quantity overuns include concrete curbing, sidewalks, and driveways of which are a result of design quantity error; quanities were field verified for project close out. Field CEI verified sod overuns were a result of several factors (increased stabilzatiton areas to save a large oak tree in the pond, ROW on several side streets to transition into existing grades, and to address ditch grading/stabilization on Binkley up to Olive to resolve a drainage complaint at, etc.
Previous CO#1 included additive/deductive unit price quantities for an Asbestos Survey for building demolition at pond site, and deduction of unused ECUA quantities. Board approved CO#2 included items necessary for the extension of Olive Road Phase 1 per BCC on June 2, 2016 meeting. Due to CO#1 and CO#2, the original purchase order amount of $4,531,541.13 was decreased by $5,436.32, then increased by $769,507.37, respectively. CO#3 & CO#4 included additive and deductive unit price quantities necessary to complete construction by addressing residential issues identified during construction, ECUA directed waterline overuns/underruns, TT&O bus stop pads additions, and noted field items identified during inspections, as approved by the BCC on February 15, 2018 that increased $41,345.28 to the new project cost of $5,336,957.46. CO#5 was a time extension. This CO#6 request requires BOCC authorization to increase the contract amount by $25,042.49 to a total final contract amount of $5,361,999.95. No additional time is needed.

4 page (s).

Time shall be (increased/decreased by 0 calendar days. New completion date is _____

		Obligated		Required
Balance of CIP Project	$		$	
Funds for Original Construction Contract	$		$	
Funds for Construction Change Order # 6	$		$	25,042.49
Contract PD# PD 14-15.017 Contractor **Roads Inc.**				
Funds for Original Task Order				
Funds for Addendum # ___	$		$	
Task Order PD _____ Consultant _____	$		$	
Funds for Original Work Order				
Funds for Change Order # ___ to the Work Order	$		$	
Contract PD _____ Contractor _____	$		$	
Funds for Contingency	$		$	
Funds for Permit Fees	$		$	
Funds for Land Purchases	$		$	
Funds for Title Work	$		$	
Contract PD _____ Contractor _____				
Funds for _____ Contractor: _____	$		$	
New Balance of CIP Project	$	-	$	(25,042.49)

****

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name		Amount
From:				$	
	Fund	Project #	Project Name		Amount
To:				$	

Transfer $ _____

County Engineer _____ Transferred by _____ Transfer Date _____

Posted to Expedition _____
Date: _____

H:\ENG\FileSystem\Projects\O\Olive Road East _ENG 1769 Davis Scenic\Funding\Quantity Tracking\Quantity tracking.xlsx

CONSTRUCTION CHANGE ORDER

Change Order Number 06 Contractor Number PD 14-15.017

Date: 5/28/2018 Dated

To: Chris Curb

Escambia County Engineering

Project Name: OLIVE ROAD EAST PHASE 1

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

This Change Order (CO#6) is a final project close out change order to deduct unused quantities and add field verified quantity overuns for project completion. Quantity overuns include concrete curbing, sidewalks, and driveways of which are a result of design quantity error; quanities were field verified for project close out. Field CEI verified sod overuns were a result of several factors (increased stabilzatiton areas to save a large oak tree in the pond, ROW on several side streets to transition into existing grades, and to address ditch grading/stabilization on Binkley up to Olive to resolve a drainage complaint at, etc.
Previous CO#1 included additive/deductive unit price quantities for an Asbestos Survey for building demolition at pond site, and deduction of unused ECUA quantities. Board approved CO#2 included items necessary for the extension of Olive Road Phase 1 per BCC on June 2, 2016 meeting. Due to CO#1 and CO#2, the original purchase order amount of $4,531,541.13 was decreased by $5,436.32, then increased by $769,507.37, respectively. CO#3 & CO#4 included additive and deductive unit price quantities necessary to complete construction by addressing residential issues identified during construction, ECUA directed waterline overuns/underruns, TT&O bus stop pads additions, and noted field items identified during inspections, as approved by the BCC on February 15, 2018 that increased $41,345.28 to the new project cost of $5,336,957.46. CO#5 was a time extension. This CO#6 request requires BOCC authorization to increase the contract amount by $25,042.49 to a total final contract amount of $5,361,999.95. No additional time is needed.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 4,531,541.13	720
Sum of Previous Changes	$ 805,416.33	1139
This Change Order	$ 25,042.49	0
Adjusted Agreement Amount	$ 5,361,999.95	1139

This contract substantial completion date will be increased/decreased by 0 calendar days due to the Change Order. The new contract substantial completion date is 4/28/2018. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: May 28th, 2018

By: Robby Williams, VP
Contractor

By:
Engineer

By:
Owner

Olive Road East Phase 1		PD 14-15.017		Change Order #6	Roads Inc.		Reason for Overages or Changes
Item No.	Description	Quantity	Unit	Unit Price	Amount		
	Deductions:						
CO6-6	REMOVE AND REPLACE UNSUITABLE MATERIAL	-1000	CY	$9.81	$	(9,810.00)	Unused quantities; no unsuitable materials identified
CO6-7	1 1/2" TYPE SP 12.5 ASPHALT	-1277	SY	$6.71	$	(8,568.67)	Unused quantities, to be addresssed with Phase 2 work
CO6-8	MILL EXISTING ASPHALT, 0-1.5" THICKNESS	-1277	SY	$2.38	$	(3,039.26)	Unused quantities, to be addresssed withPhase 2 work
CO6-39	18" RCP	-45	LF	$36.31	$	(1,633.95)	Unused quantities, utilized 14"x 23" ERCP
CO6-102	St. Augustine Sod	-700	SY	$4.50	$	(3,150.00)	Deduction- Centipede Sod utilzed
CO6-85	6' CHAIN LINK FENCE	-304	LF	$13.54	$	(4,116.16)	Unused quantities due to field revisions
	Additions:	**Overages**					
CO6-17	TYPE F CURB & GUTTER	360	LF	$11.70	$	4,212.00	Overrun – quantity error & field verified
CO6-18	4" FIBER REINFORCED CONCRETE DRIVEWAY	126	SY	$30.08	$	3,790.08	Overrun – quantity error & field verified
CO6-19	6" FIBER REINFORCED CONCRETE DRIVEWAY	29	SY	$35.65	$	1,033.85	Overrun – quantity error & field verified
CO6-20	6' FIBER REINFORCED CONCRETE SIDEWALK	1583	LF	$18.94	$	29,982.02	Overrun – quantity error & field verified, as well as sidewalk damaged by ECUA garbage truck
CO6-82	CENTIPEDE SOD, STAKED	4783	SY	$3.26	$	15,592.58	Overrun – quantity error & field verified
130	CONCRETE _FILLED METAL BALLARDS	3	EA	$250.00	$	750.00	Ballards added to protect concrete sidewalk damaged by ECUA garbage dumpster trucks.

Change Order #6 Total	**$ 25,042.49**	
Accumulative Change Order Percentage Increase from last board approved CO:	1.2%	% accumulation considering CO#2 BCC approved 6/2/16
Contract Total Costs Including Change Order 6:	**$ 5,361,999.95**	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14501 **County Administrator's Report 9. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Change Order on Contract - PD 15-16.007 Pensacola Beach Congestion Management Plan
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Volkert, Inc., on Contract PD 15-16.007, Pensacola Beach Congestion Management Plan - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning a No Cost Increase Change Order to Volkert, Inc., on Contract PD 15-16.007, Pensacola Beach Congestion Management Plan:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Transferring Funds
Amount:	$0.00
Vendor:	Volkert, Inc.
Project Name:	Pensacola Beach Congestion Management Plan
Contract:	PD 15-16.007
PO#:	161017
CO#:	3
Original Contract Award:	$463,227.00
Cumulative Amount of Change Orders Through this CO:	$1,297,772.33
New Contract Amount:	$1,760,999.33

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Project #15EN3344; and Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Object Code 56301, Project #18EN0224]

BACKGROUND:

Meeting in regular session on February 18, 2016, the Board awarded an Agreement between Escambia County, Florida and Volkert, Inc. for Contract PD 15-16.007, Pensacola Beach Congestion Management Plan (CMP), in the amount of $463,227.00. The Board, at its regular meeting on May 30, 2017, reviewed and approved the CMP and gave direction to staff supporting Alternative C: Roundabouts with Pedestrian Underpasses as the long-term congestion relief option for the island.

At its regular meeting on June 22, 2017, the Board approved the entire LOST IV discretionary allotment for Commission District 4 (totaling $10M) to be dedicated to the design and implementation of Phases II and III, with the understanding that an additional $10M will be needed to fully implement both phases.

Meeting in regular session on July 18, 2017, the Board directed staff to prepare a Contract Amendment between the County and Volkert to begin the professional engineering (design) phases for both Phases II and III, and to present the Amendment with a respective Change Order at the next available board meeting.

Change Order #1 increased the previously agreed-upon contract amount of $463,227.00 by $1,341,682.33, to $1,804,909.33, to include the design services for Phases II and III.

Change Order #2 included an Administrative Change Order transferring the balance of funds for Change Order #1 from Fund 352 "LOST III" to Fund 353 "LOST IV" as per Board approval of August 3, 2017. In addition, this Change Order reduced the amount of the Purchase Order by ($79,851.57), which will deduct the design services for the parking area near the fire station - Task 4 (balance is $79,851.57). Board Action on March 1, 2018, approved the design and construction (if determined safe) of a new turn lane in the Casino Beach Parking Lot to accommodate internal traffic flows. Total Change Order is a deductive amount of ($43,910.00), Retain $35,941.57.

This Change Order, #3, is a No Cost Increase Change Order to reallocate funds in the amount of $25,165.00. The request is to reallocate monies from the Fire Station Parking Phase II, Task 4, to a new Task 4A (or invoice), Old VIC Building Parking Lot. Volkert will provide additional survey, plan development, plan production, coordination meetings, bid package production, pre-bid meeting, bid

tabulation review and limited construction oversight. See attached proposal for a full scope outline and man-hour breakdown. 376 days are requested to carry this contract through construction. There will be no additional funding needed at this time. Lease termination for the Old VIC building occurred at the July 11, 2018 Santa Rosa Island Authority Board meeting, lease expires September 30, 2018.

BUDGETARY IMPACT:

Funds are available in Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Project #15EN3344, and Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Object Code 56301, Project #18EN0224.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval, a Change Order will be submitted to the Office of Purchasing for processing.

Attachments

Map
BCC Action 021816
BCC Action 062217
BCC Action 071817
Change Order 1
Change Order 2
Change Order 3
Original PO and Contract

OLD VISITOR CENTER PARKING AREA/ACCESS UPGRADES
39 NEW PARKING SPACES:
19 MOTORCYCLE SPACES
20 VEHICLE SPACES

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

12. Approving the reallocation of funds from the Capital Improvement Program, totaling $13,500, as follows (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301):

	Project Name	District	Project No.
FROM	Pensacola Beach Master Plan Drainage Project (Drainage)	4	15EN3354
TO	Pensacola Beach Congestion Management Project (Transportation)	4	15EN3344

13. Taking the following action concerning the conveyance of an Easement for Electric Service, to Gulf Power Company, on County-owned property located on Beulah Road, for the Emerald Coast Utilities Authority Interim Material Recovery Facility (Funding Source: Fund 401, Solid Waste, Cost Center 230301, Object Code 54901):

A. Approving to grant an Easement for Electric Service to Gulf Power Company, as shown on Exhibit "A," on County-owned property located on Beulah Road, for the Emerald Coast Utilities Authority (ECUA) Interim Material Recovery Facility (IMRF); and

B. Authorizing the Chairman to sign the Easement document and any other documents associated with the granting of the Easement for Electric Service.

The Perdido Landfill, located at 13009 Beulah Road, has been identified as the site for the ECUA IMRF. To facilitate its plans to provide electrical service from Beulah Road into the IMRF, Gulf Power is requesting the conveyance of an Easement for Electric Service, as shown on Exhibit "A." Waste Services staff has reviewed this request and the construction plans for the IMRF, and supports Gulf Power's request for the said Easement.

12. Committee of the Whole Recommendation

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action, as recommended by the Committee of the Whole (C/W), at the June 15, 2017, C/W Workshop, as amended to include approving to identify the $10 million for District 4 to be placed against the Beach Congestion Management Plan:

A. Approving that each District will receive $10 million for discretionary money from Local Option Sales Tax IV, $1 million per year, per District, over ten years (C/W Item #5);

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action, as recommended by the Committee of the Whole (C/W), at the June 15, 2017, C/W Workshop, as amended to correct the amount of the Change Order to $462,658.92:

B. Approving a Change Order to J. Miller Construction, Inc., for $462,658.92, and directing the County Attorney to send a demand letter to Baskerville-Donovan, Inc., for that amount (C/W Item #6); and

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action, as recommended by the Committee of the Whole (C/W), at the June 15, 2017, C/W Workshop, as amended to also direct staff to continue working towards bringing back to the Board an action item to provide for the acquisition of Midtown Commerce Park properties from the EPA [Environmental Protection Agency], to include any necessary agreement with DEP [Department of Environmental Protection]; and direct staff to bring to the Board a marketing and development plan for the site no later than the August Committee of the Whole [Workshop]:

C. Approving to continue forward with taking the Midtown Commerce Park property over from the City of Pensacola, in accordance with the letter received from the City of Pensacola stating that at its June 11 meeting, the Pensacola City Council approved the Mayor's recommendations to deed to the County, at no cost, the real property located at 3910 North Palafox Street, to de-annex the portion of the Midtown Commerce Park currently under City jurisdiction, and agreeing not to annex any portion of the site, after development, for a period of 15 years (C/W Item #7).

Speaker(s):

Robert Rinke

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Letter of Support

Motion made by Commissioner Bergosh, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson absent, approving, and authorizing the Chairman to sign, a letter of support to include an eastbound right turn lane on the current construction project at the intersection of Woodside Drive and Mobile Highway.

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. USEPA Grant Proposal

Motion made by Commissioner Bergosh, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson absent, taking the following action concerning a United States Environmental Protection Agency (USEPA) Grant Proposal to establish an Estuary Program for Pensacola and Perdido Bays:

A. Approving the USEPA Grant Proposal to establish an Estuary Program for Pensacola and Perdido Bays; and

B. Authorizing staff to submit the Grant Proposal and letters of support to the USEPA on behalf of the Bay Area Resource Council (BARC).

2. PD 15-16.007

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, approving to table, to July 27, 2017, the recommendation that the Board take the following action concerning the Contract Amendment between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan (Funding Source: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107/56301, Project #15EN3344, "Pensacola Beach Congestion Management Plan"; funds have been allocated in LOST IV, Cost Center 210106, for this project):

A. Approve, and authorize the County Administrator to sign, the Amendment of Agreement for Professional Services between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan; and

(Continued on Page 26)

ITEMS ADDED TO THE AGENDA – COMMISSIONER UNDERHILL – Continued

2. Continued…

   B. Approve a Change Order to PD 15-16.007, Pensacola Beach Congestion Management Plan, for the negotiated amount of $256,825.00 for Phase II - Additional Parking Areas, and the negotiated amount of $1,084,857.33 for Phase III - Roundabouts with Pedestrian Underpasses, for a total of $1,341,682.33; the Change Order will increase the original contract amount from $463,227.00 to $1,804,909.33.

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Underhill declared the Regular Meeting of the Board of County Commissioners adjourned at 7:52 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
D. B. Underhill, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: August 3, 2017

PURCHASE ORDER NO. 161017-1

CHANGE DATE: 08/14/17

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

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
220584 FAX: 251-968-2318
VOLKERT INC
P O BOX 7434
MOBILE AL 36670

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/22/16	BUYER: PAUL NOBLES	REQ. NO.: 16001154	REQ. DATE: 02/19/16
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			BCC Approval on 08/03/2017. The Board approved Amendment to the Agreement for Professional Services between Escambia County, Florida and Volkert, Inc. per the terms and conditions of PD 15-16.007 "Pensacola Beach Congestion Management Plan" and a change order for the negotiated amount of $256,825.00 for Phase II - Additional Parking Areas, and the negotiated amount of $1,084,857.33 for Phase III - Roundabouts with Pedestrian Underpasses, for a total of $1,341,682.33. New contract amount will be $1,804,909.33.		
01	.00	LOT	CONTRACT PD 15-16.007 "PENSACOLA BEACH CONGESTION MANAGEMENT PLAN", LUMP SUM AMOUNT OF $448,227, PLUS ALLOWANCE OF $15,000, FOR A TOTAL OF $463,227. BCC APPROVAL 02/18/2016	1341682.3300	1,341,682.33

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	.00	15EN3344
01	210107	56301	1,341,682.33	17EN3994

PAGE TOTAL $	1,341,682.33
TOTAL $	1,341,682.33

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	220584	Vendor Name:	Volkert, Inc.		
Project Number:	17EN3994	P.O. Number:	161017	C.O. Number	1
Department:	Public Works/Engineering	P.D. Number:	15-16.007	Date:	08/11/17

Notes for Modifying the Scope of Award:

BCC Approval on 08/03/2017. The Board approved Amendment to the Agreement for Professional Services between Escambia County, Florida and Volkert, Inc. per the terms and conditions of PD 15-16.007 "Pensacola Beach Congestion Management Plan" and a change order for the negotiated amount of $256,825.00 for Phase II - Additional Parking Areas, and the negotiated amount of $1,084,857.33 for Phase III - Roundabouts with Pedestrian Underpasses, for a total of $1,341,682.33. New contract amount will be $1,804,909.33.

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	$1,341,682.33
Adding Dollars to Line Item No:	1				
Deleting Dollars from Line Item No:		Adjustment:		Amount:	$0.00

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)	08/03/17
Previous Purchase Order Total Dollars:	$463,227.00
Net Dollars added or subtracted:	$1,341,682.33
New Purchase Order Total Dollars:	$1,804,909.33
Previous Contract Total Dollars:	$0.00
Net Dollars added or subtracted:	$0.00
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	16EN3495	$0.00	$463,227.00
210107	56301	17EN3994	$1,341,682.33	$1,341,682.33

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: Robin Lambert — Digitally signed by Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US, Date: 2017.08.14 12:54:57 -05'00' **Date:**

Contract Administrator's Certification & Approval: **Date:**

Department Director: BCC APPROVAL 07/27/2017 **Date:**

F0020 (Revised 1/31/2008)

RESUME OF THE REGULAR BCC MEETING – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

3. Continued…

B. Approve the Minutes of the Special Board Meeting held July 27, 2017;

C. Approve the Minutes of the Attorney-Client Session held August 3, 2017;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 3, 2017;

E. Approve the Minutes of the Regular Board Meeting held August 3, 2017;

F. Approve the Minutes of the Attorney-Client Session held August 8, 2017; and

G. Approve the Minutes of the Special Board Meeting held August 8, 2017.

Approved 5-0

GROWTH MANAGEMENT REPORT – Horace Jones, Director,
Development Services Department

I. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings for September 7, 2017:

A. 5:46 p.m. – A Public Hearing [regarding] opting out of the Sector Plan and assigning a Future Land Use Category - Highway 29 and Neal Road - OSP-2017-01 (second of two public hearings) *(Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel)*; and

B. 5:47 p.m. – A Public Hearing [regarding] Sunbelt Crushing, LLC, permit renewal *(Summary: Review and approve, modify, or deny the renewal of a permit for an existing concrete recycling facility located at 2390 Longleaf Drive)*.

Approved 5-0

Speaker(s):

Jacqueline Rogers

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-12561 **Clerk & Comptroller's Report** **12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 08/17/2017
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop/Economic Development Summit, Part II, held July 26, 2017;

B. Approve the Minutes of the Special Board Meeting held July 27, 2017;

C. Approve the Minutes of the Attorney-Client Session held August 3, 2017;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 3, 2017;

E. Approve the Minutes of the Regular Board Meeting held August 3, 2017;

F. Approve the Minutes of the Attorney-Client Session held August 8, 2017; and

G. Approve the Minutes of the Special Board Meeting held August 8, 2017.

Attachments

20170726 CW Workshop Economic Summit Part II
20170803 Agenda Work Session

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.
6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Special Meeting –July 27, 2017– 9:00 a.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

   (PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

2. Was the Meeting Properly Advertised?

3. Commissioners' Forum.

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

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

5. Discussion Concerning the Proposed Escambia County, Florida, Budget for Fiscal Year 2017/2018

6. Recommendation Concerning the Fiscal Year 2017/2018 Certification of Taxable Value - Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2017/2018 Budget:

A. Certify the millage rates for Fiscal Year 2017/2018 as follows:

County-wide Operating – 6.6165
Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) – .685
Library MSTU – .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public, the millage rates must be certified by August 4, 2017.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2016/2017;

B. Certify the proposed millage rates at 2.91% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2017/2018;

D. Schedule a Public Hearing on the Fiscal Year 2017/2018 Budget for September 12, 2017, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of

Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2017/2018 non-ad valorem special assessment roll at 5:32 p.m., on September 12, 2017, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola Florida.

7. Recommendation Concerning a Contract Amendment between Escambia County, Florida, and Volkert, Inc., for Professional Engineering Services on Contract PD 15-16.007 Pensacola Beach Congestion Management Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Contract Amendment between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan:

A. Approve and authorize the County Administrator to sign the Amendment of Agreement for Professional Consulting Services between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan; and

B. Approve a Change Order to PD 15-16.007, Pensacola Beach Congestion Management Plan, for the negotiated amount of $256,825.00 for Phase II - Additional Parking Areas, and the negotiated amount of $1,084,857.33 for Phase III – Roundabouts with Pedestrian Underpasses, for a total of $1,341,682.33. The Change Order will increase the original Contract amount from $463,227.00 to $1,804,909.33.

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Project #15EN3344, "Pensacola Beach Congestion Management Plan." Funds have been allocated in LOST IV, Cost Center 210106 for this project.]

8. Adjourn.

AMENDMENT OF AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES (PD 15-16.007)

THIS AMENDMENT is made and entered into, 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 Volkert, Inc., a foreign for-profit corporation authorized to transact business in the State of Florida, FEI/EIN Number 63-0247014, whose principal address is 3809 Moffett Road, Mobile, AL 36618, and whose local address is 6601 North Davis Highway, Suite 53, Pensacola, FL 32504 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on February 22, 2016, the County previously entered into an Agreement for Professional Consulting Services with Consultant for tasks outlined in Escambia County's Request for Letters of Interest (PD 15-16.007) to provide a traffic congestion management plan for Pensacola Beach; and

WHEREAS, the parties have agreed to include additional services relating to Phase II and Phase II of the Project, which were previously outlined in the original scope of work; and

WHEREAS, pursuant to paragraph 6.1 of the Agreement, additional services or other changes in the scope of work must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to the initiation of any additional work; 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. **Exhibit "A"** to the Agreement, as referenced in Article 3 of the Agreement, is hereby amended to reflect that the Scope of Work shall include Phase II, Parking Lot Additions Design services as set forth in **Exhibit A-1**, attached hereto and incorporated herein, and Phase III, Alternative C, Roadway Design and Old Visitors Center Parking Area services as set forth in **Exhibit A-2**, attached hereto and incorporated herein.

3. **Exhibit "B"** to the Agreement, as referenced in Article 4, is hereby amended to reflect that the schedule for completion of Phase II services set forth in Exhibit A-1 shall be six (6) months from the date of the County's Notice to Proceed for Phase II. The schedule for completion of all Phase III services set forth in Exhibit A-2 shall be ten (10) months from the date of the County's Notice to Proceed for Phase III.

4. **Exhibit "C"** to the Agreement, as referenced in Article 5 of the Agreement, is hereby amended to reflect that the fee schedule shall include fees for Phase II, Parking Lot Additions Design services as enumerated in **Exhibit C-1**, attached hereto and incorporated herein, and fees

for Phase III, Alternative C, Roadway Design and Old Visitors Center Parking Area services as enumerated in **Exhibit C-2**, attached hereto and incorporated herein.

5. Paragraph 5.1 of the Agreement relating to "Compensation" is hereby amended to reflect that the Consultant shall be compensated for Phase II services provided in **Exhibit A-1** in a total amount not to exceed $256,825.00, and for Phase III services provided in **Exhibit A-2** in a total amount not to exceed $1,084,857.33.

6. Paragraph 9.3 of the Agreement relating to "Records" is hereby amended as follows:

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

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. 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 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: 8/1/17

Approved as to form and legal sufficiency.
By/Title:
Date: 7/18/17

BCC Approved: 07-27-2017

CONSULTANT: VOLKERT INC.

Corporate Secretary

By: _____
David M. Webber, P.E. Senior Vice President

Date: 8/1/17

(SEAL)

VOLKERT

Volkert, Inc.
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

July 17, 2017

Mr. David Forte, Division Manager
Transportation and Traffic Ops Division
Escambia County
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Pensacola Beach Congestion Management Plan- Supplement #1-
Phase II- Parking Lot Additions- Scope of Services and Fee Proposal- Revised
Escambia County Contract # PD 15-16.007 / PO161017

Dear Mr. Forte,

Volkert, Inc. is pleased to provide the included professional services scope of work for the Pensacola Beach Congestion Management Plan- Parking Lot Additions Project. In accordance with the Escambia County BOCC recommendations we will be providing survey, geotechnical, GPR, design, permitting and Limited Construction oversight for the Casino Beach Parking Area and Parking Area near the Fire Station.

The Scope of Services will include the following:

Task 1- Surveying Services:

Surveying Services:

- Provide Boundary, Topographic and Location Survey of the existing parcels for the proposed parking lots additions including existing buildings, trees, utilities, above ground improvements, adjacent roadways, driveways, GPR locations, etc. Topographic Survey to be in Accordance State Plane Coordinates,

NAVD 88 Elevation Data and in accordance with the Escambia County Guidelines and the Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers

- Surveyor to provide review copy for submittal prior to Engineering Design
- Surveyor to verify control points in place prior to start of construction
- All work to be completed in accordance Pittman Glaze proposal dated June 17, 2017

Deliverables:

- Signed and Sealed Topographical/Location Survey- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

VOLKERT

Volkert, Inc.
6601 N. Davis Highway
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Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

Task 2- Geotechnical Services:

Geotechnical Services:

- Parking Area near Fire Station Complete 16 Auger Borings (up to 160 LF of drilling)
  Parking Area near Sheriff's Substation- Complete 20 Auger Borings (up to 200 LF of drilling)
- GPR Services for the Entrance Points for Parking Areas and Trolley Turn-off
- Water table determination- Including at High-tide and Low-Tide
- Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt)
- Laboratory analysis to include limited classification tests, moisture content and permeability tests
- Engineering evaluation and reporting for pavement buildup and light pole foundations
- All work to be completed in accordance NOVA proposal dated June 17, 2017

Deliverables:

- Signed and Sealed Copy of Final Geotechnical Report- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Task 3- Civil Design Services for Casino Beach Parking Area:

Engineering Services:

- Coordination with Escambia County Staff and NWFWMD
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Base substitution request to Escambia County Engineer
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Parking area Sketch and Rendering- 60%, 90% and 100%.
- Plan Reviews with County Staff, Pensacola Beach Sheriff and SRIA for Each Submittal including cursory review meeting prior to submittals- 60%, 90% and 100%
- Schedule updates at each submittal- 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement and FDOT average- initial draft at 60%, final draft at 90% and final at 100%.
- Provide Complete Parking Lot Lighting Design in accordance with included Lighting Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor

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- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies. Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf) Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Cost Estimate - 1 Hard Copy, 1 electronic copy (original format and .pdf)
  Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Provide Environmental Permitting in accordance with included Environmental Proposal 17-P0605

Landscape Architecture Services:

- Provide Landscape Architecture Services in accordance proposal from Jerry Pate Design dated June 12, 2017

Task 4- Civil Design Services for Parking Area near Fire Station:

Engineering Services:

- Coordination with Escambia County Staff and NWFWMD
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Base substitution request to Escambia County Engineer
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Parking area Sketch and Rendering- 60%, 90% and 100%.
- Plan Reviews with County Staff, Pensacola Beach Sherriff and SRIA for Each Submittal including cursory review meeting prior to submittals- 60%, 90% and 100%

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- Schedule updates at each submittal- 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement and FDOT average- initial draft at 60%, final draft at 90% and final at 100%.
- Provide Complete Parking Lot Lighting Design in accordance with included Lighting Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections Summary of Pay Items/Details/Summary of Quantities, response to received comments - All items to be provided in Electronic(.pdf) and 2 Hard Copies.
  Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
  Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Provide Environmental Permitting in accordance with included Environmental Proposal 17-P0603

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Landscape Architecture Services:

- Provide Landscape Architecture Services in accordance proposal from Jerry Pate Design dated June 12, 2017

Fees: In accordance with included man-hour fee proposal.

Schedule: Work will be scheduled upon receipt of authorization and will continue until complete in order to meet the agreed upon schedule.

Should you have any questions or comments, please give me a call.

Sincerely,

Mike Warnke, P.E.
Project Manager
Volkert, Inc.

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

July 17, 2017

Mike Warnke
Volkert, Inc.
(850) 512-8935

Ref: Pensacola Beach Parking Lot Additions

Dear Mr. Warnke:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work – Site 1- Area near Fire Station
Boundary - topo - adjacent improvements - topo to centerline of Via Deluna

Field Work	*Hours*	*Cost*
1. Horizontal Control	*5 hrs.*	
2. GPS	*2 hrs.*	
3. Vertical Control (NAVD 88)	*2 hrs.*	
4. Locate improvements	*6 hrs.*	
5. Topo shots (50' grid)	*10 hrs.*	
6. Verify control before construction	*4 hrs.*	
Total Field Crew	*29 hrs.*	*$4,060.00*

Office Work	*Hours*	*Cost*
1. Drafting/calculations/research	*10 hrs.*	*$650.00*
2. Professional Land Surveyor/Supervision	*5 hrs.*	*$475.00*
Subtotal		*$5,185.00*

Scope of Work – Site 2 – Casino Beach Parking Area
Approximate Boundary - topo - adjacent improvements - topo to centerline of Via Deluna

Field Work	*Hours*	*Cost*
1. Horizontal Control	*5 hrs.*	
2. GPS	*2 hrs.*	
3. Vertical Control (NAVD 88)	*2 hrs.*	
4. Locate improvements	*3 hrs.*	
5. Topo shots (50' grid)	*6 hrs.*	
6. Verify control before construction	*4 hrs.*	
Total Field Crew	*22 hrs.*	*$3,080.00*

Office Work	*Hours*	*Cost*
1. Drafting/calculations/research	*8 hrs.*	*$520.00*
2. Professional Land Surveyor/Supervision	*5 hrs.*	*$475.00*
Subtotal		*$4,075.00*

✦5700 N. Davis Hwy., Ste. 3, Pensacola, FL 32503 ✦ ph (850) 434-6666 ✦ fx (850) 434-6661 ✦
✦ www.pittmanglaze.com ✦ email: pgasurvey@bellsouth.net ✦

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

Scope of Work – Site 3 – Old Visitor Center Area
Approximate Boundary - topo - adjacent improvements - topo to centerline of adjacent roads

Field Work	*Hours*	*Cost*
1. Horizontal Control	*4 hrs.*	
2. GPS	*1 hrs.*	
3. Vertical Control (NAVD 88)	*2 hrs.*	
4. Locate improvements	*3 hrs.*	
5. Topo shots (50' grid)	*6 hrs.*	
6. Verify control before construction	*2 hrs.*	
Total Field Crew	*18 hrs.*	*$2,520.00*

Office Work	*Hours*	*Cost*
1. Drafting/calculations/research	*6 hrs.*	*$390.00*
2. Professional Land Surveyor/Supervision	*3 hrs.*	*$285.00*
Subtotal		*$3,195.00*

Grand Total ***$12,455.00***

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 ✦

NOVA

July 17, 2017

Mr. Mike Warnke, P.E.
Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Project 2g
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20170214r3

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested geotechnical explorations for the additional parking lots (Project 2g) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road.

Please note; this exploration is limited to the high mast lighting foundation and pavement section design aspects of the planned improvements project; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the aforementioned parking lot additions to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that continuously sampled auger boring data will be sufficient to evaluate the subsurface conditions at each proposed parking lot area, and SPT borings will be sufficient to analyze the lighting foundations.

All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend performing the following field services to evaluate the subsurface conditions present:

Via De Luna Drive near Avenue 17

- Perform eight (8), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform eight (8), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).
- Perform GPR scanning for a 25'x50' area at two (2) entrance drives off Via De Luna Drive.

Fort Pickens Road near Sheriff Substation

- Perform ten (10), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform ten (10), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).
- Perform GPR scanning for a 25'x50' area at two (2) entrance drives off Fort Pickens Road.

Via De Luna Drive at Old Visitor Center

- Perform two (2), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform two (2), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. ***Laboratory testing will also include limited classification tests (up to 12 fines content tests, 12 natural moisture content determinations and 3 LBR tests) of representative soils.***

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.

If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation in the proposed parking lot areas.
- Foundation recommendations for the proposed high mast lighting (borings to be completed and report updated at 60% submittal).
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- GPR scan results (including maps showing approximate locations of subsurface utilities).
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading, high mast lighting foundation, and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the CLIENT prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process, and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- Via De Luna Drive near Avenue 17: Complete 16 soil test borings (up to 160 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting, GPR Scan Results.....$ 5,250 Lump Sum

- Fort Pickens Road near Sheriff Substation: Complete 20 soil test borings (up to 200 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting, GPR Scan Results.....$ 6,250 Lump Sum

- ~~Via De Luna Drive at Old Visitor Center: Complete 4 soil test borings (up to 40 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting.....$ 1,900 Lump Sum~~

- TOTAL IF ALL WORK IS COMPLETED UNDER ONE REPORT .....$11,950 Lump Sum

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 1-2 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the lab work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL LLC

Jesse James, E.I.
Staff Engineer

William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement
Schedule of Fees – Geotechnical Services
General Terms & Conditions

NOVA

Professional Services Agreement

Date: July 17 2017	**Proposal Number:** 016-20170214r3
PROJECT NAME AND ADDRESS: **PBCMP – PROJECT 2G** Pensacola Beach, Escambia County, Florida	**CLIENT NAME AND ADDRESS:** **Volkert, Inc.** 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 512-8935 Fax:

Geotechnical Services (reference Scope of Work included herein)

		Accepted
Via De Luna Drive near Avenue 17 – Lump Sum	$ 5,250	☐
Fort Pickens Road near Sheriff's Substation – Lump Sum	$ 6,250	☐
~~Via De Luna Drive at Old Visitor Center – Lump Sum~~	~~$ 1,900~~	~~☐~~
All Referenced Work Herein Completed Under One Report –Lump Sum	$ 11,950	☐

Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.

All work provided by NOVA will be governed by the attached General Terms and Conditions. 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	Federal Tax ID

GEOTECHNICAL SERVICES
2017 SCHEDULE OF FEES

ENGINEERING SERVICES *For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations, etc.*

Geotechnical Aide	per hour	$ 78.00
Staff Engineer	per hour	$ 88.00
Project Engineer and/or P.E.	per hour	$ 100.00
Senior Engineer, P.E.	per hour	$ 140.00
Chief Engineer, P.E.	per hour	$ 170.00
Principal Materials Consultant	per hour	$ 170.00

DRILLING SERVICES *Drilling services including costs for mobilization and fieldwork will be quoted upon request.*

Mobilization	lump sum	$ 500.00
Soil Test borings (n<50 bpf)	per foot	$ 12.50
Borings deeper than 50 feet will have a $2.50 per foot surcharge		
Casing (where required) less than 50 feet	per foot	$ 7.00
Undisturbed Sampling	each	$ 175.00
Extra Split-spoon samples	each	$ 45.00
Difficult Moving or Standby	per hour	$ 225.00
Clearing: light clearing performed by drill crew	per hour	$ 225.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	$ 75.00
Natural Moisture Content	per test	$ 15.00
Organic Content	per test	$ 75.00
Standard Proctor	per test	$ 125.00
Modified Proctor	per test	$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	$ 425.00
Grain Size Analysis	per test	$ 100.00
Percent Fine than No. 200 sieve	per test	$ 65.00
Constant/Falling Head Permeability Testing	per test	$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion	per test	$ 225.00
Triaxial Shear Testing *(3 point CU)*	per test	$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	$ 58.00
Vehicle Trip Charge	per mile	$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

Note: Personnel time expended will be invoiced in ½ hour increments.

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782

17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682

NOVA

AAP®
AASHTO R18

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.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

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 hereundor. 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.

Interoffice **MEMO**

To: Mike Warnke
From: Brett Gaar BG
CC: Paige Felts
Date: June 6, 2017
Re: Pensacola Beach Parking Lot Near Pensacola Pier (Environmental Proposal 17-P0605)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)/ NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) – ENVIRONMENTAL RESOURCE PERMIT

The FDEP's Environmental Resource Permit regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate storm water runoff from upland construction, as well as dredging and filling in wetlands and other surface waters. Volkert will assist the Client with the following:

- Preparation of permit application.
- Preparation of necessary attachments.
- Site visit FDEP/NWFWMD staff.

The Work Described Above Will Be Performed for A Lump Sum Fee Of $3,500.00. This service does not include survey costs, application fees, or costs for additional studies that may be required (e.g. archaeological, T & E surveys).

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) – COASTAL CONSTRUCTION CONTROL LINE OR FIFTY-FOOT SETBACK PERMIT

A coastal construction control line (CCCL) is intended to define that portion of the beach and dune system which is subject to severe fluctuations caused by a 100-year storm surge, storm waves, or other forces such as wind, wave, or water level changes. These fluctuations are a necessary part of the natural functioning of the coastal system and are essential to post-storm recovery, long term stability, and the preservation of the beach and dune system. However, imprudent human activities can adversely interfere with these natural processes and alter the integrity and functioning of the beach and dune system. The control line and 50-foot setback call attention to the special hazards and impacts associated with the use of such property, but do not preclude all development or alteration of coastal property seaward of such lines.

- In order to demonstrate that construction is eligible for a permit, the applicate shall provide the Department with sufficient information pertaining to the proposed project to show that adverse and other impacts associated with the construction have been minimized and that the construction will not result in a significant adverse impact.

- The construction will not result in removal or destruction of native vegetation which will either destabilize a frontal, primary, or significant dune or cause a significant adverse impact to the beach and dune system due to increased erosion by wind or water.

- The construction will not result in removal or disturbance of in situ sandy soils of the beach and dune system to such a degree that a significant adverse impact to the beach and dune system would result from either reducing the existing ability of the system to resist erosion during a storm or lowering existing levels of storm protection to upland properties and structures.

- The construction will not direct discharge of water or other fluids in a seaward direction and in a manner, that would result in significant adverse impacts. For the purpose of this rule section, construction shall be designed so as to minimize erosion induced surface water runoff within the beach and dune system and to prevent additional seaward or off-site discharges associated with a coastal storm event.

  a) The construction will not result in the net excavation of the in-situ sand soils seaward of the coastal line or 50-foot setback.
  b) The construction will not cause an increase in structure-induced scour of such magnitude during a storm that the structure-induced scour would result in a significant adverse impact.
  c) The construction will minimize the potential for wind and waterborne missiles during a storm.
  d) The activity will not interfere with public access.
  e) The construction will not cause a significant adverse impact to marine turtles, or the coastal system.
  f) Sandy material excavated seaward of the control line or 50-foot setback shall be maintained on site seaward of the control line or 50-foot setback and be placed in the immediate area of construction unless otherwise specifically authorized by the Department.

The work described above will be performed for a Lump Sum fee of $8,000.00. This Lump Sum fee does <u>not</u> include survey costs or application fees.

BIOLOGICAL ASSESSMENT

Volkert will prepare a Biological Assessment (BA) for submittal to the U.S. Fish and Wildlife Service. The report will evaluate alternatives to avoid and minimize impacts to sea turtles and migratory birds.

The work described above will be performed for a Lump Sum fee of $40,000.00.

Interoffice **MEMO**

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT APPLICATION

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to FDEP with the appropriate fee.

- Develop a Stormwater Pollution Prevention Plan (SWPPP) which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This SWPPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the SWPPP.

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.

- Information necessary to complete the NOI, as requested during the telephone interview.

- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.

- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by FDEP, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

The work described above will be performed for a Lump Sum fee of $2,250.00. This Lump Sum fee does include the required FDEP Permit.

THE LUMP SUM FEE TO PERFORM THE ENVIRONMENTAL SERVICES LISTED ABOVE IS $53,750.00.

Interoffice **MEMO**

To: Mike Warnke
From: Brett Gaar BG
CC: Paige Felts
Date: June 6, 2017
Re: Pensacola Beach Parking Lot East of Fire Station
(Environmental Proposal 17-P0603)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)/ NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) – ENVIRONMENTAL RESOURCE PERMIT

The FDEP's Environmental Resource Permit regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate storm water runoff from upland construction, as well as dredging and filling in wetlands and other surface waters. Volkert will assist the Client with the following:

- Preparation of permit application.
- Preparation of necessary attachments.
- Site visit FDEP/NWFWMD staff.

The Work Described Above Will Be Performed for A Lump Sum Fee Of $3,500.00. This service does not include survey costs, application fees, or costs for additional studies that may be required (e.g. archaeological, T & E surveys).

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT APPLICATION

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to FDEP with the appropriate fee.

- Develop a Stormwater Pollution Prevention Plan (SWPPP) which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This SWPPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the SWPPP.

Interoffice **MEMO**

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOI, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by FDEP, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

The Work Described Above Will Be Performed for A Lump Sum Fee of $2,250.00. This Lump Sum fee does include the required FDEP permit application fee.

THE LUMP SUM FEE TO PERFORM THE ENVIRONMENTAL SERVICES LISTED ABOVE IS $5,750.00.

LIGHTING SCOPE OF WORK
FOR PARKING LOTS
PENSACOLA BEACH CONGESTION IMPROVEMENTS
PENSACOLA, FLORIDA

Description of Work:

Provide lighting design for 3 new parking lots.

Design Approach:

A photometric analysis will be performed using the AGI32 lighting software by Lighting Analysts to determine light pole locations for specified luminaires. LED light sources will be utilized unless otherwise directed; types/styles of luminaires will be coordinated with Owner prior to design.

The lighting design will provide maintained averages and uniformities in accordance with the latest edition of Illuminating Engineering Society of North America (IESNA) RP-20-14 as applicable to open parking and pedestrian areas.

A single layout will be designed to allow for at least two (2) manufacturer's luminaires to use the same pole locations and mounting heights and still meet or exceed IESNA minimum recommendations.

One (1) single line wiring diagram will be designed based on the highest manufacturer's luminaire and ballast/driver load.

Where feasible, new light poles will be connected to existing circuits. New service points and/or circuits will be considered on a case by case basis.

Lighting designs will be provided for 3 new parking lots associated with this project, located as follows:

1. Adjacent to the existing Fire Station
2. At the Pensacola Beach Gulf Pier near the Sheriff's Substation
3. For the relocated visitor's center building

Volkert will provide lighting designs using FSW-approved turtle-friendly luminaires where required and will coordinate with Fish and Wildlife accordingly during the project.

Deliverables:

Lighting plans will be created and included in the overall plan set. This will include general electrical notes, lighting layouts, wiring diagrams, pole schedules, design criteria, and construction details including pole foundations.

Cadd files will be in Microstation or AutoCAD format. All project files will be submitted on DVD or CD's at the end of the project. Project files will include voltage drop calculations, lighting calculations, correspondence, cadd files, luminaire/pole cut sheets, and an Engineer's opinion of probable construction costs based on unit prices from FDOT and/or RS Means.

Limited Construction Administration services will be included under this contract to address contractor questions, perform submittal reviews, and to monitor the contractor's work with regards to installation of turtle-friendly luminaires.

Assumptions:

- Volkert will stake all proposed pole locations (if required) prior to review meeting
- One (1) review meeting is anticipated
- Borings and Passive Pressure Graphs or L-piles to be provided by a Volkert sub consultant

Excluded from Scope of Services:

Re-design of existing parking lot lighting systems
FAA coordination
Railroad coordination
Development of Record Drawings

Jerry Pate Design

June 12, 2017

Mr. Mike Warnke
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

RE: Pensacola Beach Congestion Management Plan-Landscape Architecture Proposal

Dear Mr. Warnke:

Jerry Pate Design, Inc. is pleased to submit this proposal for landscape architectural services related to the Pensacola Beach Congestion Management Plan for Project 1-Via De Luna Roundabouts and Pedestrian Underpasses; Project 2-Sheriff Substation Parking Lot; Project 3-Old Visitor Center Parking Lot; Project 4-Existing Fire Station Parking Lot. This proposal is based upon the Landscape Architecture Scope of Services outlined below and the schematic site master plans noting the area of work for each scope and objectives for the project, our communications on scope and objectives, and the level of effort required to complete the scope of services.

Landscape Architecture Services—This service will involve the landscape architecture, to include planting design, hardscape design and irrigation design for each project as outlined below (Design of monument signage or artwork at roundabout focal points is not included). Jerry Pate Design will attend and participate in the required and pertinent project meetings and presentations throughout the design process.

- Coordinate with Project Civil Engineer
- Consultation with Project Civil Engineer during Site Planning Phase
- Provide complete landscape, hardscape and irrigation design plans and specifications for the proposed improvements- 30%, 90% and final
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- preliminary at 30%, final draft at 90% and final at 100%
- Construction Inspection Services for Landscaping/Irrigation/Hardscape Installation Oversight

These services do not include any surveying or engineering services. Permit fees will be an additional cost to the owner.

Fee Summary—Our fee summary is presented as follows.

Project 1--Via De Luna Roundabouts and Pedestrian Underpasses

Consult during Site Planning Phase	$3,205
30% Documents	$7,650
90% Documents	$11,600

Final Documents	$10,550
Construction Inspection	$4,275
Total LA Fees	**$37,280**

Project 2-Sheriff Substation Parking Lot

Consult during Site Planning Phase	$1,705
30% Documents	$5,980
90% Documents	$7,200
Final Documents	$5,500
Construction Inspection	$1,630
Total LA Fees Project 2a	**$22,015**

~~**Project 3-Old Visitor Center Parking Lot**~~

~~Consult during Site Planning Phase~~	~~$450~~
~~30% Documents~~	~~$3,950~~
~~90% Documents~~	~~$3,950~~
~~Final Documents~~	~~$2,425~~
~~Construction Inspection~~	~~$720~~
~~**Total LA Fees**~~	~~**$11,495**~~

Project 4-Existing Fire Station Parking Lot

Consult during Site Planning Phase	$1,075
30% Documents	$5,450
90% Documents	$6,075
Final Documents	$4,025
Construction Inspection	$1,020
Total LA Fees	**$17,645**

Hourly Fee Summary

Lead Landscape Architect	$150/hr
Landscape Architect Associate	$125/hr
Certified Irrigation Designer	$110/hr
CAD Designer	$75/hr
Administration	$50/hr

We look forward to providing you these landscape architectural services for the Pensacola Beach Congestion Management Plan. Please feel free to call me should you have any questions regarding this proposal.

Sincerely,

Steve Dana
Vice President
Jerry Pate Design

Jerry Pate Design

Volkert Pensacola Beach Fee Breakdown

12-Jun-17

	Lead LA @$150/hr		LA Associate @ $125/hr		CID @ $110/hr		CAD Designer @ $75/hr		Admin @ $50/hr		
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Proposed Fee
Project 1 - Via De Luna Roundabouts and Pedestrian Underpasses	150		125		110		75		50		
Consult During Site Planning	15	$ 2,250.00	5	$ 625.00	3	$ 330.00	0	$ -	0	$ -	$ 3,205.00
30% Docs	20	$ 3,000.00	20	$ 2,500.00	5	$ 550.00	20	$ 1,500.00	2	$ 100.00	$ 7,650.00
90% Docs	25	$ 3,750.00	40	$ 5,000.00	10	$ 1,100.00	22	$ 1,650.00	2	$ 100.00	$ 11,600.00
Final Docs	20	$ 3,000.00	30	$ 3,750.00	20	$ 2,200.00	20	$ 1,500.00	2	$ 100.00	$ 10,550.00
Construction Inspection	20	$ 3,000.00	5	$ 625.00	5	$ 550.00	0	$ -	2	$ 100.00	$ 4,275.00
Total		$ 15,000.00		$ 12,500.00		$ 4,730.00		$ 4,650.00		$ 400.00	$ 37,280.00
Project 2 - Sheriff Substation Parking Lot											
Consult During Site Planning	5	$ 750.00	5	$ 625.00	3	$ 330.00	0	$ -	0	$ -	$ 1,705.00
30% Docs	15	$ 2,250.00	10	$ 1,250.00	8	$ 880.00	20	$ 1,500.00	2	$ 100.00	$ 5,980.00
90% Docs	15	$ 2,250.00	15	$ 1,875.00	10	$ 1,100.00	25	$ 1,875.00	2	$ 100.00	$ 7,200.00
Final Docs	5	$ 750.00	15	$ 1,875.00	15	$ 1,650.00	15	$ 1,125.00	2	$ 100.00	$ 5,500.00
Construction Inspection	8	$ 1,200.00	0	$ -	3	$ 330.00	0	$ -	2	$ 100.00	$ 1,630.00
Total		$ 7,200.00		$ 5,625.00		$ 4,290.00		$ 4,500.00		$ 400.00	$ 22,015.00
Project 3 - Old Visitor Center Parking Lot											
Consult During Site Planning	3	$ 450.00	0	$ -	0	$ -	0	$ -	0	$ -	$ 450.00
30% Docs	5	$ 750.00	10	$ 1,250.00	10	$ 1,100.00	10	$ 750.00	2	$ 100.00	$ 3,950.00
90% Docs	5	$ 750.00	10	$ 1,250.00	10	$ 1,100.00	10	$ 750.00	2	$ 100.00	$ 3,950.00
Final Docs	1	$ 150.00	10	$ 1,250.00	5	$ 550.00	5	$ 375.00	2	$ 100.00	$ 2,425.00
Construction Inspection	3	$ 450.00	0	$ -	2	$ 220.00	0	$ -	1	$ 50.00	$ 720.00
Total		$ 2,550.00		$ 3,750.00		$ 2,970.00		$ 1,875.00		$ 350.00	$ 11,495.00
Project 4 - Existing Fire Station Parking Lot											
Consult During Site Planning	3	$ 450.00	5	$ 625.00	0	$ -	0	$ -	0	$ -	$ 1,075.00
30% Docs	10	$ 1,500.00	10	$ 1,250.00	10	$ 1,100.00	20	$ 1,500.00	2	$ 100.00	$ 5,450.00
90% Docs	10	$ 1,500.00	15	$ 1,875.00	10	$ 1,100.00	20	$ 1,500.00	2	$ 100.00	$ 6,075.00
Final Docs	5	$ 750.00	15	$ 1,875.00	5	$ 550.00	10	$ 750.00	2	$ 100.00	$ 4,025.00
Construction Inspection	5	$ 750.00	0	$ -	2	$ 220.00	0	$ -	1	$ 50.00	$ 1,020.00
Total		$ 4,950.00		$ 5,625.00		$ 2,970.00		$ 3,750.00		$ 350.00	$ 17,645.00

VOLKERT

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July 17, 2017

Mr. David Forte, Division Manager
Transportation and Traffic Ops Division
Escambia County
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Pensacola Beach Congestion Management Plan- Supplement #2-
Phase III- Alternative C Roadway Design and Old Visitors Center Parking Area
Scope of Services and Fee Proposal- Revised
Escambia County Contract # PD 15-16.007 / PO161017

Dear Mr. Forte,

Volkert, Inc. is pleased to provide the included professional services scope of work for the Pensacola Beach Congestion Management Plan- Alternative C Roadway Design and the Old Visitors Center parking area. In accordance with the Escambia County BOCC recommendations we will be providing survey, geotechnical, GPR, structural, lighting, design, permitting and limited construction oversight for the two roundabouts and three pedestrian underpasses in general accordance the alternative C and Old Visitors Center parking area sketches and renderings.

The Scope of Services will include the following:

Task 1- Surveying Services:

Surveying Services:

- Provide Topographic and Location Survey update of the proposed roadway area and Old Visitors Center parking area. The survey will include all utility, GPR and geotechnical bore locates. Topographic Survey to be in Accordance State Plane Coordinates,

NAVD 88 Elevation Data and in accordance with the Escambia County Guidelines and the Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers
- Surveyor to provide review copy for submittal prior to Engineering Design
- Surveyor to verify control points in place prior to start of construction

Deliverables:

- Signed and Sealed Topographical/Location Survey- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

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Task 2- Geotechnical Services:

Geotechnical Services:

- Roadway Design Complete 29 SPT Borings and 8 pavement cores (up to 665 LF of drilling) Parking Area near Old Visitors Center- Complete 4 Auger Borings (up to 40 LF of drilling)
- Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt)
- Water table determination- Including at High-tide and Low-Tide
- Laboratory analysis to include limited classification tests, moisture content and permeability tests
- Engineering evaluation and reporting including foundation design recommendations for Pedestrian underpasses, retaining wall and light pole foundations
- GPR Services along roadway alignment and roundabout area
- All work to be completed in accordance w/ NOVA proposal dated June 12, 2017

Deliverables:

- Signed and Sealed Copy of Final Geotechnical Report- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Task 3- Civil Design Services for Alternative C to include 2 roundabouts and 3 pedestrian underpasses:

Engineering Services:

- Coordination with Escambia County Staff / SRIA / Leaseholders
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Alternative C Sketch and Rendering- 30%, 60%, 90% and 100%.
- Plan Reviews with County Staff and SRIA for Each Submittal including cursory review meeting prior to submittals- 30%, 60%, 90% and 100%
- Schedule updates at each submittal- 30%, 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- initial draft at 60%, final draft at 90% and final at 100%.
- Lighting Design in accordance with the Included Lighting SOW- Includes Roadway and Underpass Lighting and CCTV design for underpasses
- Structural Design for underpasses and retaining wall in accordance with included Structural SOW
- Stormwater Drainage Pump Design for Pedestrian Underpasses in accordance with included Stormwater Drainage Pump Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements, including plans in hand reviews
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments

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- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **30% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 30% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections/MOT - All items to be provided in Electronic(.pdf) and 2 Hard Copies.
- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections/MOT/Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies. Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **90% Submittal**- 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections/MOT - 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal**- 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections/MOT- 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
  Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout**- As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Environmental Permitting Services in accordance with included Environmental Proposal 17-P0606

Landscape Architecture Services:

- Environmental Permitting Services in accordance with included Jerry Pate Design proposal dated June 12, 2017

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Task 4- Civil Design Services for Old Visitors Center Parking Area:

Engineering Services:

- Coordination with Escambia County Staff / SRIA / Leaseholders
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Parking area Sketch and Rendering- 30%, 60%, 90% and 100%.
- Plan Reviews with County Staff and SRIA for Each Submittal including cursory review meeting prior to submittals- 30%, 60%, 90% and 100%
- Schedule updates at each submittal- 30%, 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- initial draft at 60%, final draft at 90% and final at 100%.
- Provide Complete Parking Lot Lighting Design in accordance with included Lighting Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections
- Note: Any and All work associated with the moving, relocation or demolition of the Old Visitors Center Building will be by others and is not included is this SOW other than plan coordination with the appropriate stakeholders for the actions taken

Deliverables:

- **30% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 30% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections- All items to be provided in Electronic (.pdf) and 2 Hard Copies.
- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies. Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)

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- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections - 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections- 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
  Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Provide Environmental Permitting in accordance with included Environmental Proposal 17-P0604

Task 5- Public Involvement and Roundabout Education:

- Public Involvement Services to include MOT reviews with affected businesses and Roundabout Education Program in accordance with included SOW from EPR
- Key Volkert Team members will be involved in all meetings

Fees: In accordance with included man-hour fee proposal.

Schedule: Work will be scheduled upon receipt of authorization and will continue until complete in order to meet the agreed upon schedule.

Should you have any questions or comments, please give me a call.

Sincerely,

Mike Warnke, P.E.
Project Manager
Volkert, Inc.

LOCATION:	PENSACOLA BEACH, FL
DESCRIPTION:	PENSACOLA BEACH CONGESTION SUPPLEMENT
SCOPE:	UPDATE PREVIOUS SURVEY WITH NEW ROAD DATA AROUND SIDELINES AND ADDITIONAL TOPO IN PARKING LOTS. LOCATE BORE HOLES AND GPR. LOCATE UTILITIES AND VERIFY DRAINAGE. REVISE PLAT.

FIELD TASK	COMMENTS	CREW HOURS	4MAN RATE	HOURS X RATE
TRAVEL		12	$230	$2,760
UTILITIES - DRAINAGE		22	$230	$5,060
BORINGS - GPR		16	$230	$3,680
ADDITIONAL TOPO		60	$230	$13,800
TOTALS		110		$25,300
HOTEL	PER DAY	9	$480	$4,320
PERDIEM	PER DAY	11	$400	$4,400
TOTALS		240		$8,720

OFFICE TASK	COMMENTS	HOURS	RATE	HRS X RATE
SURVEY MANAGER		28	$135	$3,780
TECH		90	$80	$7,200
TOTALS		118		$10,980
GRAND TOTAL				$45,000

NOVA

June 12, 2017

Mr. Mike Warnke, P.E.
Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Alternate C
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20170215r2

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested geotechnical explorations for the proposed roundabouts with pedestrian underpasses (Alternate C) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that Via De Luna Drive extending between Casino Beach and the Pensacola Beach Boardwalk could potentially be upgraded with two (2) roundabouts and pedestrian underpasses (which would require raising the finished pavement elevations as high as 6 feet above current grades along portions of the new roadway alignment). A third pedestrian underpass is also proposed beneath Fort Pickens Road near Casino Beach.

Please note; this exploration is limited to the structural foundation support (for the pedestrian underpass structures), high mast lighting foundations, retaining wall structures, and pavement section design aspects of the planned improvements project; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the improvements to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, subsurface utilities, and groundwater.

We anticipate that pavement cores with subsequent continuously-sampled auger boring data will be sufficient to evaluate the subsurface conditions along the proposed Via De Luna Drive and Fort Pickens Road alignments that will be impacted by this project, and Standard Penetration Test (SPT) boring data will be sufficient to evaluate the deeper subsurface conditions present beneath the planned pedestrian underpass locations, retaining wall alignments, and high mast lighting foundations. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. Additionally, it has been requested that a Ground Penetrating Radar (GPR) survey be conducted to locate subsurface utilities and obstructions along the alignment of study. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend performing the following field services to evaluate the subsurface conditions present:

Via De Luna Drive
- Perform six (6), pavement cores with subsequent 5-foot deep auger borings along the alignment of study.

Fort Pickens Road
- Perform two (2), pavement cores with subsequent 5-foot deep auger borings along the alignment of study.

Pedestrian Underpasses
- Perform two (2), 50-foot deep SPT borings at each underpass location (i.e., 6 borings total).

Retaining Walls
- Perform twelve (12), 25-foot deep SPT borings at along the retaining wall alignments at locations specified by the client.

High Mast Lighting Foundations
- Perform fifteen (15), 15-foot deep SPT borings at along the roadway alignment at locations specified by the client (to be completed at 60% submittal)

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. ***Laboratory testing will also include limited classification tests (up to 20 fines content tests, 20 natural moisture content determinations, 2 Atterberg Limits tests and 2 LBR tests) of representative soils.***

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.

If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation in the proposed pavement areas.
- Deep foundation recommendations for the pedestrian underpass structures.
- Foundation recommendations for the proposed high mast lighting foundations (borings to be completed and report updated at 60% submittal).
- Recommendations for retaining walls design.
- Existing pavement section thicknesses and base course types, to be used for bidding the demolition of the existing roadways preparatory to raising site grades to install the new roadways.
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

GEOPHYSICAL SURVEY

Specifically, we propose to deploy to the site a GPR Technician with appropriate GPR equipment to evaluate to the most accurate degree feasible the limited subsurface utilities within the specified area. We understand that the test area is accessible to our equipment.

We will evaluate the data obtained in the field as the survey is being conducted. Suspected utility locations identified in the GPR imagery will be marked on the ground surface with paint. NOVA will provide a written daily field report that summarizes the field observations, equipment utilized, fieldwork techniques, and typical findings of the survey as best can be determined by the means and methods employed. If poor or unanticipated conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process (and will be capped with quick-setting grout for the core locations), and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted on the following page:

- Alternate C – Roundabouts and Pedestrian Underpasses: Complete 29 SPT borings and 8 pavement cores with auger borings (up to 665 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings, patching core locations with quick-setting grout), Laboratory testing, Engineering evaluation and Reporting.....$ 15,650 Lump Sum

- **Limited Utility Locating GPR Services:** Mobilize a GPR Operator and GPR equipment to locate potential subsurface utilities in the roadway alignments of interest, data reduction, evaluation and field reporting.....**$ 1,500 Lump Sum**

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 4-5 days to complete, with the subsequent exploration for the lighting foundations taking 2-3 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the lab work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL LLC

Jesse James, E.I.
Staff Engineer

William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement
GPR Survey Methodologies and Limitations
Schedule of Fees – Geotechnical Services
General Terms & Conditions

NOVA

Professional Services Agreement

Date: June 12, 2017	**Proposal Number:** 016-20170215r2
PROJECT NAME AND ADDRESS: **PBCMP – ALTERNATE C** Pensacola Beach, Escambia County, Florida	**CLIENT NAME AND ADDRESS:** **Volkert, Inc.** 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 512-8935 Fax:

Geotechnical Services (reference Scope of Work included herein)

		Accepted
Geotechnical Services – Lump Sum	$ 15,650	☐
Limited Utility Locating GPR Services – Lump Sum	$1,500	☐

Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.

All work provided by NOVA will be governed by the attached General Terms and Conditions. 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	Federal Tax ID

DESCRIPTION OF SURVEY METHODOLOGIES AND LIMITATIONS

Ground Penetrating Radar (GPR) consists of a set of integrated electronic components that transmits electromagnetic waves into the surface and records the energy reflected back to the surface. The GPR system consists of an antenna, which serves as both a transmitter and receiver, and a profiling recorder that both processes the incoming signal and provides a graphic display of the data. The GPR data can be reviewed as both printed hard copy output or recorded on the profiling recorder's hard drive for later review. NOVA uses a GSSI Structure Scan Mini GPR system.

A GPR survey provides a graphic cross-sectional view of subsurface conditions. This cross-sectional view is created from the reflections of repetitive short-duration electromagnetic (EM) waves that are generated as the antenna is pulled across the surface. The reflections occur at the subsurface contacts between materials with differing electrical properties. The electrical property contrast that causes the reflections is the dielectric permittivity that is directly related to conductivity of a material. The GPR method is commonly used to identify such targets as reinforcing steel, conduit, voids or other embedded elements. The greater the electrical contrast between the surrounding materials and target of interest, the greater the amplitude of the reflected return signal. Unless the buried object is metal, only part of the signal energy will be reflected back to the antenna with the remaining portion of the signal continuing to propagate downward to be reflected by deeper features. If there is little or no electrical contrast between the target interest and surrounding materials it will be very difficult if not impossible to identify the object using GPR.

The GPR signal is attenuated (absorbed) as is passes through materials. As the energy of the GPR signal is diminished due to attenuation, the energy of the reflected waves is reduced, eventually to the level that the reflections can no longer be detected. As the conductivity of the material increases, the attenuation of the GPR signal increases thereby reducing the signal penetration depth.

For concrete structures, the GPR survey is conducted along a set of perpendicularly orientated transects. The survey is conducted in two directions because embedded elements are often asymmetric. 3-dimensional grids are used to expand on the details that are provided by 2-dimensional scans.

Depth estimates to the top of embedded elements are determined by dividing the time of travel of the GPR signal from the ground surface to the top of the feature by the velocity of the GPR signal. The velocity of the GPR signal is accounted for by using recommended dielectric constants that are published in tables for various ages and environmental conditions for the concrete elements to be scanned.

Interpretation and Limitations of GPR data

The analysis and collection of GPR data is both a technical and interpretative skill. The technical aspects of the work are learned from both training and experience. Having the opportunity to compare GPR data collected in numerous settings to the results from studies performed at the same locations develops interpretative skills. The ability of GPR to collect interpretable information at a project site is limited by the attenuation (absorption) of the GPR signal by underlying materials. Once the GPR signal has been attenuated at a particular depth, information regarding deeper conditions will not be obtained. GPR data can only resolve subsurface elements that have a sufficient electrical contrast between the feature in question and surrounding materials. If an insufficient contrast is present, the subsurface feature may not be identifiable. NOVA can make no warranties or representations of conditions that may be present beyond the resolving capability of the GPR equipment or in areas that were not accessible to the investigation.

GEOTECHNICAL SERVICES
2017 SCHEDULE OF FEES

ENGINEERING SERVICES *For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations, etc.*

Geotechnical Aide	per hour	$ 78.00
Staff Engineer	per hour	$ 88.00
Project Engineer and/or P.E.	per hour	$ 100.00
Senior Engineer, P.E.	per hour	$ 140.00
Chief Engineer, P.E.	per hour	$ 170.00
Principal Materials Consultant	per hour	$ 170.00

DRILLING SERVICES *Drilling services including costs for mobilization and fieldwork will be quoted upon request.*

Mobilization	lump sum	$ 500.00
Soil Test borings (n<50 bpf)	per foot	$ 12.50
Borings deeper than 50 feet will have a $2.50 per foot surcharge		
Casing (where required) less than 50 feet	per foot	$ 7.00
Undisturbed Sampling	each	$ 175.00
Extra Split-spoon samples	each	$ 45.00
Difficult Moving or Standby	per hour	$ 225.00
Clearing: light clearing performed by drill crew	per hour	$ 225.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	$ 75.00
Natural Moisture Content	per test	$ 15.00
Organic Content	per test	$ 75.00
Standard Proctor	per test	$ 125.00
Modified Proctor	per test	$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	$ 425.00
Grain Size Analysis	per test	$ 100.00
Percent Fine than No. 200 sieve	per test	$ 65.00
Constant/Falling Head Permeability Testing	per test	$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion	per test	$ 225.00
Triaxial Shear Testing *(3 point CU)*	per test	$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	$ 58.00
Vehicle Trip Charge	per mile	$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

Note: Personnel time expended will be invoiced in ½ hour increments.

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782

17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682

NOVA

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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.

NOVA

June 12, 2017

Mr. Mike Warnke, P.E.
Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Project 2g
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20170214r2

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested geotechnical explorations for the additional parking lots (Project 2g) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road.

Please note; this exploration is limited to the high mast lighting foundation and pavement section design aspects of the planned improvements project; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the aforementioned parking lot additions to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that continuously sampled auger boring data will be sufficient to evaluate the subsurface conditions at each proposed parking lot area, and SPT borings will be sufficient to analyze the lighting foundations.

All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend performing the following field services to evaluate the subsurface conditions present:

Via De Luna Drive near Avenue 17

- Perform eight (8), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform eight (8), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

Fort Pickens Road near Sheriff Substation

- Perform ten (10), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform ten (10), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

Via De Luna Drive at Old Visitor Center

- Perform two (2), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform two (2), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. ***Laboratory testing will also include limited classification tests (up to 12 fines content tests, 12 natural moisture content determinations and 3 LBR tests) of representative soils.***

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.

If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation in the proposed parking lot areas.
- Foundation recommendations for the proposed high mast lighting (borings to be completed and report updated at 60% submittal).
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading, high mast lighting foundation, and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the CLIENT prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process, and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- Via De Luna Drive near Avenue 17: Complete 16 soil test borings (up to 160 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting.....$ 4,600 Lump Sum

- Fort Pickens Road near Sheriff Substation: Complete 20 soil test borings (up to 200 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting.....$ 5,600 Lump Sum

- Via De Luna Drive at Old Visitor Center: Complete 4 soil test borings (up to 40 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting.....$ 1,900 Lump Sum

- TOTAL IF ALL WORK IS COMPLETED UNDER ONE REPORT.....$10,750 Lump Sum

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 1-2 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the lab work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL LLC

Jesse James, E.I.
Staff Engineer

William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement
Schedule of Fees – Geotechnical Services
General Terms & Conditions

NOVA

Professional Services Agreement

Date: June 12, 2017	**Proposal Number:** 016-20170214r2
PROJECT NAME AND ADDRESS: **PBCMP – PROJECT 2G** Pensacola Beach, Escambia County, Florida	**CLIENT NAME AND ADDRESS:** **Volkert, Inc.** 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 512-8935 Fax:

Geotechnical Services (reference Scope of Work included herein)

		Accepted
~~Via De Luna Drive near Avenue 17 – Lump Sum~~	~~$ 4,600~~	☐
~~Fort Pickens Road near Sheriff's Substation – Lump Sum~~	~~$ 5,600~~	☐
Via De Luna Drive at Old Visitor Center – Lump Sum	$ 1,900	☐
All Referenced Work Herein Completed Under One Report –Lump Sum	$ 10,750	☐

Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.

All work provided by NOVA will be governed by the attached General Terms and Conditions. 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	Federal Tax ID

GEOTECHNICAL SERVICES
2017 SCHEDULE OF FEES

ENGINEERING SERVICES *For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations, etc.*

Geotechnical Aide	per hour	$ 78.00
Staff Engineer	per hour	$ 88.00
Project Engineer and/or P.E.	per hour	$ 100.00
Senior Engineer, P.E.	per hour	$ 140.00
Chief Engineer, P.E.	per hour	$ 170.00
Principal Materials Consultant	per hour	$ 170.00

DRILLING SERVICES *Drilling services including costs for mobilization and fieldwork will be quoted upon request.*

Mobilization	lump sum	$ 500.00
Soil Test borings (n<50 bpf)	per foot	$ 12.50
Borings deeper than 50 feet will have a $2.50 per foot surcharge		
Casing (where required) less than 50 feet	per foot	$ 7.00
Undisturbed Sampling	each	$ 175.00
Extra Split-spoon samples	each	$ 45.00
Difficult Moving or Standby	per hour	$ 225.00
Clearing: light clearing performed by drill crew	per hour	$ 225.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	$ 75.00
Natural Moisture Content	per test	$ 15.00
Organic Content	per test	$ 75.00
Standard Proctor	per test	$ 125.00
Modified Proctor	per test	$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	$ 425.00
Grain Size Analysis	per test	$ 100.00
Percent Fine than No. 200 sieve	per test	$ 65.00
Constant/Falling Head Permeability Testing	per test	$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion	per test	$ 225.00
Triaxial Shear Testing *(3 point CU)*	per test	$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	$ 58.00
Vehicle Trip Charge	per mile	$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

Note: Personnel time expended will be invoiced in ½ hour increments.

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782

17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682

NOVA

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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 greator. 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.

Interoffice **MEMO**

To: Mike Warnke
From: Brett Gaar BG
CC: Paige Felts
Date: June 12, 2017
Re: Pensacola Beach Roadway Improvements (Environmental Proposal 17-P0606)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT APPLICATION

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to ADEM with the appropriate fee.

- Develop a Construction Best Management Practices Plan (CBMPP) which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This CBMPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the CBMPP.

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.

- Information necessary to complete the NOI, as requested during the telephone interview.

- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.

- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by ADEM, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

The work described above will be performed for a Lump Sum fee of $2,000.00. This Lump Sum fee does not include the required ADEM permit application fee.

Interoffice **MEMO**

To: Mike Warnke
From: Brett Gaar
CC: Paige Felts
Date: June 6, 2017
Re: Pensacola Beach Old Visitor's Center Parking Lot
(Environmental Proposal 17-P0604)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)/ NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) – ENVIRONMENTAL RESOURCE PERMIT

The FDEP's Environmental Resource Permit regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate storm water runoff from upland construction, as well as dredging and filling in wetlands and other surface waters. Volkert will assist the Client with the following:

- Preparation of permit application.
- Preparation of necessary attachments.
- Site visit FDEP/NWFWMD staff.

The Work Described Above Will Be Performed for A Lump Sum Fee Of $3,500.00. This service does not include survey costs, application fees, or costs for additional studies that may be required (e.g. archaeological, T & E surveys).

LIGHTING SCOPE OF WORK FOR
ROADWAYS, ROUNDABOUTS AND PEDESTRIAN TUNNELS
PENSACOLA BEACH CONGESTION IMPROVEMENTS
PENSACOLA, FLORIDA

Description of Work:

Evaluate existing roadway lighting system and provide necessary modifications to illuminate the roadway, two (2) new roundabouts, and three (3) pedestrian tunnels in conjunction with other improvements associated with this project. Pedestrian tunnels will be equipped with CCTV systems.

Design Approach:

The existing lighting system in the project area will be modeled using the AGI32 lighting software by Lighting Analysts. These areas include roughly ¼ mile along Via De Luna Drive, approximately 500' of Fort Pickens Road and 300' of the access drive in front of Sidelines. New lighting layouts will be designed for the roundabouts and their approaches. Photometric analysis shall include separate calculation grids for pedestrian conflict areas.

The roadway lighting design will provide maintained illuminance averages, uniformities, and veiling glare ratios in accordance with the latest edition of Illuminating Engineering Society of North America (IESNA) RP-8-14, Roadway Lighting. Roundabouts shall be illuminated per IESNA DG-19-08, Design Guide for Roundabout Lighting.

A single layout will be designed to allow for at least two (2) manufacturer's luminaires to use the same pole locations and mounting heights and still meet or exceed IESNA minimum recommendations. Unless otherwise directed, the basis of design for new roadway luminaires will be the Cooper Galleon and the Holophane Mongoose, using LED light sources (to be confirmed and coordinated with Owner prior to design).

One (1) single line wiring diagram will be designed based on the highest manufacturer's luminaire and ballast/driver load.

It is expected that proposed light poles will be served from existing service points. Branch circuits (or portions of branch circuits) will be replaced with new conduit and conductors as needed to serve new pole locations. New service points and/or circuits will be considered on a case by case basis.

Lighting systems for the new pedestrian tunnels will be designed to meet or exceed IESNA RP-8, Table 7 recommendations. Conduit and conductors will be designed and provided for lighting. Conduits and junction boxes will be provided for CCTV cameras. Actual CCTV equipment and wiring to be provided by others. All conduits within pedestrian tunnels shall be embedded and concealed within the structures.

Deliverables:

Lighting plans will be created and included in the overall plan set. This will include general electrical notes, lighting layouts, wiring diagrams, pole schedules, design criteria, and construction details including pole foundations.

Cadd files will be in Microstation or AutoCAD format. All project files will be submitted on DVD or CD's at the end of the project. Project files will include voltage drop calculations, lighting calculations, correspondence, cadd files, luminaire/pole cut sheets, and an Engineer's opinion of probable construction costs based on unit prices provided by FDOT and/or RS Means.

Limited Construction Administration services will be included under this contract to address contractor questions and perform submittal reviews.

Assumptions:

- Volkert will stake all proposed pole locations (if required) prior to review meeting
- One (1) review meeting is anticipated
- Borings and Passive Pressure Graphs or L-piles to be provided by Volkert's sub consultant

Excluded from Scope of Services:

FAA coordination
Railroad coordination
Development of Record Drawings

Escambia County

Pensacola Beach Roadway Project Structural Proposal

Scope of Services

Scope of Services for this Proposal includes the following:

Design and details for 3 similar pedestrian underpasses. Design options include bridges and precast or cast-in-place, 3-sided or box culverts. Drawings will include details for phase construction such as joints or closure pours between the phases.

Design and details for permanent retaining walls on each side the roadway extending out in both directions from each underpass. (12 walls total) Wall options include cast-in-place cantilever, MSE and Segmental Block Walls.

Design and details for critical temporary retaining walls to retain fill during phase construction. Temporary walls will be required for both Phase 1 and Phase 2 construction of each underpass. (6 walls total)

Pensacola Beach Roundabout

Stormwater Drainage Pump Station for

Pedestrian Underpasses

Scope of Services:

Volkert will provide professional and engineering services to design a storm water conveyance system from low points in three pedestrian underpasses to nearby existing or proposed storm water conveyance systems. Design of the system is limited to the following:

1. Trench drains and a submersible pump station for each pedestrian underpass.
2. Submersible pump stations will consist of:
    a. Duplex pump arrangement
    b. Mercury float level switches
    c. High water level alarm
    d. Removable perforated trash basket
    e. Check valve
    f. Isolation valve
    g. Lockable hatch
3. Pedestal mounted NEMA 4X control panels with flashing red light for high water alarm.
4. Electrical connections to existing/proposed street lighting system.

Assumptions:

1. Power is readily available from nearby light poles or signal wiring.
2. Use of trench grating is acceptable. (In urban areas there is concern with high heeled shoes, etc. Our assumption is that this will be casual shoe areas.)
3. It is anticipated that three smaller pump stations will be utilized with force main discharge locations within 50 LF of each pump station. (One larger pump station may be considered but due to the separation of the pedestrian underpasses, high groundwater table and the crowded utility corridors our assumption is to provide three smaller stations.)
4. Maintenance requirements for the trash baskets associated with each pump station is acceptable to the client.

Exclusions:

1. Only storm drainage related to underpasses and associated sidewalk ramps are included in design calculations for the pump stations. Roadway drainage is being addressed elsewhere.
2. Stations will be designed for a 10 year storm event. Flooding from overflowing of roadway drainage or ocean swells will not be accommodated by the pedestrian underpass pump stations.
3. No generator or back up power supply is included in the design.
4. No odor control system included
5. No vector control system included

Jerry Pate Design

June 12, 2017

Mr. Mike Warnke
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

RE: Pensacola Beach Congestion Management Plan-Landscape Architecture Proposal

Dear Mr. Warnke:

Jerry Pate Design, Inc. is pleased to submit this proposal for landscape architectural services related to the Pensacola Beach Congestion Management Plan for Project 1-Via De Luna Roundabouts and Pedestrian Underpasses; Project 2-Sheriff Substation Parking Lot; Project 3-Old Visitor Center Parking Lot; Project 4-Existing Fire Station Parking Lot. This proposal is based upon the Landscape Architecture Scope of Services outlined below and the schematic site master plans noting the area of work for each scope and objectives for the project, our communications on scope and objectives, and the level of effort required to complete the scope of services.

Landscape Architecture Services—This service will involve the landscape architecture, to include planting design, hardscape design and irrigation design for each project as outlined below (Design of monument signage or artwork at roundabout focal points is not included). Jerry Pate Design will attend and participate in the required and pertinent project meetings and presentations throughout the design process.

- Coordinate with Project Civil Engineer
- Consultation with Project Civil Engineer during Site Planning Phase
- Provide complete landscape, hardscape and irrigation design plans and specifications for the proposed improvements- 30%, 90% and final
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- preliminary at 30%, final draft at 90% and final at 100%
- Construction Inspection Services for Landscaping/Irrigation/Hardscape Installation Oversight

These services do not include any surveying or engineering services. Permit fees will be an additional cost to the owner.

Fee Summary—Our fee summary is presented as follows.

Project 1--Via De Luna Roundabouts and Pedestrian Underpasses

Consult during Site Planning Phase	$3,205
30% Documents	$7,650
90% Documents	$11,600

Final Documents	$10,550
Construction Inspection	$4,275
Total LA Fees	**$37,280**

Project 2-Sheriff Substation Parking Lot	
Consult during Site Planning Phase	$1,705
30% Documents	$5,980
90% Documents	$7,200
Final Documents	$5,500
Construction Inspection	$1,630
Total LA Fees Project 2a	**$22,015**

Project 3-Old Visitor Center Parking Lot	
Consult during Site Planning Phase	$450
30% Documents	$3,950
90% Documents	$3,950
Final Documents	$2,425
Construction Inspection	$720
Total LA Fees	**$11,495**

Project 4-Existing Fire Station Parking Lot	
Consult during Site Planning Phase	$1,075
30% Documents	$5,450
90% Documents	$6,075
Final Documents	$4,025
Construction Inspection	$1,020
Total LA Fees	**$17,645**

Hourly Fee Summary	
Lead Landscape Architect	$150/hr
Landscape Architect Associate	$125/hr
Certified Irrigation Designer	$110/hr
CAD Designer	$75/hr
Administration	$50/hr

We look forward to providing you these landscape architectural services for the Pensacola Beach Congestion Management Plan. Please feel free to call me should you have any questions regarding this proposal.

Sincerely,

Steve Dana
Vice President
Jerry Pate Design

Jerry Pate Design

Volkert Pensacola Beach Fee Breakdown

12-Jun-17

	Lead LA @$150/hr		LA Associate @ $125/hr		CID @ $110/hr		CAD Designer @ $75/hr		Admin @ $50/hr		
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Proposed Fee
Project 1 - Via De Luna Roundabouts and Pedestrian Underpasses	150		125		110		75		50		
Consult During Site Planning	15	$ 2,250.00	5	$ 625.00	3	$ 330.00	0	$ -	0	$ -	$ 3,205.00
30% Docs	20	$ 3,000.00	20	$ 2,500.00	5	$ 550.00	20	$ 1,500.00	2	$ 100.00	$ 7,650.00
90% Docs	25	$ 3,750.00	40	$ 5,000.00	10	$ 1,100.00	22	$ 1,650.00	2	$ 100.00	$ 11,600.00
Final Docs	20	$ 3,000.00	30	$ 3,750.00	20	$ 2,200.00	20	$ 1,500.00	2	$ 100.00	$ 10,550.00
Construction Inspection	20	$ 3,000.00	5	$ 625.00	5	$ 550.00	0	$ -	2	$ 100.00	$ 4,275.00
Total		$ 15,000.00		$ 12,500.00		$ 4,730.00		$ 4,650.00		$ 400.00	$ 37,280.00
~~Project 2 - Sheriff Substation Parking Lot~~											
Consult During Site Planning	5	$ 750.00	5	$ 625.00	3	$ 330.00	0	$ -	0	$ -	$ 1,705.00
30% Docs	15	$ 2,250.00	10	$ 1,250.00	8	$ 880.00	20	$ 1,500.00	2	$ 100.00	$ 5,980.00
90% Docs	15	$ 2,250.00	15	$ 1,875.00	10	$ 1,100.00	25	$ 1,875.00	2	$ 100.00	$ 7,200.00
Final Docs	5	$ 750.00	15	$ 1,875.00	15	$ 1,650.00	15	$ 1,125.00	2	$ 100.00	$ 5,500.00
Construction Inspection	8	$ 1,200.00	0	$ -	3	$ 330.00	0	$ -	2	$ 100.00	$ 1,630.00
~~Total~~		$ 7,200.00		$ 5,625.00		$ 4,290.00		$ 4,500.00		$ 400.00	~~$ 22,015.00~~
~~Project 3 - Old Visitor Center Parking Lot~~											
Consult During Site Planning	3	$ 450.00	0	$ -	0	$ -	0	$ -	0	$ -	$ 450.00
30% Docs	5	$ 750.00	10	$ 1,250.00	10	$ 1,100.00	10	$ 750.00	2	$ 100.00	$ 3,950.00
90% Docs	5	$ 750.00	10	$ 1,250.00	10	$ 1,100.00	10	$ 750.00	2	$ 100.00	$ 3,950.00
Final Docs	1	$ 150.00	10	$ 1,250.00	5	$ 550.00	5	$ 375.00	2	$ 100.00	$ 2,425.00
Construction Inspection	3	$ 450.00	0	$ -	2	$ 220.00	0	$ -	1	$ 50.00	$ 720.00
~~Total~~		$ 2,550.00		$ 3,750.00		$ 2,970.00		$ 1,875.00		$ 350.00	~~$ 11,495.00~~
~~Project 4 - Existing Fire Station Parking Lot~~											
Consult During Site Planning	3	$ 450.00	5	$ 625.00	0	$ -	0	$ -	0	$ -	$ 1,075.00
30% Docs	10	$ 1,500.00	10	$ 1,250.00	10	$ 1,100.00	20	$ 1,500.00	2	$ 100.00	$ 5,450.00
90% Docs	10	$ 1,500.00	15	$ 1,875.00	10	$ 1,100.00	20	$ 1,500.00	2	$ 100.00	$ 6,075.00
Final Docs	5	$ 750.00	15	$ 1,875.00	5	$ 550.00	10	$ 750.00	2	$ 100.00	$ 4,025.00
Construction Inspection	5	$ 750.00	0	$ -	2	$ 220.00	0	$ -	1	$ 50.00	$ 1,020.00
~~Total~~		$ 4,950.00		$ 5,625.00		$ 2,970.00		$ 3,750.00		$ 350.00	~~$ 17,645.00~~

Public Involvement Services for Pensacola Beach Master Plan Design and Construction Phases

This Scope provides a description of EPR public involvement activities during the design and construction of the major phases of the Pensacola Beach Congestion Master Pln, 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

Prepare the Public Involvement Program. Activities to include but not limited to review and provide comments.

1.2 Public Involvement Data Collection

Starting with data collected during the design phase, this task includes the development 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 task includes the work that EPR was to complete 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.

Data will include information gathering during the CMP phase.

1.3 Notice Of Intent

N/A

1.4 Advance Notification

N/A

1.5 Scheduled Public Meetings

EPR shall provide all support, personnel, materials and facilitation tasks necessary for Volkert to participate in various public meetings, which may include but not limited to:

a. Elected Officials Meeting

There will be two meeting one during design and the other prior to the initiation of construction. EPR will assist VOLKERT to prepare all

necessary displays, maps, script, etc. EPR will actively participate in all portions of the presentation.

c. Public Construction Kick-off Meeting
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 Volkert. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client. EPR will assist VOLKERT to prepare all other necessary displays, maps, script, etc.

d Design Informational Meeting
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 Volkert. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client. EPR will assist VOLKERT to prepare all other necessary displays, maps, script, etc.

e. Alternatives Public Meeting – N/A

1.6 Un-Scheduled Public and Agency Meetings (includes small group or one on one meetings)

Includes 20 "One on One" and/or small group meetings and 3 agency meetings.

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 Volkert.

Agency Meetings - Includes Santa Rosa County Authority updates. Subconsultant to attend as requested. Attendance shall include one staff member only.

1.7 Public Hearing - N/A

1.8 Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA - N/A

1.9 Special Public Involvement Requirements

1.9.1 **General Public Correspondence** – This task includes the compiling and responding to comments received on the project and the summarizing of the coordination effort. The hours associated for this task are project specific, 2 hours per month.

1.9.2 **News Letters, Preparation / Distribution (during construction)**– Preparation of newsletters – one every three months. Total of 4 newsletters. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client.

1.9.3 **Web Site Development** - Preparation of banner and other material for the County to include on the County website

1.9.4 **Web Site Maintenance** – Updating the website content every month at 4 hours per update – twelve months.

1.9.5 **Videos, Renderings, Informational Cards, etc.** – Develop and distribution educational material how to use a two lane roundabout. The material will be distributed to hotels and condo management as well as public meetings.

2 CEI Public Outreach

Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Provide consistent project updates to Escambia Website or project Facebook page. Project updates shall include construction and design timeline, project progress postings, public safety information, driver reminders, and etc.

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Pensacola Beach CMP Design and Construction
County: Escambia County
FPN: PD 15-16 037
FAP No.: N/A

Consult. Name: Engineering & Planning Resources, PC
Consult. No.: [illegible]
Date: 7/27/2017
Estimator: [illegible]

Staff Classification	Total Staff Hours From "SUB Summary" Form*	Project Manager	Public Involvement Coordinator	Public Involvement Assistant Coordinator	Technician	Technician	Technician	Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Staff Classification 13	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			
Public Involvement	896	45	224	188	108	99	99	134	0	0	0	0	0	897	$51,517	$68.58
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	896	45	224	188	108	99	99	134	0	0	0	0	0	897		
Total Staff Cost		$6,075.00	$24,684.80	$15,265.60	$4,668.00	$2,871.00	$2,871.00	$5,051.80	$0.00	$0.00	$0.00	$0.00	$0.00		$61,517.20	$68.58

Check: $61,517.20

SALARY RELATED COSTS:			$61,517.20
OVERHEAD:	[illegible]		$0.00
OPERATING MARGIN:	[illegible]		$0.00
FCCM (Facilities Capital Cost Money)	[illegible]		$0.00
EXPENSES:	[illegible]		$3,691.03
SALARY RELATED SUBTOTAL:			$65,208.23
Survey (Field - if by Sub)	0.00 4-man crew day: $	/ day	$0.00
SUBTOTAL - SUBCONSULTANT			$65,208.23
Optional Services			[illegible]
SUBCONSULTANT TOTAL ESTIMATED FEE:			$65,208.23

Note:
1. This sheet to be used by Subconsultant to calculate its fee.

Cost Estimate for Basic Services

Pensacola Beach Congestion Management Plan- Parking Lot Additions Design

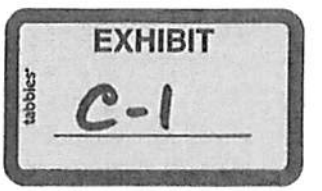
Task 1- Surveying Services	Rate	Manhour	Cost
Project Manager	$155.00	4	$620.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	0	$0.00
Staff 1 Professional	$85.00	0	$0.00
CAD Tech	$100.00	0	$0.00
Total Direct Labor			**$620.00**
Other Services			
Pittman, Glaze and Associates Surveying Services			**$9,260.00**
Total Task 1 Estimate			**$9,880.00** LS

Task 2- Geotechnical Services	Rate	Manhour	Cost
Project Manager	$155.00	4	$620.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	0	$0.00
Staff 1 Professional	$85.00	0	$0.00
CAD Tech	$100.00	0	$0.00
Total Direct Labor			**$620.00**
Other Services			
NOVA Engineering Geotechnical Services Including GPR			**$11,500.00**
Total Task 2 Estimate			**$12,120.00** LS

Task 3- Civil Design Services for Casino Beach Parking Area	Rate	Manhour	Cost
Project Manager	$155.00	63	$9,765.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	240	$28,800.00
Staff 1 Professional	$85.00	153	$13,005.00
CAD Tech	$100.00	234	$23,400.00
Total Direct Labor			**$74,970.00**
Other Services			
Environmental Services			**$53,750.00**
Jerry Pate Design- Landscape Architecture Services			**$18,713.00**
Jerry Pate Design- Irrigation Design			**$3,302.00**
Task 3 Estimate			**$150,735.00** LS

Task 4- Civil Design Services for Parking Area Near Fire Station	Rate	Manhour	Cost
Project Manager	$155.00	55	$8,525.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	186	$22,320.00
Staff 1 Professional	$85.00	110	$9,350.00
CAD Tech	$100.00	205	$20,500.00
Total Direct Labor			**$60,695.00**
Other Services			
Environmental Services			**$5,750.00**
Jerry Pate Design- Landscape Architecture Services			**$14,998.00**
Jerry Pate Design- Irrigation Design			**$2,647.00**
Total Task 4 Estimate			**$84,090.00** LS

Total(All Tasks) $256,825.00 LS



Manhour Estimate for Engineering Services
Pensacola Beach Congestion Management Plan- Parking Lot Additions Design

Task 1- Surveying Services	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination	4	0	0	0	0
Total	4	0	0	0	0

Task 2- Geotechnical Services	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination	4	0	0	0	0
Total	4	0	0	0	0

Task 3- Civil Design Services Casino Beach Parking Area	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination w/ Escambia County Staff	2	0	4	4	0
2 Field Reviews of Existing Site Conditions	2	0	6	6	0
3 Green Infrastructure Coordination/Oversight	16	0	16	0	0
4 60% Plan Development	3	0	44	51	66
5 60% Plan Review Meeting	2	0	0	0	0
6 90% Plan Development	2	0	30	32	54
7 90% Plan Review Meeting	2	0	0	0	0
8 100% Plan Development	2	0	20	20	32
9 100% Plan Review Meeting	2	0	0	0	0
10 Cost Estimates/Quantities	0	0	20	16	16
11 Lighting Design	0	0	40	0	20
12 Utility Coordination	0	0	12	12	0
13 Preparation of Bid Documents	0	0	6	0	0
14 Bidding Services	2	0	8	4	0
15 Limited Construction Admin.	8	0	8	0	0
16 As-Built Certifications	0	0	6	8	16
17 QA/QC reviews	20	0	20	0	0
Total	63	0	240	163	234

Task 4- Civil Design Services Parking Area Near Fire Station	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination w/ Escambia County Staff	2	0	4	4	0
2 Field Reviews of Existing Site Conditions	2	0	4	4	0
3 Green Infrastructure Coordination/Oversight	12	0	12	0	0
4 60% Plan Development	3	0	32	36	83
5 60% Plan Review Meeting	2	0	0	0	0
6 90% Plan Development	2	0	20	20	54
7 90% Plan Review Meeting	2	0	0	0	0
8 100% Plan Development	2	0	16	16	24
9 100% Plan Review Meeting	2	0	0	0	0
10 Cost Estimates/Quantities	0	0	12	8	12
11 Lighting Design	0	0	32	0	16
12 Utility Coordination	0	0	8	8	0
13 Preparation of Bid Documents	0	0	6	0	0
14 Bidding Services	2	0	8	4	0
15 Limited Construction Admin.	8	0	8	0	0
16 As-Built Certifications	0	0	8	10	16
17 QA/QC reviews	16	0	16	0	0
Total	55	0	186	110	205

Cost Estimate for Basic Services

Pensacola Beach Congestion Management Plan- Alternative C Roadway Design and Old Visitors Center Parking Area

Task 1- Surveying Services	Rate	Manhour	Cost
Principal	$230.81	0	$0.00
Project Manager	$155.00	0	$0.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	0	$0.00
Staff 1 Professional	$85.00	0	$0.00
Senior Designer	$114.41	0	$0.00
CAD Tech	$100.00	0	$0.00
Total Direct Labor			$0.00
Other Services			
Volkert Surveying Services			$45,000.00
Total Task 1 Estimate			$45,000.00 LS

Task 2- Geotechnical Services	Rate	Manhour	Cost
Principal	$230.81	0	$0.00
Project Manager	$155.00	8	$1,240.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	8	$960.00
Staff 1 Professional	$85.00	0	$0.00
Senior Designer	$114.41	0	$0.00
CAD Tech	$100.00	0	$0.00
Total Direct Labor			$2,200.00
Other Services			
NOVA Engineering Geotechnical Services			$17,550.00
NOVA Engineering GPR Services			$1,500.00
Total Task 2 Estimate			$21,250.00 LS

Task 3- Civil Design Services for Alternative C	Rate	Manhour	Cost
Principal	$230.81	50	$11,540.50
Project Manager	$155.00	1090	$168,950.00
Supervisor	$170.00	213	$36,210.00
Staff 2 Professional	$120.00	1611	$193,320.00
Staff 1 Professional	$85.00	1446	$122,910.00
Senior Designer	$114.41	460	$52,628.60
CAD Tech	$100.00	1977	$197,700.00
Total Direct Labor			$783,259.10
Other Services			
Environmental Services			$2,000.00
Jerry Pate Design Landscape Architecture Services			$31,688.00
Jerry Pate Design Irrigation Design			$5,592.00
Task 3 Estimate			$822,539.10 LS

Task 4- Civil Design Services for Old Visitors Center Parking Area	Rate	Manhour	Cost
Principal	$230.81	0	$0.00
Project Manager	$155.00	26	$4,030.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	114	$13,680.00
Staff 1 Professional	$85.00	0	$0.00
Senior Designer	$114.41	0	$0.00
CAD Tech	$100.00	114	$11,400.00
Total Direct Labor			$29,110.00
Other Services			
Environmental Services			$3,500.00
Task 3 Estimate			$32,610.00 LS

Task 5- Public Involvement and Roundabout Education Program	Rate	Manhour	Cost
Principal	$230.81	0	$0.00
Project Manager	$155.00	280	$43,400.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	240	$28,800.00
Staff 1 Professional	$85.00	130	$11,050.00
Senior Designer	$114.41	0	$0.00
CAD Tech	$100.00	150	$15,000.00
Total Direct Labor			$98,250.00
Other Services			
EPR Public Involvement Services			$65,208.23
Task 5 Estimate			$163,458.23 LS

Total	$1,084,857.33 LS

EXHIBIT

tabbies

C-2

Manhour Estimate for Engineering Services
Pensacola Beach Congestion Management Plan- Alternative C Roadway Design and Old Visitors Center Parking Area

Task 1- Surveying Services	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0

Task 2- Geotechnical Services	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination	0	8	0	8	0	0	0
Total	0	8	0	8	0	0	0

Task 3- Civil Design Services for Alternative C	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination w/ Escambia County Staff	0	8	4	8	8	0	0
2 Field Reviews of Existing Site Conditions	0	16	16	16	16	0	0
3 30% Plan Development	10	160	16	280	200	100	360
4 30% Plan Review Meeting	0	4	0	4	0	0	0
5 60% Plan Development	10	150	16	283	200	120	359
6 60% Plan Review Meeting	0	4	0	4	0	0	0
7 90% Plan Development	10	100	16	240	240	80	320
8 90% Plan Review Meeting	0	4	0	4	0	0	0
9 100% Plan Development	10	95	12	223	220	70	300
10 100% Plan Review Meeting	0	4	0	4	0	0	0
11 Cost Estimates/Quantities	0	60	16	129	100	30	120
12 Lighting & CCTV Design	0	0	0	130	0	0	64
13 Structural Design- Underpasses and Retaining Walls	0	213	61	0	121	0	213
14 Utility Coordination	0	60	8	120	120	60	120
15 Preparation of Bid Documents	0	30	8	15	15	0	0
16 Bidding Services	0	16	0	16	16	0	0
17 Limited Construction Admin.	0	30	0	30	30	0	0
18 As-Built Certifications	0	16	0	40	40	20	80
19 QA/QC reviews	10	60	40	60	0	0	0
Total	50	1060	213	1911	1448	480	1977

Task 4- Civil Design Services for Old Visitor Center Parking Area	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination w/ Escambia County Staff	0	1	0	2	0	0	0
2 Field Reviews of Existing Site Conditions	0	1	0	2	0	0	2
3 Green Infrastructure Coordination/Oversight	0	0	0	0	0	0	0
4 30% Plan Development	0	2	0	10	0	0	24
5 30% Plan Review Meeting	0	2	0	0	0	0	0
6 60% Plan Development	0	0	0	12	0	0	24
7 60% Plan Review Meeting	0	2	0	0	0	0	0
8 90% Plan Development	0	0	0	12	0	0	24
9 90% Plan Review Meeting	0	2	0	0	0	0	0
10 100% Plan Development	0	0	0	10	0	0	18
11 100% Plan Review Meeting	0	2	0	0	0	0	0
12 Cost Estimates/Quantities	0	0	0	6	0	0	6
13 Lighting Design	0	0	0	20	0	0	8
14 Utility Coordination	0	0	0	6	0	0	0
15 Preparation of Bid Documents	0	0	0	6	0	0	0
16 Bidding Services	0	2	0	0	0	0	0
17 Limited Construction Admin	0	0	0	0	0	0	0
18 As-Built Certifications	0	0	0	4	0	0	8
19 QA/QC reviews	0	6	0	6	0	0	0
Total	0	26	0	114	0	0	114

Task 5- Public Involvement and Roundabout Education Program	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	Designer/C AD Tech
1 Public Involvement- MOT reviews w/ Businesses	0	120	0	100	30	0	30
2 Roundabout Education Program	0	160	0	140	100	0	120
Total	0	280	0	240	130	0	150

PURCHASE ORDER NO. 161017-2

CHANGE DATE: 04/25/18

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
220584 FAX: 251-968-2318
VOLKERT INC
P O BOX 7434
MOBILE AL 36670

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/22/16	BUYER: PURCHASING MANAGER	REQ. NO.: 16001154	REQ. DATE: 02/19/16
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Administrative change order transferring balance of funds for Change Order #1 from Fund 352 "LOST III" to Fund 353 "LOST IV" as per Board approval of August 3, 2017. In addition, this change will reduce the amount of the PO by $79,851.57 which will deduct the Design Services for Parking Area near the Fire Station - Task 4 (balance is $79,851.57). BCC Approval 03/01/2018 was todesign and construct (if determined safe) a new turn lane in the Casino Beach Parking Lot to accommodate internal traffic flows. Total Change Order is a deductive amount of ($43,910), Retain $35,941.57. CIP: PensacolaBeach Congestion Management Plan.		
			Original PO Amount $463,227.00 Change Order 1 $1,341,682.33 Change Order 2 ($43,910.00) New PO Amount $1,760,999.33		
01	.00	LOT	CONTRACT PD 15-16.007 "PENSACOLA BEACH CONGESTION MANAGEMENT PLAN", LUMP SUM AMOUNT OF $448,227, PLUS ALLOWANCE OF $15,000, FOR A TOTAL OF $463,227. BCC APPROVAL 02/18/2016	43910.0000	-43,910.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210106	56301	967,901.49	18EN0224
01	210107	56301	.00	15EN3344
01	210107	56301	-1,011,811.49	17EN3994

PAGE TOTAL $	-43,910.00
TOTAL $	-43,910.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	220584	Vendor Name:	Volkert Inc		
Project Number:	17EN3994	P.O. Number:	161017	C.O. Number	2
Department:	Public Works Department/Engineering	P.D. Number:	15-16.007	Date:	04/23/2018 rev

Notes for Modifying the Scope of Award:

Administrative change order transferring balance of funds for Change Order #1 from Fund 352 "LOST III" to Fund 353 "LOST IV" as per Board approval of August 3, 2017. In addition, this change will reduce the amount of the PO by $79,851.57 which will deduct the Design Services for Parking Area near the Fire Station - Task 4 (balance is $79,851.57). BCC Approval 03/01/2018 was to design and construct (if determined safe) a new turn lane in the Casino Beach Parking Lot to accommodate internal traffic flows. Total Change Order is a deductive amount of ($43,910), Retain $35,941.57. CIP: Pensacola Beach Congestion Management Plan.

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	
Adding Dollars to Line Item No:					
Deleting Dollars from Line Item No:	-1			Amount:	-$43,910.00

Modify Notes:

Date of BCC action: **(ATTACH RESUMÉ)**

Previous Purchase Order Total Dollars:	$1,012,261.50
Net Dollars added or subtracted:	-$43,910.00
New Purchase Order Total Dollars:	$968,351.50
Previous Contract Total Dollars:	$0.00
Net Dollars added or subtracted:	$0.00
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	17EN3994	-$1,011,811.49	-$1,011,811.49
210106	56301	18EN0224	$967,901.49	$967,901.49
210107	56301	15EN3344	$0.00	$450.01
			-$43,910.00	$968,351.50

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** _____

Contract Administrator's Certification & Approval: _____ **Date:** _____

Department Director: _____ **Date:** _____

F0020 (Revised 1/31/2008)

Robin F. Lambert

From: David V. Forte
Sent: Wednesday, April 18, 2018 11:07 AM
To: Robin F. Lambert
Cc: Cooper Saunders
Subject: Re: PB CMP - Fire Station Design - Deduct CO

Robin,

Hope this clarifies what is needed for the deduct CO:

Fire Station task balance	$79,851.57
Retain	$1530.00 - Surveying
Retain	$4860.00 - Design of Turn Lane at the CB Parking Lot
Retain	$11,160 - Signal Warrant Analysis
Retain	$26,360 – Signal Design and Int. Imp.
Total to Retain	$35,941.57

The deduct CO should be for $43,910. The $43,910 will fund:

- CST of the Turn Lane at the CB Parking Lot
- Traffic Signal Cabinet Wrap
- PB Elementary School - School Zone Striping / Signage & Solar Ped-Scale Crosswalk Light at Fort Pickens Road and Via de Luna Drive
- Addition of 4 new SunPass / Annual Pass striping templates approaching BSB Toll

Thanks,

David Forte, Division Manager

Transportation & Traffic Operations Division

Public Works Department

Escambia County, Florida

3363 West Park Place

Pensacola, Florida 32505

Main: 850.595.3404

Fax: 850.595.3405

From: David V. Forte
Sent: Monday, April 2, 2018 1:05:40 PM

To: Robin F. Lambert
Cc: Cooper Saunders
Subject: Re: PB CMP - Fire Station Design - Deduct CO

Guess it is easiest explaining this way.

Need $41,895.74 deducted from PO. This will fund the turn lane construction, traffic signal cabinet wrap, LED crossing light at Fort Pickens and VDL Drive, PBES striping and signage and Toll Plaza striping.

The remaining $37,955.83 will fund the survey, the turn lane design, signal warrant / access mgt study, and design for signal / access improvements.

Sorry for confusion.

Sent from my iPhone

On Apr 2, 2018, at 12:58 PM, Robin F. Lambert <RFLAMBER@myescambia.com> wrote:

Change order for	($79,851.57)
Add back in	$1530.00 - Surveying
Add back in	$11,160 - Signal Warrant Analysis
Add back in	$26,360 – Signal Design and Int. Imp.
Total to Add Back in	$39,050

This leaves a balance of $40,801.56 not $40,895.74 – difference of $94.17

Am I missing something?

Thanks
Robin

From: David V. Forte
Sent: Monday, April 02, 2018 10:11 AM
To: Robin F. Lambert <RFLAMBER@myescambia.com>
Cc: Cooper Saunders <Cooper_Saunders@myescambia.com>
Subject: Re: PB CMP - Fire Station Design - Deduct CO

Robin,

Just following up on this. When do you expect the deduct CO to be processed?

If we need to proceed with the CB parking lot NBRTL construction prior to the CO being done, can we lean on the Access Road funds, and reimburse it when the CO is available?

I will be seeking Jack's consent on the construction this week.

Thanks,
David Forte, Division Manager
Transportation & Traffic Operations Division
Public Works Department
Escambia County, Florida

3363 West Park Place
Pensacola, Florida 32505
Main: 850.595.3404
Fax: 850.595.3405

From: David V. Forte
Sent: Monday, March 26, 2018 3:21:18 PM
To: Robin F. Lambert
Cc: Cooper Saunders
Subject: PB CMP - Fire Station Design - Deduct CO

Robin,

Currently the balance for the Fire Station design task with Volkert is $79,851.57, and with the direction from the SRIA to not proceed with this item, please process a deduct CO for $40,895.74. This will retain $38,955.83 in the Fire Station design task.

The $40,895.74 will fund the following:

- $21,000 - CST of the NBRT Lane at the CB Parking Lot exit driveway
- $1,000 - Traffic Signal Cabinet Wrap
- $16,895.74 - PB Elementary School - School Zone Striping / Signage & Solar Ped-Scale Crosswalk Light at Fort Pickens Road and Via de Luna Drive
- $2,000 - Addition of 3 new SunPass / Annual Pass striping templates approaching BSB Toll

As for the $38,955.83 to be retained, we will probably seek a scope change to the contract via Admin CO to fund the $1,530 of additional survey conducted, $11,160 for signal warrant analysis, and balance towards signal design / intersection improvements (alternate task).

If you have questions or recommend a different route, please advise.

Thanks,
David Forte, Division Manager
Transportation & Traffic Operations Division
Public Works Department
Escambia County, Florida

3363 West Park Place
Pensacola, Florida 32505
Main: 850.595.3404
Fax: 850.595.3405

VOLKERT

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6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

March 23, 2018

Mr. David Forte, Division Manager
Transportation and Traffic Ops Division
Escambia County
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Pensacola Beach Congestion Management Plan- Supplement #4-
Phase II- New Casino Beach Parking Area- Additional Services for Signal Warrant Analysis and Signal Design and Intersection Improvements for the Fort Pickens Road and the Casino Beach Parking Area Exit Intersection- Scope of Work and Fee Proposal
Escambia County Contract # PD 15-16.007 / PO161017
Volkert Project #635501.WFV

Dear Mr. Forte,

Volkert, Inc. is pleased to provide the included professional services scope of work for the additional services that has been requested for the Pensacola Beach Congestion Management Plan- Phase II- Casino Beach Parking Area Project. The additional services include Signal Warrant Analysis and Signal Design and Intersection Improvements for the Fort Pickens Road and Casino Beach Parking Area exit intersection.

The Scope of Services will include the following:

Task 1- Signal Warrant Analysis for the Fort Pickens Road and Casino Beach Parking Area exit intersection:

- Approach Trffic Counts and Peak Hour Turning Movements for the intersection
- Signal Warrant Analysis for the Intersection
- Provide analysis and recommendations regarding the new proposed new Casino Beach Parking Lot driveway- Full Access vs. Right-in/Right-out

Deliverable:

Signal Warrant Analysis Report with recommendations for proposed new Casino Beach Parking Lot driveway

Task 2- Signal Design and Intersection Improvements for the Fort Pickens Road and Casino Beach Parking Area exit intersection:

Engineering Services:

- Coordination with Escambia County Staff / SRIA / Leaseholders
- Field Reviews of Existing Site Conditions
- Complete Plans and Specifications for proposed Signal Design and Intersection Improvements- Preliminary and Final.

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www.volkert.com

- Plan Reviews with County Staff for Each Submittal including cursory review meeting prior to submittals- Preliminary and Final
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- Preliminary and Final
- Utility Coordination in accordance with the Latest Escambia County requirements, including plans in hand reviews
- Coordinate with Escambia County on Bid Documents, as required
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections- Included in original scope
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **Preliminary Plan Submittal:** Preliminary Plans which will include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Draft of Signal Plans and Timings/Details/SWPPP/Cross Sections/MOT/Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies.
  Preliminary Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **Final Plan Submittal-** Final Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Signal Plans and Timings/Summary of Pay Items/Details/Summary of Quantities/Cross Sections/MOT- 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Fees:
Task 1- Signal Warrant Analysis= $11,160.00
Task 2- Signal Design and Intersection Improvements= $26,360.00
Total Fees= $37,520.00

Schedule: After approval we will provide a modified schedule to address the additional scope of work
Should you have any questions or comments, please give me a call.
Sincerely,

Mike Warnke, P.E.
Project Manager
Volkert, Inc.

Manhour Estimate for Engineering Services
Pensacola Beach Congestion Management Plan- Phase II- Casino Beach Parking Area- Supplement #4- Signal Warrant Analysis and Signal Design and Intersection Improvements

Task 1- Signal Warrant Analysis	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Signal Warrant Analysis	0	24	0	16	14	0	8
2 Analysis/Recommendations for new proposed Casino Beach Parking lot	0	2	0	4	4	0	4
Total	0	26	0	20	18	0	12

Task 2- Signal Design and Modification to Intersection	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination w/ Escambia County Staff	0	2	0	2	0	0	0
2 Field Reviews of Existing Site Conditions	0	2	0	2	2	0	0
3 Preliminary Plan Development	0	8	0	16	16	0	32
4 Preliminary Plan Review Meeting	0	6	0	3	0	0	0
2 Final Plan Development	0	8	0	16	16	0	32
8 Final Plan Review Meeting	0	6	0	3	0	0	0
4 Cost Estimates/Quantities	0	4	0	4	0	0	4
6 Utility Coordination	0	4	0	4	4	0	0
7 Limited Construction Admin.	0	4	0	4	0	0	0
8 As-Built Certifications	0	2	0	4	4	0	6
9 QA/QC reviews	0	4	4	0	0	0	0
Total	0	50	4	58	42	0	74

Cost Estimate for

Pensacola Beach Congestion Management Plan- Phase II- Casino Beach Parking Area- Supplement #4- Signal Warrant Analysis and Signal Design and Intersection Improvements

Task 1- Signal Warrant Analysis	Rate	Manhour	Cost	
Principal	$230.81	0	$0.00	
Project Manager	$155.00	26	$4,030.00	
Supervisor	$170.00	0	$0.00	
Staff 2 Professional	$120.00	20	$2,400.00	
Staff 1 Professional	$85.00	18	$1,530.00	
Senior Designer	$114.41	0	$0.00	
CAD Tech	$100.00	12	$1,200.00	
Total Direct Labor			$9,160.00	
Other Services				
EPR Traffic Counts			$2,000.00	
Total Task 1 Estimate			$11,160.00	LS

Task 2- Design Services for Signal Design and Modifications to Intersection	Rate	Manhour	Cost	
Principal	$230.81	0	$0.00	
Project Manager	$155.00	50	$7,750.00	
Supervisor	$170.00	4	$680.00	
Staff 2 Professional	$120.00	58	$6,960.00	
Staff 1 Professional	$85.00	42	$3,570.00	
Senior Designer	$114.41	0	$0.00	
CAD Tech	$100.00	74	$7,400.00	
Total Direct Labor			$26,360.00	
Other Services				
Task 2 Estimate			$26,360.00	LS

Total	$37,520.00	LS

Robin F. Lambert

From:	David V. Forte
Sent:	Friday, April 20, 2018 11:58 AM
To:	Mike Warnke
Cc:	clark.bailey@volkert.com; Cooper Saunders; Robin F. Lambert; Joy Jones
Subject:	Re: PB CMP - CB Parking Lot turn lane improvements

I said that I got approval to proceed with the alternative concept. That was back on April 3rd...

Absolutely Volkert will be compensated for the original design.

We have 4-5 weeks to turn around plans and have construction complete.

Sent from my iPhone

On Apr 20, 2018, at 11:55 AM, Mike Warnke <mike.warnke@volkert.com> wrote:

> David-
>
> I was waiting for confirmation that we would receive compensation for the original design and the approval for the included proposal. After that is received we can jump on it and it will not take long.
>
> Thanks,
>
> 4/20/18
>
> Mike Warnke, P.E., ENV SP
> Project Manager
> **Volkert, Inc.**
> (850) 512-8935
> mike.warnke@volkert.com
>
> The information contained in this e-mail, including any accompanying documents or attachments, is from Volkert, is intended only for the use of the individual or entity named above, and is privileged and confidential. If you are not the intended recipient, be aware that any disclosure, dissemination, distribution, copying or use of the contents of this message is strictly prohibited. If you have received this message in error, please notify Volkert immediately at our corporate office (251) 342-1070. Thank you for your cooperation. Go Noles!!
>
> **From:** David V. Forte [mailto:DVFORTE@myescambia.com]
> **Sent:** Friday, April 20, 2018 11:40 AM
> **To:** Mike Warnke <mike.warnke@volkert.com>
> **Cc:** clark.bailey@volkert.com; Cooper Saunders <Cooper_Saunders@myescambia.com>; Robin F. Lambert <RFLAMBER@myescambia.com>
> **Subject:** Fwd: PB CMP - CB Parking Lot turn lane improvements
>
> Mike,
>
> Status??
>
> Sent from my iPhone

VOLKERT

Volkert, Inc.
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

April 10, 2018

Mr. David Forte, Division Manager
Transportation & Traffic Operations Division
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

RE: Casino Beach Parking Lot- Proposed Casino Beach Parking Lot Intersection Improvements Engineering Design Plans- Scope and Fee Proposal

Dear David-

Volkert, Inc. is pleased to provide design services for the proposed Casino Beach Parking Lot Intersection Improvements in general accordance with the included Volkert Sketch (attachment 1).

Scope of Services:
Volkert will provide design drawings for the proposed construction of the proposed Casino Beach Parking Lot Intersection Improvements. The design drawings will include required demolition, construction, striping, signage and MOT. Volkert will also include an estimated construction cost for the proposed work based on the latest Escambia County Unit Pricing Agreement and our current pricing data. The design work will be completed using the already established surveying that was completed and no additional surveying will be provided. Our proposal does not include any surveying services, bidding or inspection services. Should these services be requested they will be negotiated at the time they are requested.
Deliverables: Two (2) signed and sealed and one electronic copy of the final design drawings and Escambia County Unit Pricing Construction Estimate
Schedule: Final Design Drawings will be delivered to Escambia County within 20 days of Notice to precede.
Fee Proposal:
Volkert's fees for this project will be billed lump sum. The estimated man hours and staff to be assigned to this project are included in attachment 2- Fee Proposal Estimate. The Lump Sum fee for the project is $4,190.00.

We appreciate this opportunity and look forward to working with Escambia County on this project and on future projects. If you have any questions, please do not hesitate to contact Mike Warnke, P.E. at 850-512-8935.

Sincerely,

Mike Warnke, PE
Project Manager
Volkert, Inc.

VOLKERT, INC.

Escambia County, Fl

Pensacola Beach- Casino Beach Parking Area-

Proposed Casino Beach Parking Lot Intersection Improvements

Design Services

Attachment 2

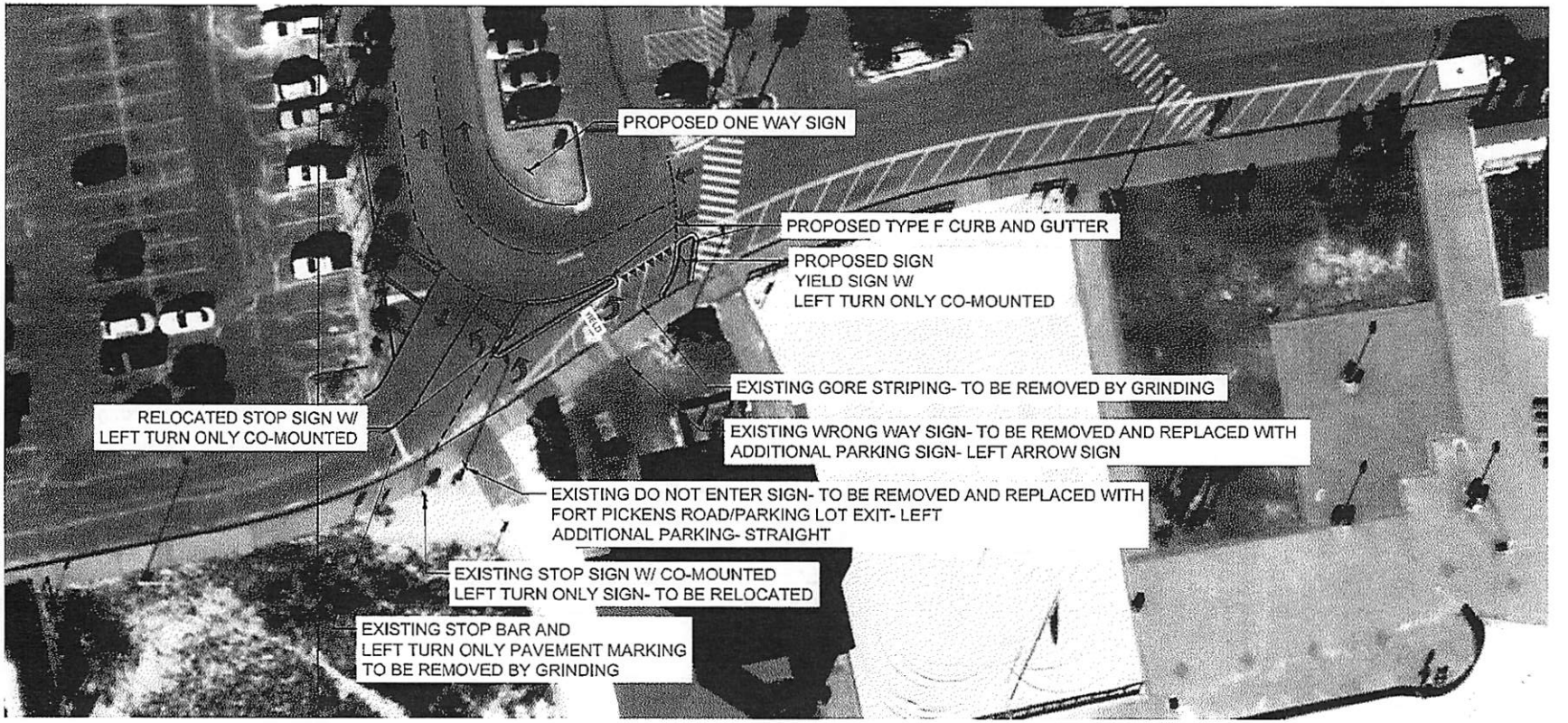
Classification	Hours	Rate	Total
Supervisor	1.00	$170.00	$170.00
Project Manager	4.00	$155.00	$620.00
Staff 2 Professional	10.00	$120.00	$1,200.00
Cad Tech	22.00	$100.00	$2,200.00
		Total	**$4,190.00**

Volkert 2018 Contract Rates are Based on Current FDOT Audited rates:

Overhead(home & branch)- 160.13%

FCCM- .474%

OM- 15%


PROPOSED ONE WAY SIGN
PROPOSED TYPE F CURB AND GUTTER
PROPOSED SIGN
YIELD SIGN W/
LEFT TURN ONLY CO-MOUNTED
EXISTING GORE STRIPING- TO BE REMOVED BY GRINDING
RELOCATED STOP SIGN W/
LEFT TURN ONLY CO-MOUNTED
EXISTING WRONG WAY SIGN- TO BE REMOVED AND REPLACED WITH
ADDITIONAL PARKING SIGN- LEFT ARROW SIGN
EXISTING DO NOT ENTER SIGN- TO BE REMOVED AND REPLACED WITH
FORT PICKENS ROAD/PARKING LOT EXIT- LEFT
ADDITIONAL PARKING- STRAIGHT
EXISTING STOP SIGN W/ CO-MOUNTED
LEFT TURN ONLY SIGN- TO BE RELOCATED
EXISTING STOP BAR AND
LEFT TURN ONLY PAVEMENT MARKING
TO BE REMOVED BY GRINDING

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

4. Continued...

C. Approve the Engagement and Contingency Fee Agreement and authorize the Chairman to execute the Agreement, contingent upon receiving notice from the law firm of Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., that all affected clients have agreed to waive any potential conflict of interest.

Approved 5-0

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON, IV

1. Recommendation: That the Board discuss a design consideration for a proposed right turn lane for the Casino Beach Parking Lot Expansion Project design consideration.

Approved 5-0 to add the right turn lane back into the Casino Beach Parking lot design and move it forward as quickly as possible

Speaker(s):

Kelly Hogrebe

2. Recommendation: That the Board take for discussion the reefing of the materials from the demolished Pensacola Bay Bridge.

Approved 5-0 that Escambia County takes an official position that the best disposal site for both Escambia and Santa Rosa residents of the bridge material from the 3-Mile Pensacola Bay Bridge being reefed by Skanska is the Escambia County permitted site in Florida State waters. Both dramatically shorter distance and the ability to require fewer cuts for larger pieces will enable Skanska to reef more of the bridge at the Escambia County site than the Santa Rosa site. In addition, directs Escambia County staff to collaborate with Santa Rosa County staff on ways to collaborate to implement more inshore and nearshore reef material through a NRDA grant for loss of use purposes.

BH for GCR

Add-on #1
Comr Robinson
BCC 03/01/2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BCC Regular Meeting

Meeting Date: 03-01-2018

Issue: Pensacola Beach Congestion Management Plan – Phase II (Additional Parking Areas) – Casino Beach Parking Lot Expansion Project Design Consideration

From: Grover C. Robinson, IV, District 4

RECOMMENDATION:
Recommendation Concerning the Pensacola Beach Congestion Management Plan – Phase II (Parking Areas) – Casino Beach Parking Lot Expansion Project Design Consideration

That the Board discuss a design consideration for a proposed right-turn lane for the Casino Beach Parking Lot Expansion Project Design Consideration.

BACKGROUND:

The Board, at its August 3, 2017 regular meeting, approved a Change Order to Volkert for the design phases of Phase II (Additional Parking Areas) and Phase III (Roundabouts and Pedestrian Underpasses). The attached design concept was prepared by the design consultants (Volkert, Inc.) in Fall 2017. The concept shows an original "sketch" of sorts of the Casino Beach Parking Lot Expansion Project. The project is part of Phase II of the Pensacola Beach Congestion Management Plan.

The item for consideration is the proposed right-turn lane inside the red circle shown on the attached concept. Since this is solely a concept, the typical considerations that would normally be evaluated during design (e.g. sight distances / line of sight, ADA, etc.) have yet to occur.

The proposed right-turn lane was presented to the SRIA Board shortly after the concept was generated, and the SRIA Board recommended removing the turn lane from the design as the Board believes it would introduce rear-end conflict points causing an "unsafe" condition. However, Volkert does not consider the proposed turn lane as "unsafe", see attached email correspondence.

It is expected that the inclusion of the right-turn lane would aide in the overall congestion issues experienced in the commercial core area of the Island. The additional access would reduce the amount of vehicles exiting the parking lot having to then use the two major corridors (Fort Pickens Road and Via de Luna Drive), and the two signalized intersections.

Public Works Staff recommends tasking Volkert with generating a set of design plans, which should only take a matter of a couple to few weeks, for the turn lane, so that all design and safety

considerations can be evaluated (line of sight, ADA, pedestrian, signage / striping, etc.) prior to making a determination as to whether the inclusion would be considered "safe" or "unsafe."

Also attached is an excerpt from the 60% design plans displaying the current proposal for the Casino Beach Parking Lot Expansion Project. Staff expects 100% construction plans to be submitted by Volkert in April 2018 with construction solicitation to follow. With approval of construction funds, Staff hopes to begin construction of the parking lot expansion project Fall 2018. However, if the Board elects to proceed with the right-turn lane concept, Staff believes that the design and construction for such could occur prior to Summer 2018.

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

Casino Beach Parking Lot Expansion Project - Design concept w/ right-turn lane
Volkert email
Casino Beach Parking Lot Expansion Project – 60% Construction Plan Sheet

END

Fw: Parking lot cut in - Casino Beach

David V. Forte

Mon 2/26/2018 5:40 PM

To:David V. Forte <DVFORTE@co.escambia.fl.us>;

From: Mike Warnke <mike.warnke@volkert.com>
Sent: Monday, February 26, 2018 1:37 PM
To: David V. Forte
Cc: Cooper Saunders
Subject: FW: Parking lot cut in

David / Cooper-

Please see below from Clark. He is fine with the proposed cut-in if you would like to pursue again.

Thanks

Mike Warnke, P.E., ENV SP
Project Manager
Volkert, Inc.
(850) 512-8935
mike.warnke@volkert.com

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-----Original Message-----
From: Bailey, Clark [mailto:clark.bailey@volkert.com]
Sent: Monday, February 26, 2018 1:36 PM
To: Warnke, Mike <mike.warnke@volkert.com>
Subject: RE: Parking lot cut in

I don't have any issues with it.

-----Original Message-----
From: Mike Warnke [mailto:mike.warnke@volkert.com]
Sent: Monday, February 26, 2018 1:02 PM
To: Bailey, Clark <clark.bailey@volkert.com>
Subject: FW: Parking lot cut in

Clark-

Please check this out and see the email chain below, not sure if we discussed this in the past. Do you see any issue with the proposed "new parking area access" that is shown on the included sketch for Casino Beach, this would allow people to have

access to the main Casino Beach Parking area from the new proposed parking area w/o having to access to go back to the main roads. We proposed this in the past but the SRIA and the Sherriff shot it down, apparently someone else that may want to pursue.

Give me a call with any questions.

Thanks

Mike Warnke, P.E., ENV SP
Project Manager
Volkert, Inc.
(850) 512-8935
mike.warnke@volkert.com

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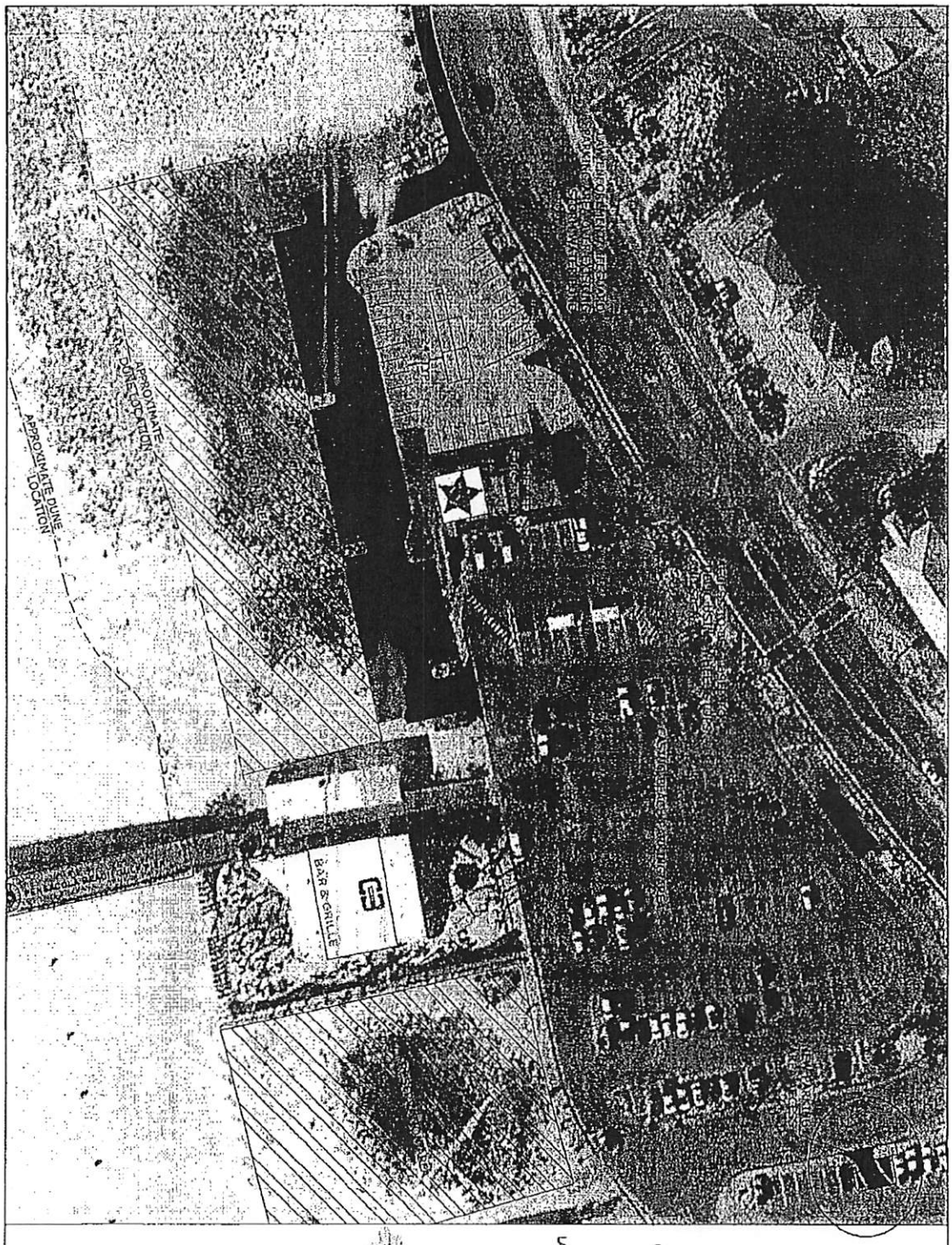


CASINO BEACH PARKING AREA
PUBLIC PARKING SPACES:
52 SPACES

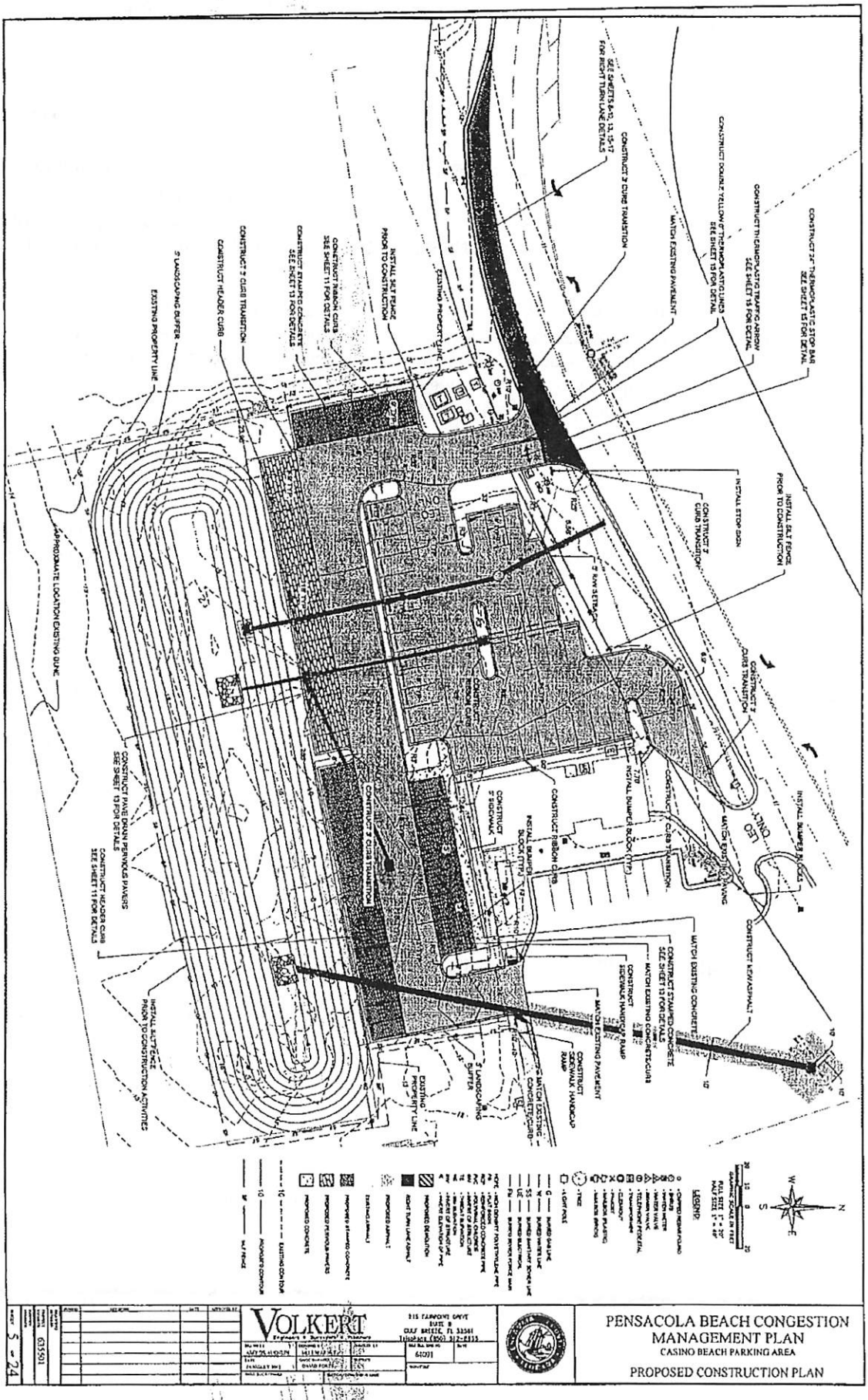
ADA ACCESSIBLE PARKING:
4 SPACES

LAW ENFORCEMENT/LIFE GUARD
PARKING ONLY AREA:
36 SPACES

TOTAL PARKING SPACES
PROVIDED:
88 SPACES

VOLKERT
Engineers • Surveyors • Planners
6501 N. DAVIS HWY., SUITE 33
PENSACOLA, FL. 32504
Telephone (850) 477-7100

PENSACOLA BEACH CONGESTION
MANAGEMENT PLAN
TASK 20-PARKING RECOMMENDATIONS
CASINO BEACH
PARKING AREA


VOLKERT
PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
PROPOSED CONSTRUCTION PLAN
LEGEND
EXISTING PROPERTY LINE
APPROXIMATE LOCATION EXISTING DUNE
INSTALL SILT FENCE PRIOR TO CONSTRUCTION
CONSTRUCT 3' CURB TRANSITION
CONSTRUCT HEADER CURB
MATCH EXISTING PAVEMENT
CONSTRUCT NEW ASPHALT
INSTALL BUMPER BLOCKS
CONSTRUCT SIDEWALK HANDICAP RAMP
MATCH EXISTING CONCRETE
CONSTRUCT STAMPED CONCRETE
CONSTRUCT RIBBON CURB
INSTALL STOP SIGN
5' LANDSCAPING BUFFER
CONSTRUCT PAVE DRAIN PERVIOUS PAVERS SEE SHEET 11 FOR DETAILS
CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS
INSTALL SILT FENCE PRIOR TO CONSTRUCTION ACTIVITIES
SEE SHEETS 8-10, 13, 15-17 FOR RIGHT TURN LANE DETAILS
CONSTRUCT 24" THERMOPLASTIC STOP BAR SEE SHEET 15 FOR DETAIL
CONSTRUCT THERMOPLASTIC TRAFFIC ARROW SEE SHEET 15 FOR DETAIL
CONSTRUCT DOUBLE YELLOW 6" THERMOPLASTIC LINES SEE SHEET 15 FOR DETAIL
CONSTRUCT 3' CURB TRANSITION
CONSTRUCT RIBBON CURB SEE SHEET 11 FOR DETAILS
CONSTRUCT STAMPED CONCRETE SEE SHEET 13 FOR DETAILS
CONSTRUCT 3' CURB TRANSITION
CONSTRUCT HEADER CURB
5' LANDSCAPING BUFFER
EXISTING PROPERTY LINE
5' R/W SETBACK
5' LANDSCAPING BUFFER
EXISTING PROPERTY LINE
MATCH EXISTING CONCRETE/CURB
CONSTRUCT 5' SIDEWALK
INSTALL BUMPER BLOCK (TYP.)
CONSTRUCT RIBBON CURB
CONSTRUCT 3' CURB TRANSITION
CONSTRUCT 3' CURB TRANSITION
CONSTRUCT 3' CURB TRANSITION
MATCH EXISTING PAVING
CONSTRUCT NEW ASPHALT
MATCH EXISTING CONCRETE
CONSTRUCT STAMPED CONCRETE SEE SHEET 13 FOR DETAILS
MATCH EXISTING CONCRETE/CURB
CONSTRUCT SIDEWALK HANDICAP RAMP
MATCH EXISTING PAVEMENT
CONSTRUCT SIDEWALK HANDICAP RAMP
MATCH EXISTING CONCRETE/CURB
INSTALL SILT FENCE PRIOR TO CONSTRUCTION ACTIVITIES
EXISTING PROPERTY LINE
5' LANDSCAPING BUFFER
LEGEND
FULL SIZE 1" = 20' HALF SIZE 1" = 40'
5 - 24
635501

Robin F. Lambert

From: David V. Forte
Sent: Friday, March 02, 2018 1:30 PM
To: Mike Warnke; Robin F. Lambert
Cc: Cooper Saunders
Subject: Re: Casino Beach Parking project

Robin,

This is the $1,530 that we will pay from the Fire Station design task.

The balance in this task is $79,851.57, we need to retain $1,530 for the survey. So, the deductive CO needs to be for $78,321.57.

Thanks!

Sent from my iPhone

On Mar 2, 2018, at 8:07 AM, Mike Warnke <mike.warnke@volkert.com> wrote:

> As requested, I have also included the request for the supplement for the additional surveying for the Casino Beach Parking area project.
>
> Thanks,
>
> Mike Warnke, P.E., ENV SP
> Project Manager
> **Volkert, Inc.**
> (850) 512-8935
> mike.warnke@volkert.com
>
> The information contained in this e-mail, including any accompanying documents or attachments, is from Volkert, is intended only for the use of the individual or entity named above, and is privileged and confidential. If you are not the intended recipient, be aware that any disclosure, dissemination, distribution, copying or use of the contents of this message is strictly prohibited. If you have received this message in error, please notify Volkert immediately at our corporate office (251) 342-1070. Thank you for your cooperation. Go Noles!!
>
> **From:** David V. Forte [mailto:DVFORTE@myescambia.com]
> **Sent:** Thursday, March 01, 2018 6:41 PM
> **To:** Mike Warnke <mike.warnke@volkert.com>
> **Cc:** Cooper Saunders <Cooper_Saunders@myescambia.com>; Robin F. Lambert <RFLAMBER@myescambia.com>
> **Subject:** Re: Casino Beach Parking project
>
> All,
>
> The Board approved the right turn lane project to move forward and asked for it to happen as soon as possible.

Robin,

How quickly can we handle the deductive CO?

Mike, please reply to all with your formal scope and fee for the design of this project.

My hope to turnaround the design by the end of this month, and proceed with Pricing Agreement for construction in April.

Thanks.

Sent from my iPhone

On Mar 1, 2018, at 3:35 PM, Mike Warnke <mike.warnke@volkert.com> wrote:

> David-
>
> I am in agreement with the numbers below, so please let me know the direction and we will get started on the plans for the new driveway cut in asap.
>
> Thanks
>
> Mike Warnke, P.E., ENV SP
> Project Manager
> **Volkert, Inc.**
> (850) 512-8935
> mike.warnke@volkert.com
>
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>
> **From:** David V. Forte [mailto:DVFORTE@myescambia.com]
> **Sent:** Thursday, March 01, 2018 3:32 PM
> **To:** Mike Warnke <mike.warnke@volkert.com>
> **Cc:** Cooper Saunders <Cooper_Saunders@myescambia.com>; Robin F. Lambert <RFLAMBER@myescambia.com>
> **Subject:** Re: Casino Beach Parking project- Surveying Supplement request
>
> If as expected and the BCC provides direction tonight to proceed with the right-turn lane project in CB Parking Lot, I plan to seek a deductive CO to the existing CMP Phase II design for the fire station lot, withhold the $1,530 for the survey, and have the balance fund the $4,840 for the turn land design, and construction of such.
>
> The Fire Station is $84,090 with $4,238.43 earned. The balance is $79,851.57 then retain $1,530 for survey totals the deductive CO to $78,321.57.

$78,321.57 - $4,840 (design) = $73,481.57 towards construction.

The direction is probably going to be to design and construct this before this Summer, so we will have to turn around PO's, design and construction in short order.

David Forte, Division Manager

Transportation & Traffic Operations Division

Public Works Department

Escambia County, Florida

3363 West Park Place

Pensacola, Florida 32505

Main: 850.595.3404

Fax: 850.595.3405

From: Mike Warnke <mike.warnke@volkert.com>
Sent: Thursday, March 1, 2018 2:44:14 PM
To: David V. Forte
Cc: Cooper Saunders
Subject: Casino Beach Parking project- Surveying Supplement request

David-

As discussed, Included is the additional surveying supplement that we discussed for the Casino Beach parking lot project.
If you can approve this and get it included with the mods to the contract.

Thanks

Mike Warnke, P.E., ENV SP
Project Manager
Volkert, Inc.
(850) 512-8935
mike.warnke@volkert.com

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prohibited. If you have received this message in error, please notify Volkert immediately at our corporate office (251) 342-1070. Thank you for your cooperation. Go Noles!!

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

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<Escambia County PD 15-16.007_Supplement 3_Additional Surveying for Casino Beach Parking Area_11-30-17.pdf>

<Escambia County_Casino Beach- New Parking Lot Access Drive_Scope and Fee Proposal_2-27-18_signed.pdf>

VOLKERT

Volkert, Inc.
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

November 30, 2017

Mr. David Forte, Division Manager
Transportation and Traffic Ops Division
Escambia County
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Pensacola Beach Congestion Management Plan- Supplement #3 Request-
Additional Surveying for Casino Beach Parking Area
Escambia County Contract # PD 15-16.007 / PO161017

Dear Mr. Forte,

Volkert, Inc. is pleased to provide the included professional services scope of work for the additional services that has been requested for the Pensacola Beach Congestion Management Plan- Casino Beach Parking Lot.

The Scope of Services will include the following:

Task 1- Surveying Services:

Surveying Services:

- Provide additional Topographic and Location Surveying for the requested Right-Turn lane along Fort Pickens Road and the existing stormwater system in the Casino Beach Parking lot and pond that did not match the provided as-builts.

Deliverables:

- Signed and Sealed Topographical/Location Survey- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Fees: In accordance with included proposal from Pittman, Glaze and Associates, Inc.- dated 11-29-17

Schedule: This will cause no change to current discussed schedule

Should you have any questions or comments, please give me a call.

Sincerely,

Mike Warnke, P.E.
Project Manager
Volkert, Inc.

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

November 29, 2017

Mike Warnke
Volkert, Inc.
215 Fairpoint Drive, Suite B
Gulf Breeze, FL 32561

Ref: Villa Sabine 1st Addition, Block K - Beach Parking Site #2

Dear Mr. Warnke:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

1. *Locate, excavate, elevations of storm structures*	*$530.00*
2. *Additional topo for turn lane*	*$1,000.00*
Grand Total	***$1,530.00***

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 ✦

VOLKERT

Volkert, Inc.
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

February 27, 2018

Mr. David Forte, Division Manager
Transportation & Traffic Operations Division
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

RE: Casino Beach Parking Area- New Parking Area Access Drive Engineering Design Plans-
Scope and Fee Proposal

Dear David-

Volkert, Inc. is pleased to provide design services for the proposed Casino Beach Parking Lot new Parking Area Access Drive in general accordance with the included Volkert Sketch (attachment 1).

Scope of Services:
Volkert will provide design drawings for the proposed construction of the new Parking Area Access Drive. The design drawings will include required demolition, construction, striping and signage. Volkert will also include an estimated construction cost for the proposed work based on the latest Escambia County Unit Pricing Agreement. The design work will be completed using the already established surveying that was completed and no additional surveying will be provided. Our proposal does not include any surveying services, bidding or inspection services. Should these services be requested they will be negotiated at the time they are requested.

Deliverables: Two (2) signed and sealed and one electronic copy of the final design drawings and Escambia County Unit Pricing Construction Estimate.

Schedule: Final Design Drawings will be delivered to Escambia County within 20 days of Notice to precede.

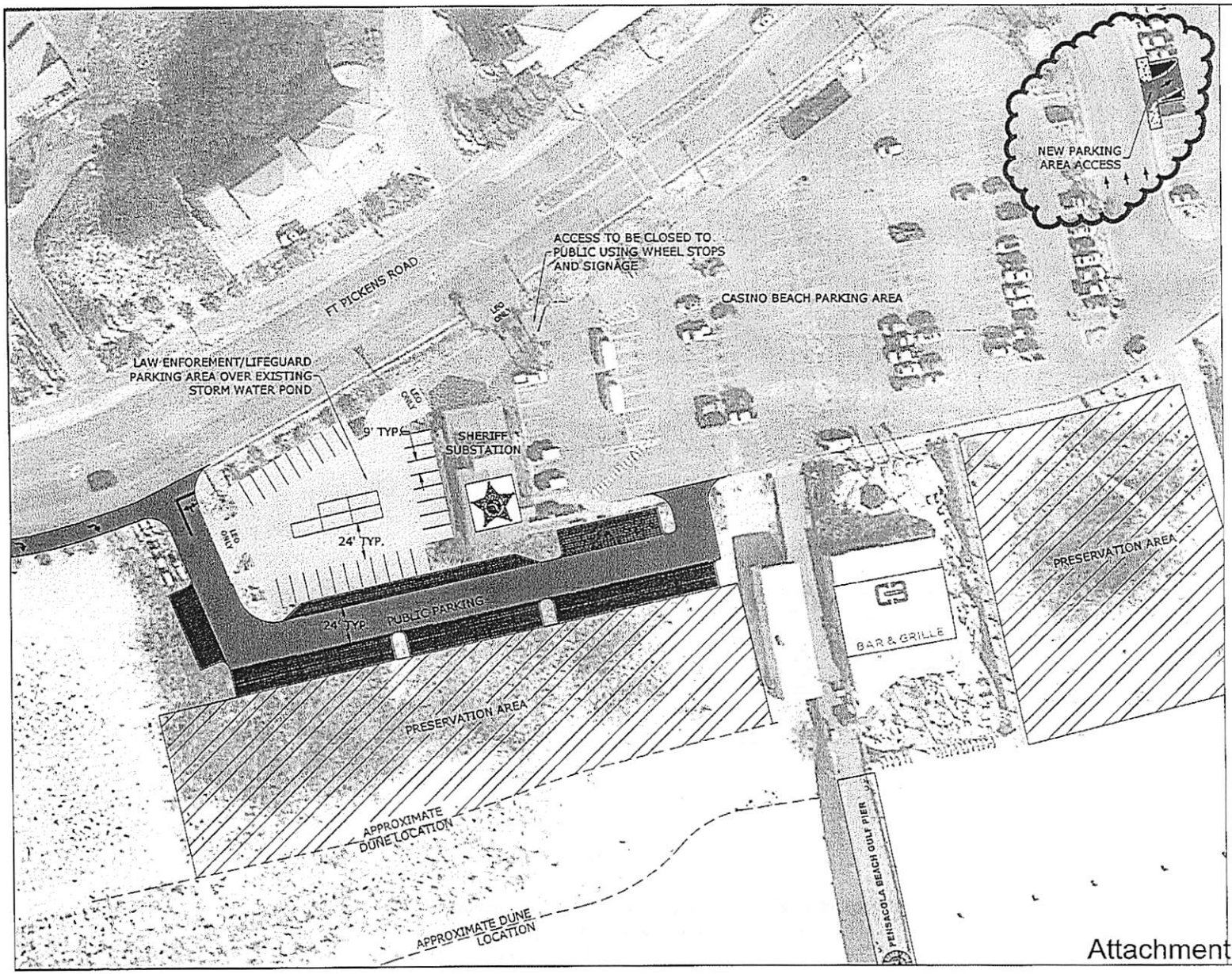
Fee Proposal:
Volkert's fees for this project will be billed lump sum. The estimated man hours and staff to be assigned to this project are included in attachment 2- Fee Proposal Estimate. The Lump Sum fee for the project is $4,840.00.

We appreciate this opportunity and look forward to working with Escambia County on this project and on future projects. If you have any questions, please do not hesitate to contact Mike Warnke, P.E. at 850-512-8935.

Sincerely,

Shawn R Justice

Shawn Justice
Vice President
Volkert, Inc.



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W E
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30 15 0 30
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 30'
HALF SIZE 1" = 60'

CASINO BEACH PARKING AREA
PUBLIC PARKING SPACES:
52 SPACES

ADA ACCESSIBLE PARKING:
4 SPACES

LAW ENFORCEMENT/LIFE GUARD
PARKING ONLY AREA:
36 SPACES

TOTAL PARKING SPACES
PROVIDED:
88 SPACES

PENSACOLA BEACH CONGESTION
MANAGEMENT PLAN
TASK 2G-PARKING RECOMMENDATIONS
CASINO BEACH
PARKING AREA

VOLKERT
Engineers • Surveyors • Planners
8601 N. Davis Hwy., Suite 55
Pensacola, FL 32514
Telephone (850) 477-7485

PROJECT NUMBER 635500.WR

SHEET 1 OF 5

Attachment 1

VOLKERT, INC.

Escamambia County Direct SelectionFee Proposal Estimate

Pensacola Beach- Casino Beach Parking Area- New Parking Area Access Drive

Design Services

Attachment 2

Classification	Hours	Rate	Total
Supervisor	2.00	$170.00	$340.00
Project Manager	8.00	$155.00	$1,240.00
Staff 2 Professional	10.00	$120.00	$1,200.00
Cad Tech	24.00	$100.00	$2,400.00
		Total	**$4,840.00**

Volkert 2016 Contract Rates are Based on Current FDOT Audited rates:

Overhead(home & branch)- 160.13%

FCCM- .474%

OM- 15%

Invoice

VOLKERT

Remittance address to lockbox:
Dept. #2042
Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

80493

January 31, 2018
Project No: 0635500.WFR
Invoice No: 01801008

ESCAMBIA CO FL PUBLIC WORKS
3363 W PARK PLACE
PENSACOLA, FL 32505

Professional services related to the Pensacola Beach Congestion Management Plan dated February 18, 2016, Supplement #1/Phase II, and Supplement #2/Phase III per Letter Agreement dated July 17, 2017 and Contract # PD 15-16.007 and Purchase Order # 161017-1 dated August 14, 2017.

Professional Services from December 23, 2017 to January 19, 2018

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 1 - Congestion Mngmnt Plan	124,053.00	100.00	124,053.00	124,053.00	0.00
Task 2a - Surveying Services	45,062.00	100.00	45,062.00	45,062.00	0.00
Task 2b - Ingress/Egree to Casino Beach	103,895.00	100.00	103,895.00	103,895.00	0.00
Task 2c - Ingress/Egress to Circle K	60,515.00	99.2564	60,064.99	60,064.99	0.00
Volkert Environmental	2,420.00	100.00	2,420.00	2,420.00	0.00
Task 2d - Transit Analysis & Feasibility	48,910.00	100.00	48,910.00	48,910.00	0.00
Task 2e - Evaluate Traffic Signal	5,270.00	100.0002	5,270.01	5,270.01	0.00
Task 2f - Concp Design of Ped Crossing	16,180.00	100.00	16,180.00	16,180.00	0.00
Task 2g - Parking Recommendations	17,870.00	100.00	17,870.00	17,870.00	0.00
Task 3 - Long Term Capital Improvement	24,052.00	100.00	24,052.00	24,052.00	0.00
Opt Services - Coor Ped Signal Design	15,000.00	100.00	15,000.00	15,000.00	0.00
Supp. 1/Task 1 - Surveying Services	9,880.00	100.00	9,880.00	9,880.00	0.00
Supp. 1/Task 2 - Geotech. Services	12,120.00	54.6205	6,620.00	6,620.00	0.00
Supp. 1/Task 3 - Casino Beach Parking	150,735.00	39.3785	59,357.13	31,604.70	27,752.43
Supp. 1/Task 4 - Fire Station Parking	84,090.00	5.0403	4,238.43	4,238.43	0.00
Supp. 2/Task 1 - Surveying Services	45,000.00	85.98	38,646.00	31,725.00	6,921.00
Supp. 2/Task 2 - Geotech. Services	21,250.00	98.1294	20,852.50	20,852.50	0.00
Supp. 2/Task 3 - Alternative C	822,539.10	14.2019	116,816.35	97,940.83	18,875.52
Supp. 2/Task 4 - Old Vis. Ctr Parking	32,610.00	10.00	3,261.00	641.10	2,619.90

Project	0635500.WFR	PENSACOLA BEACH CONGESTION MGMT PLAN			Invoice	01801008
Supp. 2/Task 5 - Public Involvement		163,458.23	0.00	0.00	0.00	0.00
Total Fee		1,804,909.33	722,448.41	666,279.56	56,168.85	

Total Fee **56,168.85**

Total this Invoice **$56,168.85**

Billings to Date

	Current	Prior	Total
Fee	56,168.85	666,279.55	722,448.40
Totals	**56,168.85**	**666,279.55**	**722,448.40**

Authorized By: Sarah Beth Walker Sarah Beth Walker Date: 1/3/18

VOLKERT, INC.

PD 15-16.007 / PO 161017
Pensacola Beach Congestion Managament Plan
Escambia County BOCC
Volkert Project #'s 635500.WR / 635001.WR / 635502.WR

Prepared By: MJW

PROGRESS REPORT NO. 18

		(December 2017)		(January 2018)		
		PREVIOUS MONTH		CURRENT MONTH		
WORK ITEM	TOTAL COST	% COMPLETE LAST MONTH	AMOUNT	% COMPLETE THIS MONTH	AMOUNT	AMOUNT DUE THIS MONTH
Task 1- Congestion Management Plan (635500.WR)	$24,780.00	100.00%	$24,780.00	100.00%	$24,780.00	$0.00
Congestion Management Plan (635500.WT)	$7,500.00	100.00%	$7,500.00	100.00%	$7,500.00	$0.00
Jerry Pate- Landscape Architecture (635500.WR)	$5,000.00	100.00%	$5,000.00	100.00%	$5,000.00	$0.00
EPR- Public Involvement (635500.WR)	$51,443.00	100.00%	$51,443.00	100.00%	$51,443.00	$0.00
VHB- Transit (635500.WR)	$35,330.00	100.00%	$35,330.00	100.00%	$35,330.00	$0.00
Task 2a- Surveying Services(635500.AV)	$33,850.00	100.00%	$33,850.00	100.00%	$33,850.00	$0.00
ASI LIDAR(635500.AV)	$11,212.00	100.00%	$11,212.00	100.00%	$11,212.00	$0.00
Task 2b- Ingress/Egress to Casino Beach(635500.WR)	$74,733.75	100.00%	$74,733.75	100.00%	$74,733.75	$0.00
Ingress/Egress to Casino Beach(635500.WT)	$24,911.25	100.00%	$24,911.25	100.00%	$24,911.25	$0.00
NOVA- Geotechnical(635500.WR)	$4,250.00	100.00%	$4,250.00	100.00%	$4,250.00	$0.00
Task 2c- Ingress/Egress to Circle K(635500.WR)	$49,142.75	100.00%	$49,142.75	100.00%	$49,142.75	$0.00
Ingress/Egress to Circle K(635500.WT)	$8,672.25	100.00%	$8,672.25	100.00%	$8,672.25	$0.00
NOVA- Geotechnical(635500.WR)	$2,700.00	83.3335%	$2,250.00	83.3335%	$2,250.00	$0.00
Volkert Environmental(635500.AE)	$2,420.00	100.00%	$2,420.00	100.00%	$2,420.00	$0.00
Task 2d- Transit Analysis and Feasibility Study- VHB(635500.WR)	$48,910.00	100.00%	$48,910.00	100.00%	$48,910.00	$0.00
Task 2e- Evaluate Traffic Signal(635500.WT)	$5,270.00	100.00%	$5,270.00	100.00%	$5,270.00	$0.00
Task 2f- Conceptual Design of Pedestrian Crossings(635500.WR)	$4,850.00	100.00%	$4,850.00	100.00%	$4,850.00	$0.00
Conceptual Design of Pedestrian Crossings(635500.WT)	$11,330.00	100.00%	$11,330.00	100.00%	$11,330.00	$0.00
Task 2g- Parking Recommendations(635500.WR)	$13,608.00	100.00%	$13,608.00	100.00%	$13,608.00	$0.00
Parking Recommendations(635500.WT)	$1,512.00	100.00%	$1,512.00	100.00%	$1,512.00	$0.00

NOVA- Geotechnical(635500.WR)	$2,750.00	100.00%	$2,750.00	100.00%	$2,750.00	$0.00
Task 3- Long Term Capital Improvement Plan(635500.WR)	$12,910.50	100.00%	$12,910.50	100.00%	$12,910.50	$0.00
Long Term Capital Improvement Plan(635500.WT)	$679.50	100.00%	$679.50	100.00%	$679.50	$0.00
EPR- Public Involvement(635500.WR)	$10,462.00	100.00%	$10,462.00	100.00%	$10,462.00	$0.00
Optional Services- Coordinated Pedsterian Signal Design(635500.WT)	$15,000.00	100.00%	$15,000.00	100.00%	$15,000.00	$0.00
Phase II- Additional Parking Areas Supplement						
Task 1- Surveying Services	$620.00	100.00	$620.00	100.00	$620.00	$0.00
Pittman, Glaze and Associates	$9,260.00	100.00	$9,260.00	100.00	$9,260.00	$0.00
Task 2- Geotechnical Services	$620.00	100.00	$620.00	100.00	$620.00	$0.00
NOVA- Geotechnical	$11,500.00	52.17	$6,000.00	52.17	$6,000.00	$0.00
Task 3- Design Services for Casino Beach Parking	$74,970.00	38.50	$28,863.45	52.50	$39,359.25	$10,495.80
Environmental Services- Volkert	$53,750.00	5.10	$2,741.25	14.45	$7,766.88	$5,025.63
Jerry Pate Design- Landscape Architecture Services	$18,713.00	0.00	$0.00	55.60	$10,404.43	$10,404.43
Jerry Pate Design- Irrigation Design	$3,302.00	0.00	$0.00	55.32	$1,826.57	$1,826.57
Task 4- Design Services for Parking Area Near Fire Station	$60,695.00	6.50	$3,945.18	6.50	$3,945.18	$0.00
Environmental Services- Volkert	$5,750.00	5.10	$293.25	5.10	$293.25	$0.00
Jerry Pate Design- Landscape Architecture Services	$14,998.00	0.00	$0.00	0.00	$0.00	$0.00
Jerry Pate Design- Irrigation Design	$2,647.00	0.00	$0.00	0.00	$0.00	$0.00
Phase III- Roundabouts with Pedestrian Underpasses Supplement	(84090)				(4238.43)	
Task 1- Surveying Services	$45,000.00	82.50	$37,125.00	97.88	$44,046.00	$6,921.00
Task 2- Geotechnical Services	$3,650.00	85.00	$3,102.50	85.00	$3,102.50	$0.00
NOVA- Geotechnical	$17,600.00	70.17	$12,350.00	70.17	$12,350.00	$0.00
Task 3- Design Services for Alternative C Roadway	$783,259.10	12.48	$97,740.83	14.89	$116,616.35	$18,876.52
Environmental	$2,000.00	10.00	$200.00	10.00	$200.00	$0.00
Jerry Pate Design- Landscape Architecture Services	$31,688.00	0.00	$0.00	0.00	$0.00	$0.00
Jerry Pate Design- Irrigation Design	$5,592.00	0.00	$0.00	0.00	$0.00	$0.00

79851.57

Task 4- Design Services for Old Visitors Center Parking Area	$29,110.00	1.00	$291.10	10.00	$2,911.00	$2,619.90
Environmental	$3,500.00	10.00	$350.00	10.00	$350.00	$0.00
Task 5- Public Involvement and Roundabout Education Program	$98,250.00	0.00	$0.00	0.00	$0.00	$0.00
EPR	$65,208.23	0.00	$0.00	0.00	$0.00	$0.00
TOTAL LUMP SUM PROJECT COSTS	$1,804,909.33	36.91%	$666,279.56	40.03%	$722,448.41	$56,168.85

AMOUNT DUE THIS MONTH	$56,168.85

PROGRESS
Phase II-
Casino Beach Plan 60% Plan Development
Casino Beach Plan 60% Lighting Plan Development
Casino Beach Plan 60% LA Plan Development
Casino Beach Parking 60% Plans submitted for Review
Casino Beach Parking Pre-App Meeting w/ FDEP
Phase III-
Utility Coordination
30% Plan Development
30% Plan Submittal

Jerry Pate Design

Invoice

Date	Invoice #
1/18/2018	10890

Bill To	Project
Volkert Mike Wamke mike.wamke@volkert.com	JPD Project No. 17016.02 Volkert Pensacola Beach

Terms	Due Date
	1/18/2018

Description	Amount
Consult during Site Planning Phase	1,705.00
60% Documents	10,526.00

Total	$12,231.00
Payments/Credits	$0.00
Balance Due	$12,231.00

301 Schubert Drive
Pensacola, FL 32504
850-479-4653

Project:	17016 Volkert Pensacola Beach	Date:	1/18/2018
Company:	Jerry Pate Design, Inc.	Invoice No.:	
Discipline:	Landscape Architecture/Irrigation Design		

Basic Services	Contract Amount	Previous Fee Billing	Percent Complete	Current Billing	Job to Date Billed	Amount Remaining
Project 2-Sheriff Substation Lot						
Consult during Site Planning Phase	$1,705	$0	100%	$1,705	$1,706	$0
60% Documents	$10,526	$0	100%	$10,526	$10,526	$0
90% Documents	$6,116	$0	0%	$0	$0	$6,116
Final Documents	$2,038	$0	0%	$0	$0	$2,038
Construction Inspection	$1,630	$0	0%	$0	$0	$1,630
Total Fee	$22,015	$0	56%	$12,231	$12,231	$9,784

Additional Services

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	220584	Vendor Name:	Volkert Inc		
Project Number:	17EN3994	P.O. Number:	161017	C.O. Number	3
Department:	Public Works Department/Engineering	P.D. Number:	15-16.007	Date:	07/12/18

Notes for Modifying the Scope of Award:

This is an administrative change order reallocating funds in the amount of $25,165.00. The request is to reallocate monies from previous tasks, Fire station parking lot, to a new tasks, Old VIC Building Parking Lot. Volkert will provide additional survey, plan development, plan production, coordination meetings, bid package production, pre-bid meeting, bid tabulation review and limited construction oversight. See attached proposal for a full scope outline and man-hour breakdown. 376 days are requested to carry contract through construction. Funding is already established under the Fire Station parking lot task item and is being reallocated to the new task items. There will be no additional funding needed at this time. Lease termination required before NTP.CIP: Pensacola Beach Congestion Management Plan.

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	
Adding Dollars to Line Item No:					
Deleting Dollars from Line Item No:	0				$0.00

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$968,351.50
Net Dollars added or subtracted:	$0.00
New Purchase Order Total Dollars:	$968,351.50
Previous Contract Total Dollars:	$0.00
Net Dollars added or subtracted:	$0.00
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	17EN3994	$0.00	-$1,011,811.49
210106	56301	18EN0224	$0.00	$967,901.49
210107	56301	15EN3344	$0.00	$450.01
			$0.00	$968,351.50

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** _____

Contract Administrator's Certification & Approval: _____ **Date:** _____

Department Director: Joy Jones cn=Joy Jones, o=Public Works, ou=Engineering, email=djjones@myescambia.com, c=US 2018.07.13 10:36:44 -05'00' **Date:** _____

F0020 (Revised 1/31/2008)

Digitally signed by David Forte
DN: cn=David Forte, o=Public Works, ou=Transportation & Traffic Operations, email=dvforte@myescambia.com, c=US
Date: 2018.07.13 08:27:01 -05'00'

James Duncan
cn=James Duncan, o=Public Works, ou=Engineering, email=jeduncan@myescambia.com, c=US
2018.07.06 08:03:54 -05'00'

Joy Jones
cn=Joy Jones, o=Public Works, ou=Engineering, email=djjones@myescambia.com, c=US
2018.07.11 14:36:25 -05'00'

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	Congestion Management Plan (Phase II Parking Lots)
Project ID:	PD15-16.007
Location:	District 4
Project Manager:	Cooper Saunders
Date:	7/2/2018

Digitally signed by David Forte
DN: cn=David Forte, o=Public Works, ou=Transportation & Traffic Operations, email=dvforte@myescambia.com, c=US
Date: 2018.07.08 15:49 -05'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This RFF is for an administrative change order in the amount of $25,165.00. The request is to reallocate monies from previous tasks, Fire station parking lot, to a new tasks, Old VIC Building Parking Lot. Volkert will provide additional survey, plan development, plan production, coordination meetings, bid package production, pre-bid meeting, bid tabulation review and limited construction oversight. See attached proposal for a full scope outline and man-hour breakdown. 376 days are requested to carry contract through construction. Funding is already established under the Fire Station parking lot task item and is being reallocated to the new task items. There will be no additional funding needed at this time. Lease termination required before NTP.

Attached backup documentation		page (s).
RFF/NTP Start Date		or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by	376	calendar days.
	7/11/2019	Completion date

Cooper Saunders
cn=Cooper Saunders, o=Public Works, ou=Engineering, email=Cooper_Saunders@myescambia.com, c=US
2018.07.11 12:37:31 -05'00'

				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 #	3				$ ~~25,165.00~~
Task Order PD	15-16.007	Consultant	Volkert		
Funds for Original Work Order					
Funds for Change Order #					
Contract PD					
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				$ -	$ ~~(25,165.00)~~

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:

VOLKERT

Volkert, Inc.
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

June 27, 2018

Mr. David Forte, Division Manager
Transportation and Traffic Ops Division
Escambia County
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Pensacola Beach Congestion Management Plan- Supplement #5-
Phase II- Design Services for Old Visitors Center / Sandshaker Parking Area Access and Additional Parking
Scope of Work and Fee Proposal
Escambia County Contract # PD 15-16.007 / PO161017
Volkert Project #635501.WFR

Dear Mr. Forte,

Volkert, Inc. is pleased to provide the included professional services scope of work for the additional design services that has been requested for the Pensacola Beach Congestion Management Plan- Phase II- Old Visitors Center / Sandshaker Parking Area Access and Additional Parking. The proposed design will be in accordance with the included conceptual layout that will be refined for the proposed project.

The Scope of Services will include the following:

Task 1- Design Services for Old Visitors Center / Sandshaker Parking Area Access and Additional Parking:

Engineering Services:

- Coordination with Escambia County Staff / SRIA / Leaseholders
- Field Reviews of Existing Site Conditions
- Conceptual Layout Development
- Complete Plans and Specifications for proposed Old Visitors Center / Sandshaker Parking Area Access and Additional Parking to include access management, site plans, layout, drainage, lighting, utility coordination and MOT- Preliminary and Final plans.
- Plan Reviews with County Staff for Each Submittal including cursory review meeting prior to submittals- Preliminary and Final reviews.
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- Preliminary and Final
- Utility Coordination in accordance with the Latest Escambia County requirements, including plans in hand reviews

VOLKERT

Volkert, Inc.
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

- Coordinate with Escambia County on Bid Documents, as required
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections- Included in original scope
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **Preliminary Plan Submittal:** 90% Plans which will include Key Sheet/General Notes/Existing Area/Demo Drawings/Proposed Area Improvements/Details/SWPPP/Cross Sections/MOT/Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic (.pdf) and 2 Hard Copies.
  90% Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **Final Plan Submittal-** Final Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Signal Plans and Timings/Summary of Pay Items/Details/Summary of Quantities/Cross Sections/MOT- 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

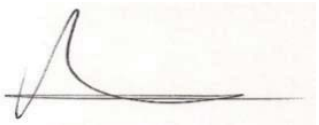
Fees:

Task 1 Fee- $25,165.00

See included Manhour Estimate

Schedule: The anticipated preliminary schedule is included.

Sincerely,



Mike Warnke, P.E.
Project Manager
Volkert, Inc.

Manhour Estimate for Engineering Services
Phase II- Old Visitors Center / Sandshaker Parking Area Access and Additional Parking - Supplement #5

Task 1- Design Services Old Visitors Center / Sandshaker Parking Area Access and Additional Parking	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination w/ Escambia County Staff /SRIA / Lease Holders	0	4	0	4	0	0	0
2 Field Reviews of Existing Site Conditions	0	2	0	2	0	0	0
3 Conceptual Layout Development	0	2	0	2	2	0	4
4 Preliminary Plan Development	0	8	0	10	6	0	40
5 Preliminary Plan Review Meeting	0	2	0	0	0	0	0
6 Final Plan Development	0	8	0	10	5	0	30
7 Final Plan Review Meeting	0	2	0	0	0	0	0
10 Lighting Design	0	10	0	10	0	0	12
11 Cost Estimates/Quantities	0	4	0	3	2	0	4
12 Utility Coordination	0	4	0	2	0	0	0
13 Limited Construction Admin.	0	4	0	2	0	0	0
14 As-Built Certifications	0	2	0	2	2	0	4
15 QA/QC reviews	0	4	0	0	0	0	0
Total	**0**	**56**	**0**	**47**	**17**	**0**	**94**

Cost Estimate for

Phase II- Old Visitors Center / Sandshaker Parking Area Access and Additional Parking - Supplement #5

Task 1- Design Services Old Visitors Center / Sandshaker Parking Area Access and Additional Parking	Rate	Manhour	Cost	
Principal	$230.81	0	$0.00	
Project Manager	$155.00	56	$8,680.00	
Supervisor	$170.00	0	$0.00	
Staff 2 Professional	$120.00	47	$5,640.00	
Staff 1 Professional	$85.00	17	$1,445.00	
Senior Designer	$114.41	0	$0.00	
CAD Tech	$100.00	94	$9,400.00	
Total Direct Labor			**$25,165.00**	
Other Services				
Task 1 Estimate			**$25,165.00**	LS

Total	**$25,165.00**	LS

PBCMP- Phase II- Design Services for Old Visitors Center / Sandshaker Parking Area Access and Additional Parking- Supplement #5

Preliminary Schedule:

- Anticipated NTP- 7/23/18
- Field Review / Conceptual Plan Development(1 weeks)- 7/23/18 – 7/30/18
- Preliminary Plan Development(2.5 weeks)- 7/30/18 – 8/17/18
- Preliminary Plan Review by Escambia County(1 week)- 8/17/18 – 8/24/18
- Final Plan Development(2 weeks)- 8/24/18 – 9/7/18
- Final Plan Review by Escambia County(1 week)- 9/7/18 – 9/14/18
- Released for Construction Plans/Bid Package Completed- 9/19/18
- Project Bidding(8 weeks)- 9/19/18 – 11/14/18
- Construction NTP- 11-19-18

UMW
1/2" CAPPED
REBAR FOUND
UNREADABLE
5/8" REBAR FOUND
50'
5'
24'
PRESENT R/W
PRESENT R/W

PURCHASE ORDER NO. 161017

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
220584 FAX: 251-968-2318
VOLKERT INC
P O BOX 7434
MOBILE AL 36670

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/22/16	BUYER: PAUL NOBLES	REQ. NO.: 16001154	REQ. DATE: 02/19/16
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 15-16.007	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CONTACT DAVID V. FORTE AT 850-595-3595 WITH ANY QUESTIONS.		
01	1.00	LOT	CONTRACT PD 15-16.007 "PENSACOLA BEACH CONGESTION MANAGEMENT PLAN", LUMP SUM AMOUNT OF $448,227, PLUS ALLOWANCE OF $15,000, FOR A TOTAL OF $463,227. BCC APPROVAL 02/18/2016	463227.0000	463,227.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	463,227.00	15EN3344

PAGE TOTAL $	463,227.00
TOTAL $	463,227.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

VOLKERT, INC.

PD 15-16.007, PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of February, 2016, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Volkert, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 6601 North Davis Highway, Suite 53, Pensacola, Florida 32504, and whose Federal tax identification number is 63-0247014 (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: Volkert, 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 V. Forte, Program Manager, Public Works/Engineering. 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 15-16.007, Pensacola Beach Congestion Management Plan.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 15-16 in the amount of Four Hundred Sixty Three Thousand Two Hundred Twenty Seven Dollas ($463,227.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 15-16.007, Pensacola Beach Congestion Management Plan, and as represented in the Consultant's Letter of Interest response to PD 15-16.007, 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 $To Be Established.

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 Four Hundred Sixty Three Thousand Two Hundred Twenty Seven Dollas ($463,227.00). 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:

Volkert, Inc.
6601 North Davis Highway, Suite 53
Pensacola, Florida 32504

(d) Invoices to the County shall be sent to:

David V. Forte
Program Manager
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

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. 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).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, 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.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these 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.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Volkert, Inc., signing by and through its David Webber, P.E., Senior 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.

By: _____
Jack R. Brown, County Administrator

Date: 2/24/16

BCC Approved: February 18, 2016

_____
Witness

_____
Witness

CONSULTANT:
Volkert, Inc., a Florida Corporation authorized to do business in the State of Florida.

By: _____
David Webber, P.E., Senior Vice President

Date: 2/22/16

ATTEST: Corporate Secretary

By: _____
Secretary

Exhibit A

VOLKERT

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February 3, 2016

Mr. Paul Nobles, CPPO, CPPB, FCCM, FCN, FCPM
Escambia County Purchasing Coordinator
213 Palafox Place- 2nd Floor
Pensacola, FL 32502

Re: PD 15-16.007- Pensacola Beach Congestion Management Plan- Scope of Services- Final

Dear Mr. Nobles,

Volkert, Inc. is pleased to provide the included professional services scope of work for the Pensacola Beach Congestion Management Plan Project. It is our understanding that the project will involve three initial tasks- Task 1 will be to review the Existing EDSA Pensacola Beach Master Plan dated 2010 and prepare a Pensacola Beach Congestion Management Plan, task 2 will be the implementation of several short term traffic congestion improvement projects and task 3 will be the development of a Long Term Capital Improvement Program to provide a funding plan for the improvement recommendations of the Congestion Management Plan.

The Scope of Services will include the following:

Task 1- Congestion Management Plan-

- Provide a Review of the Existing EDSA Pensacola Beach Master Plan dated 2010
- Provide a Review of the Existing BDI Feasibility, Funding and Phasing Report Dated February 2012
- Conduct six (6) Meetings with Escambia County Staff throughout the Congestion Management Plan Process
- Provide Congestion Management Plan in accordance with recommendation from Escambia County Staff, SRIA, and Interested Stakeholders
- Present Congestion Management Plan to the SRIA for review and adoption
- Present Congestion Management Plan to Escambia BOCC for final review and adoption

Landscape Architecture Services-

- Conceptual Landscape Architecture Planning for the Core Area to include budgetary estimates

Public Involvement-

- Setup and Maintain the Public Involvement Program throughout the Congestion Management Plan process
- **Public Involvement Data Collection-** This task includes the development 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, we shall prepare, organize and update resident and business mailing lists for the use of the project.

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This task includes the work that our Team has to 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.

• Scheduled **Public Meetings** We shall provide all support, personnel, materials and facilitation tasks necessary to participate in various public meetings, which will include:

a. Elected Officials Meeting:
We will prepare all necessary displays, maps, script, etc. to make a presentation to the Escambia County BOCC.

b. Public Kick-off Meeting:
We will find and set up a meeting location, provide draft meeting layout, edit and prepare media distribution (radio, newspaper, and etc.), and provide minor site signs. In addition, we will prepare, review and mail property owner letters. We will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays, handle crowd movement, check-in meeting attendees and etc. We will prepare all meeting graphics, newsletters, newspaper ads, notification letters, scripts and displays. We will actively participate in all portions of the presentation and will facilitate all meetings. We will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by the client.

c. Informational Meeting:
We will find and set up a meeting location, provide draft meeting layout, edit and prepare media distribution (radio, newspaper, and etc.), and provide minor site signs. In addition, we will prepare, review and mail property owner letters. We will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays, handle crowd movement, check-in meeting attendees and etc. We will prepare all meeting graphics, newsletters, newspaper ads, notification letters, scripts and displays. We will actively participate in all portions of the presentation and will facilitate all meetings. We will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by the client.

d. Alternative Public Meeting:
We will find and set up a meeting location, provide draft meeting layout, edit and prepare media distribution (radio, newspaper, and etc.), and provide minor site signs. In addition, we will prepare, review and mail property owner letters. We will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays, handle crowd movement, check-in meeting attendees and etc. We will prepare all meeting graphics, newsletters, newspaper ads, notification letters, scripts and displays. We will actively participate in all portions of the presentation and will facilitate all meetings. We will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by the client.

• Un-**Scheduled Public and Agency Meetings** (includes small group or one on one meetings)
Includes eight (8) "One on One" and/or small group meetings and (3) agency meetings.
One on One or Small Group Meeting - We will find and set meeting location, provide draft meeting layout, we will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays and facilitate meeting. We shall prepare all meeting graphics. We will actively participate in all portions of the presentation and will facilitate all meetings.
Agency Meetings - Includes (1) TPO update meeting.

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- Special **Public Involvement Requirements**

a. **General Public Correspondence** – This task includes the compiling and responding to comments received on the project and the summarizing of the coordination effort.
b. **News Letters, Preparation / Distribution** -- Preparation of newsletters – one every two months. Total of 6 newsletters. We will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by the Client.
c. **Web Site Development** - Preparation of banner and other material for the County to include on the County website
d. **Web Site Maintenance** – Updating the website content every month, anticipated at twelve months.

Transit Component of Congestion Management Plan (VHB)-

- **Project Management**

VHB, a member of the Volkert Team, will develop a Transit Component Work Plan (TCWP) that details the project organization and the interfaces between the client, consultant team and other partners in the project. The TCWP will be developed in close coordination with other elements to be analyzed as part of the Short Term Improvement Program. This TCWP will detail what reviews will be performed to assure that the project progresses in a timely fashion according to the schedule and within budget. VHB's Project Manager, will supervise the project's overall progress, including scheduling requirements, budgetary constraints, and task assignments. The Project Manager will provide project oversight and technical support on day-to-day work activities and coordination.

VHB will prepare a project schedule that will be updated monthly in order to assure that the project progresses in a timely manner, and so that it reflects updated data and information gathered throughout the project. Biweekly project updates will be given to Volkert's project manager so progress can be shared with Escambia County. The Project Manager will submit monthly status reports and schedule updates to Volkert's project manager to apprise them of the project's progress.

As part of this Task VHB will attend the following meetings:

- Public Meetings:
  - Two (2) in person
  - One (1) by phone
- Meetings with Escambia County Staff throughout the Congestion Management Plan process, attendance to three (3) of the six (6) meetings:
  - One (1) in person
  - Two (2) by phone

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• **Action Plan Report-** Once the preferred alternative is selected, VHB will develop a final set of recommendations. The recommendations will include description of any capital improvements, policy strategies, and specific findings concerning route structure and operations summarized in an Action Plan Report. These recommendations will be prioritized for Escambia County, and include next steps as to phased implementation. All recommendations will be based on detailed information and analysis that will include:

- **Cost and Impacts Description** - The Final Action Plan Report will describe all components of the preferred system scenario and the related costs capital and operating to sufficient detail for financial planning purposes.
- **Financial Plan** – Fiscal constraints must be recognized in developing a sustainable Pensacola Beach Trolley action plan for the 5-year planning horizon. Thus, the recommendations will be constrained by what can achieved and funded within reasonably available resources. Input into the financial plan will include the funds draw down requirements to meet the capital expenditures, the annual costs of operations, the projected needs for equipment replacement, the income side will be mainly provided by Escambia County. However, VHB will identify a range of potential federal and state grant funding opportunities that may be available to support the action plan recommendations.
- **Detailed Implementation Plan** – VHB will define the phasing approach and policy or procedural prerequisites to implementation of the service recommendations. The plan will provide a prioritized implementation schedule, based on recommendations that provide the "biggest bang for the buck". The assessment will also address the following:
    - Agency Responsibility – various recommendations may require leadership roles by not only Escambia County, but also various regional and governmental partners to secure funding. The plan will suggest a strategy for agency roles and responsibilities as well as recommend specific components for Escambia County to ensure implementation.
    - Schedule – each aspects of the plan will be sequenced with an expected start and end date.

The final report and recommendations will be organized into a study document including text, tables, graphics, and mapping necessary to fully describe the action plan results. A Draft Report will be provided to the County for review and commenting, upon receiving review comments from the County, the Final Report will be produced and delivered.

Deliverables: Provide 2 Hard Copies and a CD containing a .pdf copy of the Final Congestion Management Plan

Task 2- Short Term Traffic Congestion Improvement Projects-

2a- Surveying Services:

Surveying Services:

• Provide Topographic and Location Survey of the existing Roadways, Driveways, Building and Parking Areas to include all above ground improvements and utilities that are required to complete the design projects 2b, 2c and 2hb using LIDAR. Topographic Survey to be in accordance State Plane Coordinates,

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NAVD 88 Elevation Data and in accordance with the Escambia County Standards and the Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers

Deliverables:

- Signed and Sealed Topographical/Location Survey- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

2b- Ingress/Egress Modifications to the Casino Beach Parking Area including Dual Right Turn Lanes into Casino Beach Parking Area at the Sideline's Entrance and Hot Right Turn Lane extension of Fort Pickens Road:

Surveying Services:
- Completed as part of Task 2a

Geotechnical Services:
- Complete 14 STBs with pavement cores (up to 70 LF of drilling)
- Obtain photographs documenting observed pavement distresses for the Casino Beach Parking Area Entrance Drives
- Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt)
- Laboratory analysis to include limited classification tests, moisture content and permeability tests
- Engineering evaluation and reporting to render opinion on the condition of the existing parking lot

Engineering Services:
- Coordination with Escambia County Staff
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Analysis of existing traffic conditions entering and exiting Casino Beach parking area in order to increase ingress/egress efficiency for vehicular movements. Up to three (3) circulation plans will be developed for review by Escambia County
- Traffic Analysis to determine needed storage length for turn lanes and logical terminus for each turn lane into Casino Beach Parking Area
- Traffic Analysis to determine needed storage length for turn lanes and logical terminus for each turn lane onto Fort Pickens Road
- Evaluation of Old Visitors Center for Removal to facilitate turn lane extension
- Discussion of Removal/Relocation options with current leaseholder of Old Visitors Center
- Conceptual Plan Presentation to SRIA Board at 30% Design
- Complete Plans and Specifications for the agreed upon Ingress/Egress Modifications- 30%, 90% and 100%.

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- Plan Reviews with County Staff for Each Submittal including cursory review meeting prior to submittals- 30%, 90% and 100%
- Schedule updates at each submittal- 30%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- final draft at 90% and final at 100%.
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **30% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 30% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections- All items to be provided in Electronic(.pdf) and 2 Hard Copies.
- **90% Submittal**- 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections - 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal**- 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections- 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
  Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout**- As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

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2c- Ingress/Egress Modifications to the Circle K parking Lot area including the removal of the existing stormwater pond:

Surveying Services:
- Completed as part of Task 2a

Geotechnical Services:
- Complete 7 STBs with pavement cores (up to 35 LF of drilling)
- Obtain photographs documenting observed pavement distresses
- Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt)
- Laboratory analysis to include limited classification tests, moisture content and permeability tests
- Engineering evaluation and reporting to render opinion on the condition of the existing parking lot

Engineering Services:
- Coordination with Escambia County Staff and NWFWMD
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Analysis of existing ingress/egress to the Circle K parking lot to include evaluation of internal circulation, intersection, parking lot layout, and access improvements will be considered to maximize efficiency of internal circulation while increasing queue storage and minimizing impact to adjacent businesses and operations of Via De Luna Drive.
- Conceptual Plan Presentation to SRIA Board at 30% Design
- Complete Plans and Specifications for the Circle K Parking Lot Improvements- 30%, 90% and 100%.
- Plan Reviews with County Staff for Each Submittal including cursory review meeting prior to submittals- 30%, 90% and 100%
- Schedule updates at each submittal- 30%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- final draft at 90% and final at 100%.
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections

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- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Environmental Services:

- Initial Site Visit by Volkert Environmental
- Arrange and Attend Pre-Application meeting with the NWFWMD
- Obtain Permits and Approvals for proposed Stormwater Modifications
- Permit Fees

Deliverables:

- **30% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 30% Plans which include preliminary Key Sheet/General Notes/Existing Parking Area/Demo Drawings/Draft of Proposed Parking Area Improvements/Details/SWPPP/Cross Sections- All items to be provided in Electronic(.pdf) and 2 Hard Copies.
  Preliminary Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Parking Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections- 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Parking Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections- 2 Hard Copies, 1 electronic copy (original format and .pdf)
  Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
  Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

2d- Transit Analysis and Feasibility Study:

- **Task 2d.1: Baseline System Conditions**

The purpose of this task is to collect data and input from existing resources to better understand the operations of the Pensacola Beach Trolley service. The task will assist in identifying underlying market conditions and rider markets for the existing service. To identify the market conditions and existing transit demand in the service area, VHB will build on information that ECAT and the Santa Rosa Island Authority (SRIA) have available regarding the operation of the trolley service and their general knowledge of the current operation of the system. In addition, a review of key destinations on the island will be conducted to identify all sites that are currently connected and may need to be connected via the Pensacola Beach Trolley service. In addition, traffic volumes on the toll plaza during peak periods will also be collected to determine potential delays experienced by the trolley in case of "off-island" connections are implemented.

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Data to be compiled include, but is not limited to the following:

- Key activity centers;
- Planned developments;
- Land uses;
- Existing and future parking lots;
- Travel patterns/commuting flows;
- Labor force and demographics;
- Existing and future roadway conditions;
- National Transit Database (NTD) (e.g., ridership, vehicle hours, etc.);
- Route structure;
- Fleet description; and
- Planning level system financials (capital and operating).

This review effort will provide valuable information about existing services, customer's needs, Pensacola Beach Trolley service deficiencies, and potential future areas to be served. VHB will assess potential demand for transit services. This information will contribute to forecasting demand and, ultimately, the type of transit services that are most appropriate to respond to the demand as part of the alternatives evaluation in Task 4.

- **Activity Center Analysis** – Key activity centers will be reviewed using existing sources of data input provided by Escambia County staff. Key activity centers within the island will be mapped and potential transit access to and between those key activity centers will be evaluated as part of the analysis.
- **Labor Force Market Assessment** – The objective is to assess the labor force that serves the island and the potential for them to utilize the transit service.
- **Tourist Market Assessment** – The tourist market assessment will be performed based on the current ridership, number of visitors to the island, traffic conditions, and parking availability to assess the current level of use and to estimate what level of potential transit ridership can be expected if improvements to the system are made. Results from this analysis will support the development of alternatives.

Finally, VHB will conduct a comparative peer review. In conjunction with Escambia County staff, VHB will select up to 3 (three) peer systems. Peers will be selected based on characteristics such as strong seasonality, service area size, geographic location, and other factors that offer a similarity to the Pensacola Beach Trolley service. This review will be completed to compare various performance characteristics of the transit peers selected. This data will assist in understanding the extent of transit investments and sustainable financial plans in communities identified as having characteristics similar to Pensacola Beach. A Draft Report will be provided to the County for review and commenting, upon receiving review comments from the County, the Final Report will be produced and delivered.

Deliverables: *Baseline Conditions Report*- Provide 2 Hard Copies and a CD containing a .pdf copy

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• Task 2d.2: Development of Transit System Alternatives

In this task, up to five Pensacola Beach Trolley system improvement alternatives will be developed. Potential alternatives to be evaluated include the following:

- Park and Ride Trolley Service from Pensacola;
- Park and Ride Trolley Service Gulf Breeze;
- Trolley Route Modifications: 2 routes with 1 route covering the east side of the island and 1 route covering the west side of the island;
- Trolley Route Modifications: 3 routes with 1 route solely circulating the Core Area, another route solely traversing Via DeLuna, and another potential route for entire island; and
- A variation/combination of the above.

VHB will develop a set of transit service modifications to serve the existing and future transit market needs identified for Pensacola Beach. VHB will use the results of the previous tasks to develop the transit service modifications. One alternative will be a "do nothing" alternative (not included in the five mentioned above). Alternatives will be developed at a conceptual level, and they will include general operational characteristics (general bus stop locations, hours of operations, headways, number of vehicles, days of operations, and corresponding planning level capital and operational costs).

VHB will develop maps, graphics and written description for each alternative. The alternatives will be credible transit system modifications and improvements that fall within the bounds of foreseeable outcomes of key variables that are the driving forces behind Pensacola Beach and potential changes facing Pensacola Beach in the short term. A Draft Report will be provided to the County for review and commenting, upon receiving review comments from the County, the Final Report will be produced and delivered.

Deliverables: *Definition of Alternative Scenarios Report* Provide 2 Hard Copies and a CD containing a .pdf copy

• Task 2d.3: Evaluate Transit Alternatives and Select Preferred Alternative

An evaluation framework will be established by VHB to perform a sketch-level evaluation for the transit system alternatives. The evaluation will help prioritize the identified service modifications that make up each alternative. Criteria that will be used to evaluate the transit alternatives will include, but not necessarily be limited to, the following:

- **Ridership Potential** – Typically, transit service providers use ridership potential as one of the most important measures for supporting new service decisions. Ridership potential often is measured by the number of riders per revenue hour of transit service, which provides a normalized measure for comparing the relative performance of route alternatives. VHB will apply an analytical spreadsheet method to assessing ridership potential by route. This will result in a range of ridership by alternative.

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- **Activity Center Connectivity** – This criterion will categorize activity centers based on the need for connectivity and measure the ability of the potential alternatives to enhance accessibility and minimize the number of transfers. The basic component of this criterion is the accessibility of various activity centers.
- **Financial Viability** – This criterion uses operating cost per revenue hour to assess the viability of each alternative. This cost ratio measures the cost effectiveness of a potential trolley route and is typically used as one of the key indicators for evaluating comparative performance of transit routes. VHB will use operating cost ratios historically for the trolley service and from "peers" to develop an estimated operating cost for each service alternative.

The results from the evaluation will be used to perform a comparative analysis of the alternatives. Working with Escambia County staff, VHB will then develop a prioritized list of transit system modifications and develop recommendations for potential transit service improvements. Based on the priority ranking of alternatives and input from Escambia County a preferred alternative will be selected for review, consideration, and later implementation by Escambia County staff.

Once the analysis is complete, VHB will prepare a summary document summarizing the results of the evaluation of alternatives against each other, and the do nothing scenario. The report will highlight the key performance measures and the steps taken to calculate each. The report will also include a list and description of best performing routes, and the relative cost-effectiveness, as well as, the advantages and disadvantages for implementing each. A Draft Report will be provided to the County for review and commenting, upon receiving review comments from the County, the Final Report will be produced and delivered.

Deliverables: *Alternatives Evaluation Performance Report*- Provide 2 Hard Copies and a CD containing a .pdf copy

2d.4: Conceptual Design of Trolley Route Modifications:

- The conceptual design for trolley route modifications will be included as potential alternatives to be analyzed in Task 2d. A summary of the route modification conceptual design will be prepared to be included in this sub-task with the corresponding recommendations.

2d.5: Park and Ride Trolley/Tram Service from Gulf Breeze into the Island for Employees and Guests:

- Based on the findings of above, recommendations will be developed regarding parking lot needs including number of parking spaces and potential locations for the off-island parking facility

2e- Evaluate remote control of Traffic Signal and Timing at Via DeLuna Drive and Fort Pickens Road:

- Evaluation of existing traffic signal controller, equipment, and interconnect to determine upgrades needed to remotely access and control traffic signal from the Escambia County ATMS
- Recommend additional equipment, including cameras and alternate detection, to improve detection capability at intersection

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- Recommend communication upgrades to connect with the Escambia County ATMS including both hardwired fiber optic interconnect and wireless communications
- Evaluate feasibility of installing either an adaptive or traffic responsive signal system controller at the intersection
- Determine signal modifications to create more efficient signal operations including modifications to phasing, sequencing and timings.
- Provide cost estimates for any recommended improvements

Deliverables: Provide 2 Hard Copies and a CD containing a .pdf copy of the Final Evaluation/Report

2f- Conceptual Design of Pedestrian Crossing Enhancements along Via DeLuna Drive and Fort Pickens Road:

Engineering Services:
- Coordination with Escambia County Staff
- Field Reviews of Existing Site Conditions
- Perform Pedestrian Movement and Cross Walk Usage Study
- Provide recommendations/conceptual plan for cross walk locations, cross walk enhancements, cross walk materials, signage and warning lights along Via DeLuna Drive and Fort Pickens Road in the designated Beach Core Area
- Provide Cost Estimates for the recommended improvements.

Deliverables: Provide 2 Hard Copies and a CD containing a .pdf copy of the Final Conceptual Plan/Report

2g- Parking Recommendations: Provide Alternate Parking for Beach Guests/Employees:

Surveying Services:
- Completed as part of Task 2a

Geotechnical Services:
Parking Garage:
- Complete 2 STBs with pavement cores (up to 100 LF of drilling)
- Obtain photographs documenting observed pavement distresses
- Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt)
- Laboratory analysis to include limited classification tests, moisture content and permeability tests
- Engineering evaluation and reporting to make deep foundation recommendations for an onsite parking garage

Engineering Services:
- Coordination with Escambia County Staff and SRIA
- Field Reviews of Existing Site Conditions

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- Evaluation of Potential Parking Areas in along Pensacola Beach for surface parking and parking garage alternatives, a maximum of 2 areas as determined with Escambia County Staff
- Evaluation of SRIA Building site for a surface parking lot and parking garage alternative
- Provide Cost Estimates for the recommended improvements

Deliverables: Provide 2 Hard Copies and a CD containing a .pdf copy of the Final Conceptual Plan/Report and Cost Estimates

Task 3- Long Term Capital Improvement Plan-

- Coordination with Escambia County Staff and Interested Stakeholders
- Provide a thorough Review of funding sources and available funds
- Conduct Stakeholder Surveys to assist with Prioritizing Projects
- Identify and Prioritize Projects in accordance with the Congestion Management Plan and available funding
- Develop 5 year Improvement Plan and Long Term Improvement Plan including estimated costs and potential funding sources for each project
- Negotiate Scope and Fee for Identified projects once funding is available

Deliverables: Provide 2 Hard Copies and a CD containing a .pdf copy of the Final Plan

Optional Service- Coordinated Pedestrian Signal Design-

- Coordination with Escambia County Staff and Interested Stakeholders
- Provide Design Services to develop traffic signal design plans for a signaling pedestrian crossing along Via DeLuna Drive. The signal will be designed to interconnect with the upstream signal at Fort Pickens Road to coordinate timings. The interconnect will also allow the pedestrian signal to be coordinated with the existing ATMS.
- The Design Project will be coordinated with and implemented as part of Task 2b design

Fees: In accordance with included man-hour fee proposal.

Schedule: Work will be scheduled upon receipt of authorization and will continue until complete in order to meet the agreed upon schedule.

Should you have any questions or comments, please give me a call.

Sincerely,

Mike Warnke, P.E.
Project Manager
Volkert, Inc.

Public Involvement Services for Pensacola Beach Master Plan

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 development 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 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 Notice Of Intent

N/A

1.4 Advance Notification

N/A

1.5 Scheduled Public Meetings

EPR shall provide all support, personnel, materials and facilitation tasks necessary for Volkert to participate in various public meetings, which may include but not limited to:

a. Elected Officials Meeting

EPR will assist VOLKERT to prepare all necessary displays, maps, script, etc. EPR will actively participate in all portions of the presentation.

c. Public Kick-off Meeting
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 Volkert. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client. EPR will assist VOLKERT to prepare all other necessary displays, maps, script, etc.

d. Corridor or Informational Meeting
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 Volkert. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client. EPR will assist VOLKERT to prepare all other necessary displays, maps, script, etc.

e. Alternatives Public Meeting
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 Volkert. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client. EPR will assist VOLKERT to prepare all other necessary displays, maps, script, etc.

1.6 Un-Scheduled Public and Agency Meetings (includes small group or one on one meetings)

Includes eight (8) "One on One" and/or small group meetings and (3) agency meetings.

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 Volkert.

Agency Meetings - Includes (1) TPO updates. Subconsultant to attend as requested. Attendance shall include one staff member only.

1.7 Public Hearing - N/A

1.8 Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA - N/A

1.9 Special Public Involvement Requirements

1.9.1 **General Public Correspondence** – This task includes the compiling and responding to comments received on the project and the summarizing of the coordination effort. The hours associated for this task are project specific, 2 hours per month.

1.9.2 **News Letters, Preparation / Distribution** – Preparation of newsletters – one every two months. Total of 6 newsletters. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client.

1.9.3 **Web Site Development** - Preparation of banner and other material for the County to include on the County website

1.9.4 **Web Site Maintenance** – Updating the website content every month at 4 hours per update – twelve months.

1.9.5 **Videos, Renderings, etc.** – N/A

1.9.6 **Survey** – This task includes the compiling and summarizing a project survey. Delivery of the survey will include online posting and door to door. Notification of the survey will be provided via media and newsletters.

Exhibit A

Pensacola Beach Congestion Management Plan

Scope of Services

Transit Component

The purpose of this scope of work is to provide an assessment, evaluation and recommendations for improvements to the Pensacola Beach Trolley that can be implemented as part of the Congestion Management Plan to be developed with the objective of improving beach access and alleviate traffic congestion. Aspects to be analyzed and evaluated as part of this study are the following:

- Overall system configuration;
- Service offerings;
- Route structures; and
- Operational and cost effectiveness.

Emphasis will be placed on developing a clear, concise, list of recommendations prioritized, including next steps and phased implementation. As noted above, this work effort will be completed as part of the Pensacola Beach Congestion Management Plan, and in coordination with Escambia County and Escambia County Area Transit (ECAT). The study will be accomplished by the following tasks:

- Task 2d - Park and Ride/Tram Service from Pensacola and/or Gulf Breeze to Pensacola Beach- Analysis and Feasibility Study
- Task 2h - Conceptual Design for Trolley Route Modifications
- Task 2i - Parking Recommendations: Provide Alternate Parking for Beach Guests/Employees

It is anticipated that this effort will take approximately 12 months to complete. The major activities and deliverables are described in the section that follows. The following respective tasks will be undertaken in completing the study:

Task 1d - Park and Ride/Tram Service from Pensacola and/or Gulf Breeze to Pensacola Beach- Analysis and Feasibility Study

Task 1d.1: Project Management

VHB, a member of the Volkert Team, will develop a Transit Component Work Plan (TCWP) that details the project organization and the interfaces between the client, consultant team and other partners in the project. The TCWP will be developed in close coordination with other elements to be analyzed as part of the Short Term Improvement Program. This TCWP will detail what reviews will be performed to assure that the project progresses in a timely fashion according to the schedule and within budget. VHB's Project Manager, will supervise the project's overall progress, including scheduling requirements, budgetary constraints, and task assignments. The Project Manager will provide project oversight and technical support on day-to-day work activities and coordination.

VHB will prepare a project schedule that will be updated monthly in order to assure that the project progresses in a timely manner, and so that it reflects updated data and information gathered throughout the project. Biweekly project updates will be given to Volkert's project manager so progress can be shared

with Escambia County. The Project Manager will submit monthly status reports and schedule updates to Volkert's project manager to apprise them of the project's progress.

As part of this Task VHB will attend the following meetings:

- Public Meetings:
  - Two (2) in person
  - One (1) by phone
- Meetings with Escambia County Staff throughout the Congestion Management Plan process, attendance to three (3) of the six (6) meetings:
  - One (1) in person
  - Two (2) by phone

Task 2d.2: Baseline System Conditions

The purpose of this task is to collect data and input from existing resources to better understand the operations of the Pensacola Beach Trolley service. The task will assist in identifying underlying market conditions and rider markets for the existing service. To identify the market conditions and existing transit demand in the service area, VHB will build on information that ECAT and the Santa Rosa Island Authority (SRIA) have available regarding the operation of the trolley service and their general knowledge of the current operation of the system. In addition, a review of key destinations on the island will be conducted to identify all sites that are currently connected and may need to be connected via the Pensacola Beach Trolley service. In addition, traffic volumes on the toll plaza during peak periods will also be collected to determine potential delays experienced by the trolley in case of "off-island" connections are implemented.

Data to be compiled include, but is not limited to the following:

- Key activity centers;
- Planned developments;
- Land uses;
- Existing and future parking lots;
- Travel patterns/commuting flows;
- Labor force and demographics;
- Existing and future roadway conditions;
- National Transit Database (NTD) (e.g., ridership, vehicle hours, etc.);
- Route structure;
- Fleet description; and
- Planning level system financials (capital and operating).

This review effort will provide valuable information about existing services, customer's needs, Pensacola Beach Trolley service deficiencies, and potential future areas to be served. VHB will assess potential demand for transit services. This information will contribute to forecasting demand and, ultimately, the type of transit services that are most appropriate to respond to the demand as part of the alternatives evaluation in Task 4.

- **Activity Center Analysis** – Key activity centers will be reviewed using existing sources of data input provided by Escambia County staff. Key activity centers within the island will be mapped and potential transit access to and between those key activity centers will be evaluated as part of the analysis.
- **Labor Force Market Assessment** – The objective is to assess the labor force that serves the island and the potential for them to utilize the transit service.

- **Tourist Market Assessment** – The tourist market assessment will be performed based on the current ridership, number of visitors to the island, traffic conditions, and parking availability to assess the current level of use and to estimate what level of potential transit ridership can be expected if improvements to the system are made. Results from this analysis will support the development of alternatives.

Finally, VHB will conduct a comparative peer review. In conjunction with Escambia County staff, VHB will select up to 3 (three) peer systems. Peers will be selected based on characteristics such as strong seasonality, service area size, geographic location, and other factors that offer a similarity to the Pensacola Beach Trolley service. This review will be completed to compare various performance characteristics of the transit peers selected. This data will assist in understanding the extent of transit investments and sustainable financial plans in communities identified as having characteristics similar to Pensacola Beach. A Draft Report will be provided to the County for review and commenting, upon receiving review comments from the County, the Final Report will be produced and delivered.

Deliverables: *Baseline Conditions Report*

Task 1d.3: Development of Transit System Alternatives

In this task, up to five Pensacola Beach Trolley system improvement alternatives will be developed. Potential alternatives to be evaluated include the following:

- Park and Ride Trolley Service from Pensacola;
- Park and Ride Trolley Service Gulf Breeze;
- Trolley Route Modifications: 2 routes with 1 route covering the east side of the island and 1 route covering the west side of the island;
- Trolley Route Modifications: 3 routes with 1 route solely circulating the Core Area, another route solely traversing Via DeLuna, and another potential route for entire island; and
- A variation/combination of the above.

VHB will develop a set of transit service modifications to serve the existing and future transit market needs identified for Pensacola Beach. VHB will use the results of the previous tasks to develop the transit service modifications. One alternative will be a "do nothing" alternative (not included in the five mentioned above). Alternatives will be developed at a conceptual level, and they will include general operational characteristics (general bus stop locations, hours of operations, headways, number of vehicles, days of operations, and corresponding planning level capital and operational costs).

VHB will develop maps, graphics and written description for each alternative. The alternatives will be credible transit system modifications and improvements that fall within the bounds of foreseeable outcomes of key variables that are the driving forces behind Pensacola Beach and potential changes facing Pensacola Beach in the short term. A Draft Report will be provided to the County for review and commenting, upon receiving review comments from the County, the Final Report will be produced and delivered.

Deliverables: *Definition of Alternative Scenarios Report*

Task 1d.4: Evaluate Transit Alternatives and Select Preferred Alternative

An evaluation framework will be established by VHB to perform a sketch-level evaluation for the transit system alternatives. The evaluation will help prioritize the identified service modifications that make up each alternative. Criteria that will be used to evaluate the transit alternatives will include, but not necessarily be limited to, the following:

- **Ridership Potential** – Typically, transit service providers use ridership potential as one of the most important measures for supporting new service decisions. Ridership potential often is measured by the number of riders per revenue hour of transit service, which provides a normalized measure for comparing the relative performance of route alternatives. VHB will apply an analytical spreadsheet method to assessing ridership potential by route. This will result in a range of ridership by alternative.
- **Activity Center Connectivity** – This criterion will categorize activity centers based on the need for connectivity and measure the ability of the potential alternatives to enhance accessibility and minimize the number of transfers. The basic component of this criterion is the accessibility of various activity centers.
- **Financial Viability** – This criterion uses operating cost per revenue hour to assess the viability of each alternative. This cost ratio measures the cost effectiveness of a potential trolley route and is typically used as one of the key indicators for evaluating comparative performance of transit routes. VHB will use operating cost ratios historically for the trolley service and from "peers" to develop an estimated operating cost for each service alternative.

The results from the evaluation will be used to perform a comparative analysis of the alternatives. Working with Escambia County staff, VHB will then develop a prioritized list of transit system modifications and develop recommendations for potential transit service improvements. Based on the priority ranking of alternatives and input from Escambia County a preferred alternative will be selected for review, consideration, and later implementation by Escambia County staff.

Once the analysis is complete, VHB will prepare a summary document summarizing the results of the evaluation of alternatives against each other, and the do nothing scenario. The report will highlight the key performance measures and the steps taken to calculate each. The report will also include a list and description of best performing routes, and the relative cost-effectiveness, as well as, the advantages and disadvantages for implementing each. A Draft Report will be provided to the County for review and commenting, upon receiving review comments from the County, the Final Report will be produced and delivered.

Deliverables: *Alternatives Evaluation Performance Report*

Task 1d.5: Action Plan Report

Once the preferred alternative is selected, VHB will develop a final set of recommendations. The recommendations will include description of any capital improvements, policy strategies, and specific findings concerning route structure and operations summarized in an Action Plan Report. These recommendations will be prioritized for Escambia County, and include next steps as to phased implementation. All recommendations will be based on detailed information and analysis that will include:

- **Cost and Impacts Description** - The Final Action Plan Report will describe all components of the preferred system scenario and the related costs capital and operating to sufficient detail for financial planning purposes.

- **Financial Plan** – Fiscal constraints must be recognized in developing a sustainable Pensacola Beach Trolley action plan for the 5-year planning horizon. Thus, the recommendations will be constrained by what can achieved and funded within reasonably available resources. Input into the financial plan will include the funds draw down requirements to meet the capital expenditures, the annual costs of operations, the projected needs for equipment replacement, the income side will be mainly provided by Escambia County. However, VHB will identify a range of potential federal and state grant funding opportunities that may be available to support the action plan recommendations.
- **Detailed Implementation Plan** – VHB will define the phasing approach and policy or procedural prerequisites to implementation of the service recommendations. The plan will provide a prioritized implementation schedule, based on recommendations that provide the "biggest bang for the buck". The assessment will also address the following:
    - Agency Responsibility – various recommendations may require leadership roles by not only Escambia County, but also various regional and governmental partners to secure funding. The plan will suggest a strategy for agency roles and responsibilities as well as recommend specific components for Escambia County to ensure implementation.
    - Schedule – each aspects of the plan will be sequenced with an expected start and end date.

The final report and recommendations will be organized into a study document including text, tables, graphics, and mapping necessary to fully describe the action plan results. A Draft Report will be provided to the County for review and commenting, upon receiving review comments from the County, the Final Report will be produced and delivered.

Deliverables: *Final Action Plan Report*

Task 1h - Conceptual Design for Trolley Route Modifications

The conceptual design for trolley route modifications will be included as potential alternatives to be analyzed in Task 1d. A summary of the route modification conceptual design will be prepared to be included in this sub-task with the corresponding recommendations.

Task 1i - Parking Recommendations: Provide Alternate Parking for Beach Guests/Employees

Based on the findings of Task 1d above, recommendations will be developed regarding parking lot needs including number of parking spaces and potential locations for the off-island parking facility.

Exhibit A

NOVA
ENGINEERING AND
ENVIRONMENTAL

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 / Fax – 850.249.6683
www.usanova.com

January 15, 2016
Revised January 31, 2016

Mr. Mike Warnke, P.E.
Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Project 2b
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20163531r

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested existing pavement evaluation and FDOT deceleration lane explorations for the Casino Beach Parking Lot (Project 2b) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that a portion of the Pensacola Beach Congestion Management Plan includes upgrading the ingress/egress to Casino Beach near the intersection of Via De Luna Drive and Fort Pickens Road. Our services have been requested to provide existing pavement evaluations for the two entrances into the Casino Beach Parking Lot to determine the feasibility of milling and overlaying these road alignments (the initial 100 feet of each entrance drive is to be evaluated), removing the asphalt but leaving the base course in place, or completely removing the existing pavement section. Additionally, an expanded east-bound, right turn deceleration lane will be added to the Via De Luna Drive entrance into the Casino Beach Parking Lot, and an existing east-bound, right turn deceleration lane from Via De Luna Drive onto Fort Pickens Road will be extended several hundred feet.

Please note; **this exploration is limited to existing pavement evaluations of the existing Casino Beach Parking Lot entrance drives, and evaluations of the expanded/extended FDOT deceleration lanes described above**; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the aforementioned parking lot entrances and FDOT deceleration lanes to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that pavement cores and subsequent auger boring data will be sufficient to perform the required pavement evaluations. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend that the field services necessary to perform the existing pavement evaluations and FDOT deceleration lane explorations consist of the following:

Casino Beach Parking Lot Entrance Drives

- Perform four (4) pavement cores (i.e., 2 cores within the initial 100 linear feet of each entrance drive), with 5-foot deep hand auger borings to be performed subsequent to the coring. The core locations will be patched with cold-patch asphalt upon completion of each boring;
- Obtaining digital photographs of the existing pavement sections present in the first 100 linear feet of each of the two entrance drive alignments, to be included in the final report as supporting documentation of pavement conditions that will be discussed in the body of the report; and
- Measuring thicknesses of both the asphaltic concrete and underlying base materials.

Via De Luna/Casino Beach Parking Lot – Deceleration Lane Expansion

- Perform (4), 5-foot deep auger borings along the expanded deceleration lane alignment and (1) pavement core with a subsequent 5-foot deep auger boring in the existing deceleration lane alignment. The core location will be patched with cold-patch asphalt upon completion of each boring;
- Obtain a bulk sample of the pre-dominant soil stratum present in the upper 2 feet of the soil horizon for Limerock Bearing Ratio (LBR) testing.

Via De Luna/Fort Pickens Road – Deceleration Lane Extension

- Perform (4), 5-foot deep auger borings along the proposed deceleration lane extension alignment and (1) pavement core with a subsequent 5-foot deep auger boring in the existing deceleration lane alignment. The core location will be patched with cold-patch asphalt upon completion of each boring;

- Obtain a bulk sample of the pre-dominant soil stratum present in the upper 2 feet of the soil horizon for Limerock Bearing Ratio (LBR) testing.

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. ***Laboratory testing will also include limited classification tests (up to 8 fines content tests, 8 natural moisture content determinations and 2 LBR tests) of representative soils.***

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and will provide a final report detailing our findings, and rendering opinions as necessary regarding the conditions of the existing parking lot entrance drive pavement sections and deceleration lane alignments as they will apply to the proposed improvements to the Pensacola Beach infrastructure.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process (and capped as noted above with cold-patch asphalt), and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- **Project 2b – Casino Beach Parking Lot Entrance Drive EPE, FDOT Deceleration Lanes:** Complete 14 STBs including 6 pavement cores (up to 70 LF of drilling), Obtain photographs documenting observed pavement distresses for the Casino Beach Parking Lot entrance drives, Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt), Laboratory analysis as needed, Engineering evaluation and Reporting.....**$ 4,250 Lump Sum**

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 2 days to complete, with a 2-man field crew. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 2 weeks of completion of the field work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL LLC

Phil Kauzlarich, P.E.
Project Engineer

William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement, Schedule of Fees – Geotechnical Services
General Terms & Conditions

Exhibit A

NOVA
ENGINEERING AND
ENVIRONMENTAL

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www.usanova.com

January 15, 2016
Revised February 4, 2016

Mr. Mike Warnke, P.E.
Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

Subject: Proposal to Perform an a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Project 2g
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20163537

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested subsurface exploration for the Santa Rosa Island Authority Property (Project 2g) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that a portion of the Pensacola Beach Congestion Management Plan includes converting the current Santa Rosa Island Authority property to provide for additional parking that will be in the form of a multi-story parking garage. Our services have been requested to evaluate the site's subsurface conditions to provide soil support of a potential 3-story to 4-story parking garage.

Please note; **this exploration is limited to the parking garage foundation design aspects of the proposed project**; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the subject property for building foundation support and to assess the site's subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that standard penetration test (SPT) data will be sufficient to evaluate soil strength and load carrying capability for the proposed structure. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend that the field services consist of the following:

- Perform two (2), 50-foot deep Standard Penetration Test (SPT) borings to evaluate the subsurface conditions present.

The SPT borings will be drilled using a truck or track-mounted drill and hollow stem auger and/or rotary wash drilling procedures, as deemed necessary by site/subsurface conditions. Maximum Standard Penetration Test boring drilling footage is anticipated to be on the order of 100 linear feet.

Soil samples will be collected at selected depth intervals via the Standard Penetration Test method (ASTM D-1586). The "N-value" will be recorded at each sample location for subsequent use in the engineering evaluation. The N-value provides an empirical indication of soil strength and is determined by the cumulative number of blows required by a 140-lb. hammer, operating freely over a 30-inch drop, to advance a 2-inch O.D. split-barrel sampler one foot into the soils, after initial penetration of 6-inches.

Upon completion of the borings, the depth to groundwater will be measured. Soil cuttings from the drilling process will be used for backfilling of the boreholes after the stabilized groundwater measurements have occurred.

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. ***Laboratory testing will also include limited classification tests (up to 2 fines content tests and 2 natural moisture content determinations) of representative soils.***

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration. If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Log of Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction and, the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Deep foundation system recommendations for the proposed parking garage.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading and foundation construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process, and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- **Project 2g – Parking Garage:** Complete 2 STBs (up to 100 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory analysis as needed, Engineering evaluation and Reporting.....**$ 2,750 Lump Sum**

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 1-2 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the field work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL LLC

Phil Kauzlarich, P.E.
Project Engineer

William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement
Schedule of Fees – Geotechnical Services
General Terms & Conditions

Exhibit B

PD 15-16.007- Pensacola Beach Congestion Management Plan
Volkert Preliminary Schedule for Task 2a, 2b & 2c

Task 2a- Surveying- Preliminary Schedule
NTP- 3/7/16
Field Work- 3/8/16 - 4/4/16
Office Work- 4/5/16 - 4/22/16
Final Survey Submitted- 4/25/16

Task 2b- Ingress/Egress Modifications to the Casino Beach Parking Area- Preliminary Schedule
–NTP - 3/7/16
-Geotechnical Work- 3/8/16- 3/25/16
-Field Reviews of Existing Site Conditions- 3/8/16 - 3/18/16
-Analysis of existing traffic conditions entering and exiting Casino Beach parking area- 3/8/16 - 4/8/16
- Traffic Analysis to determine needed storage length for turn lanes and logical terminus for each turn lane into Casino Beach Parking Area- 3/8/16 - 4/8/16
- Traffic Analysis to determine needed storage length for turn lanes and logical terminus for each turn lane onto Fort Pickens Road- 3/8/16- 4/8/16
- Evaluation of Old Visitors Center for Removal to facilitate turn lane extension- 3/8/16 - 4/8/16
- Discussion of Removal/Relocation options with current leaseholder of Old Visitors Center- 4/11/16- 4/13/16
- 30% Plan Development- 4/22/16 - 5/18/16
- 30% Plan Review by Escambia County- 5/19/16 - 6/2/16
- Conceptual Plan Presentation to SRIA Board at 30% Design- 5/26/16
- 90% Plan Development- 6/3/16 - 6/24/16
- 90% Plan Review by Escambia County- 6/24/16 - 7/8/16
- 100% Plan Development- 7/11/16 - 7/25/16
- 100% Plan Review by Escambia County- 7/26/16 - 8/9/16
- Project Design Complete- 8/12/16
- Project Bidding and Construction- TBD

Task 2c- Ingress/Egress Modifications to the Circle K Parking Area- Preliminary Schedule
-NTP - 3/7/16
-Geotechnical Work- 3/8/16- 3/25/16
-Field Reviews of Existing Site Conditions- 3/8/16 - 3/18/16
-Analysis of existing Ingress/Egress to the Circle K parking area - 3/8/16 - 4/22/16
- 30% Plan Development- 4/22/16 - 5/13/16
- 30% Plan Review by Escambia County- 5/13/16 - 5/27/16
- Conceptual Plan Presentation to SRIA Board at 30% Design- 5/26/16
- 90% Plan Development- 5/30/16 - 6/20/16
- 90% Plan Review by Escambia County- 6/20/16 - 7/7/16
- NWFWMD Permitting- 6/20/16- 8/4/16
- 100% Plan Development- 7/8/16 - 7/18/16
- 100% Plan Review by Escambia County- 7/18/16 - 8/1/16
- Project Design Complete- 8/4/16
- Project Bidding and Construction- TBD

Exhibit C

Cost Estimate for Basic Services
Pensacola Beach Congestion Management Plan

Task 1- Congestion Management Plan	Rate	Manhour	Cost
Project Manager	$155.00	100	$15,500.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	84	$10,080.00
Staff 1 Professional	$85.00	20	$1,700.00
Designer/CAD Tech	$100.00	50	$5,000.00
Total Direct Labor			$32,280.00
Other Services			
Landscape Architecture Services- Jerry Pate			$6,000.00
Public Involvement- EPR			$81,443.00
Transit Component of Congestion Management Plan- VHB			$38,330.00
Total Congestion Management Plan Estimate			$124,053.00

Task 2a- Surveying Services for Task 2b, 2c and 2hb	Rate	Manhour	Cost
Project Manager	$155.00	0	$0.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	0	$0.00
Staff 1 Professional	$85.00	0	$0.00
Designer/CAD Tech	$100.00	0	$0.00
Total Direct Labor			$0.00
Other Services			
Surveying Services- Volkert			$45,062.00
Total Task 2a Estimate			$45,062.00

Task 2b- Ingress/Egress Modification to Casino Beach Parking Area	Rate	Manhour	Cost
Project Manager	$155.00	79	$12,245.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	392	$47,040.00
Staff 1 Professional	$85.00	16	$1,360.00
Designer/CAD Tech	$100.00	390	$39,000.00
Total Direct Labor			$99,645.00
Other Services			
Geotechnical Services- NOVA			$4,250.00
Task 2b Estimate			$103,895.00

Task 2c- Ingress/Egress Modification to Circle K Parking Area	Rate	Manhour	Cost
Project Manager	$155.00	53	$8,215.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	222	$26,640.00
Staff 1 Professional	$85.00	16	$1,360.00
Designer/CAD Tech	$100.00	216	$21,600.00
Total Direct Labor			$57,815.00
Other Services			
Geotechnical Services- NOVA			$2,700.00
Environmental Services- Volkert			$2,420.00
Task 2c Estimate			$62,935.00

Task 2d- Transit Anlysis and Feasibility Study	Rate	Manhour	Cost
Project Manager	$155.00	0	$0.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	0	$0.00
Staff 1 Professional	$85.00	0	$0.00
Designer/CAD Tech	$100.00	0	$0.00
Total Direct Labor			$0.00
Other Services			
VHB Transit Services			$48,910.00
Total Task 2d Estimate			$48,910.00

Exhibit C

Task 2e- Evaluate remote control of Traffic Signal	Rate	Manhour	Cost
Project Manager	$155.00	34	$5,270.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	0	$0.00
Staff 1 Professional	$85.00	0	$0.00
Designer/CAD Tech	$100.00	0	$0.00
Total Direct Labor			$5,270.00
Other Services			
Total Task 2e Estimate			$5,270.00

Task 2f- Conceptual Design of Pedestrian Crossing Enhancements	Rate	Manhour	Cost
Project Manager	$155.00	28	$4,340.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	56	$6,720.00
Staff 1 Professional	$85.00	32	$2,720.00
Designer/CAD Tech	$100.00	24	$2,400.00
Total Direct Labor			$16,180.00
Other Services			
Total Task 2f Estimate			$16,180.00

Task 2g- Parking Recommendations- Alternate Parking Areas	Rate	Manhour	Cost
Project Manager	$155.00	16	$2,480.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	62	$7,440.00
Staff 1 Professional	$85.00	0	$0.00
Designer/CAD Tech	$100.00	52	$5,200.00
Total Direct Labor			$15,120.00
Other Services			
Geotechnical Services- NOVA			$2,750.00
Total Task 2ib Estimate			$17,870.00

Task 3- Long Term Capital Improvement Plan	Rate	Manhour	Cost
Project Manager	$155.00	18	$2,790.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	56	$6,720.00
Staff 1 Professional	$85.00	48	$4,080.00
Designer/CAD Tech	$100.00	0	$0.00
Total Direct Labor			$13,590.00
Other Services			
Stakeholder Survey- EPR			$10,462.00
Total Task 2ib Estimate			$24,052.00

Optional Services- Coordinated Pedestrian Signal Design	Rate	Manhour	Cost
Project Manager	$155.00	28	$4,340.00
Supervisor	$170.00	0	$0.00
Staff 2 Professional	$120.00	30	$3,600.00
Staff 1 Professional	$85.00	36	$3,060.00
Designer/CAD Tech	$100.00	40	$4,000.00
Total Direct Labor			$15,000.00
Other Services			
Total Task 2ib Estimate			$15,000.00

Total(All Tasks)	$448,227.00
Optional Services(Pedestrian Signal Design)	$15,000.00
Total w/ Optional Services	$463,227.00

Exhibit C

Manhour Estimate for Engineering Services
Pensacola Beach Congestion Management Plan

Task 1- Congestion Management Plan	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/C AD Tech
1 Review FDSA and BDI Reports	8	0	8	0	0
2 Attend Six(6) Meeting w/ County Staff	18	0	18	0	0
3 Develop Congestion Management Plan	40	0	20	20	20
4 Present Congestion Management Plan to SRIA	8	0	0	0	0
5 Present Congestion Management Plan to Escambia County BOCC	8	0	0	0	0
6 Public Involvement Meetings and Input	20	0	40	0	30
Total	106	0	84	20	50

Task 2a- Surveying Services for Task 2b, 2c and 2hb	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/C AD Tech
1 Coordination	0	0	0	0	0
Total	0	0	0	0	0

Task 2b- Ingress/Egress Modifications to Casino Beach Parking Area including Dual Right Turn Lanes into Casino Beach and Hot Right Turn Lane Extension onto Fort Pickens Road	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/C AD Tech
1 Coordination w/ Escambia County Staff	4	0	4	0	0
2 Field Reviews of Existing Site Conditions	8	0	8	0	0
3 Analysis of Existing Traffic Conditions entering and exiting Casino Beach Parking Area	12	0	16	0	20
4 Traffic Analysis to determine needed storage length and logical terminus for Dual Right Turn Lanes	4	0	8	8	4
5 Traffic Analysis to determine needed storage length and logical terminus for Hot Right Turn Lane onto Fort Pickens	4	0	8	8	4
6 Evaluation of Old Visitors Center for removal to accommodate turn lane	2	0	8	0	0
7 Discussion of removal/relocation options with current lease holder of Old Visitors Center	2	0	4	0	0
8 Conceptual Plan Presentation to SRIA at 30% Design	4	0	0	0	0
9 30% Plan Development	2	0	80	0	110
10 30% Plan Review Meeting	3	0	0	0	0
11 90% Plan Development	2	0	100	0	140
12 90% Plan Review Meeting	3	0	0	0	0
13 100% Plan Development	2	0	60	0	80
14 100% Plan Review Meeting	3	0	0	0	0
15 Cost Estimates/Quantities	2	0	24	0	16
16 Utility Coordination	2	0	16	0	0
17 Preparation of Bid Documents	2	0	12	0	0
18 Bidding Services	2	0	12	0	0
19 Limited Construction Admin	2	0	12	0	0
20 As-Built Certifications	2	0	8	0	16
21 QA/QC reviews	12	0	12	0	0
Total	79	0	392	16	390

Task 2c- Ingress/Egress Modification to the Circle K Parking Lot Area including removal of ex. stormwater pond	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/C AD Tech
1 Coordination w/ Escambia County Staff	2	0	4	0	0
2 Field Reviews of Existing Site Conditions	2	0	4	0	0
3 Analysis of Existing Traffic Conditions entering and exiting Circle K Parking Area	8	0	8	16	8
4 Conceptual Plan Presentation to SRIA at 30% Design	4	0	0	0	0
5 30% Plan Development	2	0	40	0	60
6 30% Plan Review Meeting	3	0	0	0	0
7 90% Plan Development	2	0	60	0	80
8 90% Plan Review Meeting	3	0	0	0	0
9 100% Plan Development	2	0	24	0	40
10 100% Plan Review Meeting	3	0	0	0	0
11 Cost Estimates/Quantities	2	0	16	0	16
12 Utility Coordination	2	0	12	0	0
13 Preparation of Bid Documents	2	0	12	0	0
14 Bidding Services	2	0	12	0	0
15 Limited Construction Admin	2	0	12	0	0
16 As-Built Certifications	2	0	8	0	12
17 QA/QC reviews	10	0	10	0	0
Total	53	0	222	16	216

Task 2d- Transit Analysis and Feasibility Study	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/C AD Tech
1 Coordination Meetings	0	0	0	0	0
Total	0	0	0	0	0

Exhibit C

Task 2e- Evaluate remote control of Traffic Signal and Timing at Via DeLuna and Fort Pickens Road	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/CAD Tech
1 Evaluation of existing traffic signal controller, equipment, and interconnect	8	0	0	0	0
2 Recommend additional equipment, including cameras and alternative detection	4	0	0	0	0
3 Recommend communication upgrades to connect to Escambia County ATMS	4	0	0	0	0
4 Evaluate feasibility of installing either an adaptive or traffic responsive signal system controller	8	0	0	0	0
5 Determine signal modifications to create more efficient signal operations including modifications	8	0	0	0	0
6 Costs Estimates for recommended improvements	2	0	0	0	0
Total	34	0	0	0	0

Task 2f- Conceptual Design of Pedestrian Crossing Enhancements along Via DeLuna and Fort Pickens Road in the Core area	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/CAD Tech
1 Coordination with Escambia County Staff	10	0	0	0	0
2 Field reviews of Existing Site Conditions	8	0	8	0	0
3 Pedestrian Movement and Cross Walk Usage Study	4	0	16	16	0
4 Provide recommendations/conceptual plan for cross walk locations, cross walk enhancements, etc	4	0	24	16	16
5 Costs Estimates for recommended improvements	2	0	8	0	8
Total	28	0	56	32	24

Task 2g- Parking Recommendations- Alternate Parking along the Beach, including SRIA Building	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/CAD Tech
1 Coordination with Escambia County Staff and SRIA	4	0	4	0	0
2 Field reviews of Existing Site Conditions	0	0	6	0	0
3 Evaluation of Potential Parking Areas along Pensacola Beach for surface parking and parking garage- Max of 2	2	0	16	0	24
4 Evaluation of SRIA Building site for surface parking and parking garage alternative	2	0	12	0	20
5 Cost Estimates for recommended improvements	2	0	24	0	8
Total	16	0	62	0	52

Task 3- Long Term Capital Improvement Plan	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/CAD Tech
1 Coordination with Escambia County Staff and Interested Stakeholders	0	0	8	0	0
2 Thorough Review of funding sources and available funds	2	0	8	8	0
3 Identify and Prioritize projects in accordance with the congestion management plan/available funding	4	0	20	20	0
4 Develop 5 year and Long Term Improvement Plan including costs estimates/potential funding sources	4	0	20	20	0
5 Negotiate scope and fee for identified projects once funding is available	0	0	0	0	0
Total	10	0	56	48	0

Optional Services- Coordinated Pedestrian Signal Design	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer/CAD Tech
1 Coordinated Pedestrian Signal design	28	0	30	36	40
Total	28	0	30	36	40

Exhibit C

3:07 PM

PENSACOLA BEACH CONGESTION - COMBINED PROJECTS
TOPOGRAPHIC MAPS ONLY

1/29/2016

LOCATION:	PENSACOLA BEACH, FL
DESCRIPTION:	PENSACOLA BEACH CONGESTION - COMBINED PROJECTS
SCOPE:	SEE "Pensacola Beach Congestion Management(REVISED 1-29-16).kmz" FOR LIMITS. PROVIDE TOPOGRAPHIC MAPS. LIDAR will be provided by ASL

FIELD TASK	COMMENTS	CREW HOURS	2MAN RATE	HOURS X RATE
TRAVEL	4 WEEKS	12	$140	$1,680
CONTROL	GPS \ TRAVERSE	25	$140	$3,500
CONTROL	LEVELS	20	$140	$2,800
CONTROL LIDAR		6	$140	$840
LIDAR SERVICES		1	$11,212	$11,212
UTILITIES - DRAINAGE		50	$140	$7,000
ROW		20	$140	$2,880
HOTEL - ROOM UP	$100 NIGHT 3 NIGHTS WEEK	12	$100	$1,200
PER-DIEM	$35 X 2 PPL PER DAY	14	$70	$980
TOTALS		134		$32,012

OFFICE TASK	COMMENTS	HOURS	RATE	HRS X RATE
SURVEY MANAGER		30	$135	$4,050
PLS		90	$100	$9,000
TOTALS		120		$13,050
GRAND TOTAL				$45,062

T:\Survey\Proposals\PENSACOLA BEACH CONGESTION\

Exhibit C

Interoffice **MEMO**

To: Mike Warnke, P.E.

From: Paige Felts

CC: Brett Gaar

Date: January 26, 2016

Re: Escambia County, Florida – NWFWMD Environmental Resource Permit for Internal Traffic Modification to Circle K Parking Lot. Environmental Proposal 16-P0201

Environmental Resource Permit (ERP)

The Environmental Resource Permit governs the following: construction, alteration, operation, maintenance, repair, abandonment, and removal of stormwater management systems, dams, impoundments, reservoirs, appurtenant works, and works (including docks, piers, structures, dredging, and filling located in, on or over wetlands or other surface waters. The scope of work is as follows:

- Volkert will prepare and submit the permit application and assist the owner in developing the necessary attachments for the proposed project.
- Volkert personnel will attend a field review with the Northwest Florida Water Management District representatives.

THE WORK DESCRIBED ABOVE WILL BE PERFORMED FOR A LUMP SUM FEE OF $2,420.00. The permit application fee is included in the total fee.

In the event, a Wetland Delineation, Cultural Resource Survey, and Threatened or Endangered Species report is required; they shall be performed under a separate scope of work.

Exhibit C

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Pinellas Bayway Master Plan
County: Escambia County
FPN: PD 15 16 007
F.A.P. No: N/A

Consult Name: Engineering & Planning Resources, PC
Consult No: N/A
Date: 4/28/2016
Estimator: [illegible]

Staff Classification	Total Hours Per Classification	Project Manager	Public Involvement Coordinator	PD&E Involvement Assistant Coordinator	Technician	Technician	Technician	Clerical	Staff Classification 9	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Dist By Activity	Salary Cost By Activity	Average Rate Per Task
Public Involvement	65	0	24	16	15	15	20	15	0	0	0	0	0	65	$7,722	$118.78
Engineering Analyses & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analyses & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	65	0	24	16	15	15	20	15	0	0	0	0	0	65		
Total Staff Cost		$0.00	$2,160.00	$1,360.00	$1,050.00	$1,050.00	$1,400.00	$900.00	$0.00	$0.00	$0.00	$0.00	$0.00		$7,722.00	$118.78

SALARY RELATED COSTS			$7,722.00
OVERHEAD	0.77%		$59.00
OPERATING MARGIN	0.77%		$59.00
ICOM (Facilities Capital Cost Money)	1.31%		$101.00
EXPENSES	1.31%		$812.00
SALARY RELATED SUBTOTAL:			$8,953.12
Survey (Field - If by Sub)	0.00	4-man crew day: $ - / day	$0.00
SUBTOTAL - SUBCONSULTANT			$8,953.12
Optional Services			$7.70
SUBCONSULTANT TOTAL ESTIMATED FEE:			$8,960.82

Note:
1. This sheet to be used by Subconsultant to calculate its fee

Exhibit C

1.0 PUBLIC INVOLVEMENT

Estimator BAP

Pensacola Beach Master Plan
PID 15-16 007

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to OC						
1.1	Public Involvement Program *	LS	1	[illegible]	40	This task involves the research and coordination necessary in order to complete the public involvement plan as per Part 1 Chapter 11 of the PD&E Manual and Public Involvement Handbook
1.2	Public Involvement Data Collection	LS	1	[illegible]	35	This task includes the development and maintenance of mailing lists, correspondence, collecting and monitoring news articles and letters, public circulars, and transcripts from radio and TV news clips through the duration of the study
1.3	Notice of Intent (EIS only) *	LS	1	[illegible]	0	
1.4	Advance Notification *	LS	1	[illegible]	0	
1.5	Scheduled Public Meetings					
	Elected Officials/Agency Review Meeting					Meeting with Escambia County and Pensacola Beach Staff to review project issues, handout, presentation, exhibits and etc
	Set Up Package					
	Project Handouts *	LS	1	[illegible]	12	Initial Draft for County review
	Exhibits *	LS	1	[illegible]	12	Initial Draft for County review
	Site Selection *	LS	1	[illegible]	0	Initial Draft for County review
	Notification Letters *	LS	1	[illegible]	12	Initial Draft for County review - letter is not intended for County staff it is for County review
	Press Release/Meeting Announcements *	LS	1	[illegible]	10	Initial Draft for County review
	Staff Briefing *	LS	1	[illegible]	12	Staff Briefing and preparation of documents for meeting - printing and etc
	Participation and Notes					
	Participation	LS	1	[illegible]	7	The hour estimate is based on number of staff attending (3) x length of meeting (2 hr) + travel time (1.5) + note preparation and distribution
	Notes	LS	1	[illegible]	0	

Exhibit C

1.0 PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Public Kickoff Meeting					
	Set Up *					
	Project Handouts	LS	1	18	18	Update of documents per County Comments
	Exhibits	LS	1	18	18	Update of documents per County Comments
	Site Selection	LS	1	0	0	Update of documents per County Comments
	Notification Letters	LS	1	18	18	Update of documents per County Comments
	Press Release/Meeting Announcements	LS	1	18	18	Update of documents per County Comments
	Staff Briefing	LS	1	12	12	Planning of meeting layout and walkthrough with EPR staff. Also includes staff briefing and preparation of documents for meeting - printing and etc.
	Participation and Notes					
	Participation	LS	1	24.75	24	The hour estimate is based on number of staff attending (3) x (length of meeting (1.5 hrs) + (meeting setup(2.5)) travel time (.25)) + note preparation and distribution
	Notes	LS	1	15	15	Note preparation and distribution
	Corridor or Informational Meeting					
	Set Up/Scoping Package					
	Project Handouts *	LS	1	15	15	Major Update of documents per County Comments
	Exhibits *	LS	1	15	15	Major Update of documents per County Comments
	Site Selection *	LS	1	0	0	Update of documents per County Comments
	Notification Letters *	LS	1	12	12	Update of documents per County Comments
	Press Release/Meeting Announcements *	LS	1	8	8	Update of documents per County Comments
	Staff Briefing *	LS	1	15	15	Planning of meeting layout and walkthrough with EPR staff. Also includes staff briefing and preparation of documents for meeting - printing and etc.
	Participation and Notes					
	Participation	LS	1	17	17	The hour estimate is based on number of staff attending (4) x (length of meeting (1.5 hrs) + (meeting setup(2.5)) travel time (.25)) + note preparation and distribution
	Notes	LS	1	15	15	Note preparation and distribution
	Alternatives Public Meeting					
	Set Up/Scoping Package					
	Project Handouts *	LS	1	20	20	Major Update of documents per County Comments
	Exhibits *	LS	1	20	20	Major Update of documents per County Comments
	Site Selection *	LS	1	5	5	Update of documents per County Comments
	Notification Letters *	LS	1	12	12	Update of documents per County Comments
	Press Release/Meeting Announcements *	LS	1	8	8	Update of documents per County Comments
	Staff Briefing *	LS	1	15	15	Planning of meeting layout and walkthrough with EPR staff
	Participation and Notes					
	Participation	LS	1	25.5	26	The hour estimate is based on number of staff attending (6) x (length of meeting (1.5 hrs) + (meeting setup(2.5)) travel time (.25)) + note preparation and distribution
	Notes	LS	1	25	25	Note preparation and distribution
	1.3 Scheduled Public Meetings Total				424	
1.6	Other (Unscheduled) Public and Agency Meetings	LS	11	8	88	Includes 8 small group meetings and 3 agency meetings

Exhibit C

1.0 PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
1.7	**Public Hearing**					
	Invitation / Notification / Set up / Follow-up					
	Project Handouts *	LS	1		0	
	Exhibits *	LS	1	0	0	
	Site Selection *	LS	1	0	0	
	Notification Letters *	LS	1	0	0	
	Press Release/Meeting Announcement *	LS	1	0	0	
	Arrange for Court Reporter *	LS	1	0	0	
	Site Posting *	LS	1	0	0	
	Written Responses to Comments *	LS	1	0	0	
	Transcript, errata sheet and certification *	LS	1	0	0	
	Participation and Notes					
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
				1.7 Public Hearing Total	0	
1.8	**Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA**	LS	1	0	0	
1.9	**Special Public Involvement Requirements**					
	General Public Correspondence *	LS	1	30	30	This task includes the compiling and responding to comments received on the project and the summarizing of the coordination effort. The hours assigned for this task are project specific. 7 hours per month
	Newsletters, Preparation / Distribution *	LS	1	12	12	Preparation of newsletters – one every two months. Total of 6 newsletters at 2 hours each
	Web Site Development *	LS	1	20	20	Preparation of banner and other material for the County to include on the County website
	Web Site Maintenance *	LS	1	48	48	12 Updates - at 4 hours each
	Videos, Photographs, etc. *	LS	1	0	0	
	Survey	LS	1	130	130	Preparation of survey and delivery of survey via door to door, mail and online. Includes the notification via newsletters and media. Via (To Learn - 648 responses - 68 responses + Post -17 responses + Brochures -3)
				1.9 Special Public Involvement Requirements Total	290	
				Public Involvement Subtotal	877	
				Hours Subject to QC	333	
1.10	Quality Assurance / Quality Control	LS	%	5%	19.15	
				PUBLIC INVOLVEMENT TOTAL HOURS	896.15	

Exhibit C

Pensacola Beach Congestion Management Plan

Man-Hour Estimate and Fee

Transit Component

	Task	Principal In-Charge $265	Project Manager $210	Senior Transit Planner $135	Transit Planner $90	Senior Engineer $150	Engineer $100	Clerical $80	Total
1d	Park and Ride/Tram Service from Pensacola and/or Gulf Breeze to Pensacola Beach- Analysis and Feasibility Study								
	1d.1 Project Management	8	47	26	50	13	29	13	$25,890
	1d.2 Baseline Conditions	4	7	23	58	4	46	8	$16,695
	1d.3 Development of Transit System Alternatives	10	7	24	40	6	50	4	$17,180
	1d.4 Evaluate Transit Alternatives	7	13	15	22	4	22	1	$11,470
	1d.5 Action Plan Report	6	6	18	22	2	18	1	$9,440
1h	Conceptual Design for Trolley Route Modifications	1	2	6	4	4	0	0	$2,455
1i	Parking Recommendations: Provide Alternate Parking for Beach Guests/Employees		1	4	4				$1,110
	Total	**36**	**83**	**116**	**200**	**33**	**165**	**27**	**$84,240**

Exhibit C

NOVA
ENGINEERING AND
ENVIRONMENTAL

Professional Services Agreement

Date: January 31, 2016	**Proposal Number:** 016-20163531r
PROJECT NAME AND ADDRESS: **PBCMP - Project 2b** Pensacola Beach, Escambia County, Florida	**CLIENT NAME AND ADDRESS:** **VOLKERT, INC.** 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Email: mike.warnke@volkert.com Phone: (850) 477.7485 Fax: (850) 477.7517

Geotechnical Services (reference Scope of Work included herein)

		Accepted
Project 2b – **Lump Sum**	$ 4,250	☐
Add/Alternate	N/A	☐

Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.

All work provided by NOVA will be governed by the attached General Terms and Conditions. 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 via wlawrence@usanova.com or fax to (850) 249-6683.

AUTHORIZED BY:	**INVOICE TO:**
Signature	Firm
Name	Name
Title	Address
Date	Federal Tax ID

Exhibit C

GEOTECHNICAL SERVICES
2016 SCHEDULE OF FEES

ENGINEERING SERVICES *For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations, etc.*

Geotechnical Aide	per hour	$ 75.00
Staff Engineer	per hour	$ 85.00
Project Engineer and/or P.E.	per hour	$ 100.00
Senior Engineer, P.E.	per hour	$ 135.00
Chief Engineer, P.E.	per hour	$ 165.00
Principal Materials Consultant	per hour	$ 165.00

DRILLING SERVICES *Drilling services including costs for mobilization and fieldwork will be quoted upon request.*

Mobilization	lump sum	$ 500.00
Soil Test borings (n<50 bpf)	per foot	$ 12.50
Borings deeper than 50 feet will have a $2.50 per foot surcharge		
Casing (where required) less than 50 feet	per foot	$ 7.00
Undisturbed Sampling	each	$ 175.00
Extra Split-spoon samples	each	$ 45.00
Difficult Moving or Standby	per hour	$ 200.00
Clearing: light clearing performed by drill crew	per hour	$ 200.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	$ 75.00
Natural Moisture Content	per test	$ 15.00
Organic Content	per test	$ 75.00
Standard Proctor	per test	$ 125.00
Modified Proctor	per test	$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	$ 425.00
Grain Size Analysis	per test	$ 100.00
Percent Fine than No. 200 sieve	per test	$ 65.00
Constant/Falling Head Permeability Testing	per test	$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion Series)	per test	$ 225.00
Triaxial Shear Testing *(3 point CU)*	per test	$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	$ 55.00
Vehicle Trip Charge	per mile	$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

Note: Personnel time expended will be invoiced in ½ hour increments.

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782

17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682

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Exhibit C

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Professional Services Agreement

Date: February 4, 2016	**Proposal Number:** 016-20163537
PROJECT NAME AND ADDRESS: **PBCMP Project 2g – SRIA Property** Pensacola Beach, Escambia County, Florida	**CLIENT NAME AND ADDRESS:** **VOLKERT, INC.** 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Email: mike.warnke@volkert.com Phone: (850) 477.7485 Fax: (850) 477.7517

Geotechnical Services (reference Scope of Work included herein) Accepted

Project 2g - SRIA Parking Garage – **Lump Sum**..... **$ 2,750** ☐

Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.

All work provided by NOVA will be governed by the attached General Terms and Conditions. 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 via wlawrence@usanova.com or fax to (850) 249-6683.

AUTHORIZED BY:	**INVOICE TO:**
Signature	Firm
Name	Name
Title	Address
Date	Federal Tax ID

Exhibit C

GEOTECHNICAL SERVICES
2016 SCHEDULE OF FEES

ENGINEERING SERVICES *For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations, etc.*

Geotechnical Aide	per hour	$ 75.00
Staff Engineer	per hour	$ 85.00
Project Engineer and/or P.E.	per hour	$ 100.00
Senior Engineer, P.E.	per hour	$ 135.00
Chief Engineer, P.E.	per hour	$ 165.00
Principal Materials Consultant	per hour	$ 165.00

DRILLING SERVICES *Drilling services including costs for mobilization and fieldwork will be quoted upon request.*

Mobilization	lump sum	$ 500.00
Soil Test borings (n<50 bpf)	per foot	$ 12.50
Borings deeper than 50 feet will have a $2.50 per foot surcharge		
Casing (where required) less than 50 feet	per foot	$ 7.00
Undisturbed Sampling	each	$ 175.00
Extra Split-spoon samples	each	$ 45.00
Difficult Moving or Standby	per hour	$ 200.00
Clearing: light clearing performed by drill crew	per hour	$ 200.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	$ 75.00
Natural Moisture Content	per test	$ 15.00
Organic Content	per test	$ 75.00
Standard Proctor	per test	$ 125.00
Modified Proctor	per test	$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	$ 425.00
Grain Size Analysis	per test	$ 100.00
Percent Fine than No. 200 sieve	per test	$ 65.00
Constant/Falling Head Permeability Testing	per test	$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion Series)	per test	$ 225.00
Triaxial Shear Testing *(3 point CU)*	per test	$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	$ 55.00
Vehicle Trip Charge	per mile	$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

Note: Personnel time expended will be invoiced in ½ hour increments.

140-A Lurton Street
Pensacola, Florida 32505
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17612 Ashley Drive
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1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14508 **County Administrator's Report 9. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Approval to Issue Fiscal Year 2017/2018 Purchase Orders in Excess of $50,000
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2017/2018 Purchase Orders in Excess of $50,000, for the Public Works Department - Joy Jones, P.E., Public Works Department Director

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

Vendor/Contractor	Amount	Contract Number
The McPherson Companies, Inc. Vendor Number 130667 Fuel for Pensacola Beach Public Works Fund 001 General Fund Cost Center 211401	$85,000	Fuel for Pensacola Beach Public Works

BACKGROUND:

The issuance of these Purchase Orders during Fiscal Year 17/18 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds for this Change Order are available in Fund 001 "General Fund", Cost Center 211401, Object Code 55204.

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, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14547 **County Administrator's Report 9. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Federal Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation
From: Cathy White, Director of Case Management
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation - Cathy White, Director of Case Management, Court Administration

That the Board take the following action concerning the Federal Fiscal Year (FY) 2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation:

A. Approve and authorize the Chairman to sign the Certificate of Participation;

B. Approve and authorize the Chairman to sign the 51% letter of support for the distribution of Grant funding;

C. Approve and authorize the Escambia County Administrator, Jack R. Brown, to sign the Certifications and Assurances by the Chief Executive of the Applicant Government; and

D. Approve and authorize the Escambia County Attorney, Alison Rogers, to sign the Certification of Compliance with 8 U.S.C . §1373 by Prospective Subrecipient: Recipient State subaward to a Local Government.

[The funds are made available through the Federal FY 2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation for the period beginning October 1, 2017, and terminating September 30, 2018. There is no cost to the County]

BACKGROUND:

This fiscal year there has been a delay in releasing the Federal FY2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation grant funds. The state was required to certify new compliance with new conditions and attestations prior to accepting the award. FDLE coordinated with the Executive Branch to complete this process and now the grant funds have been released. Escambia County has been awarded $119,302 in grant funding.

In accordance with the Federal FY 2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation, all agencies interested in requesting grant funds were asked to submit a detailed project proposal for review. The grant review committee reviewed and approved the grant proposals on August 14, 2017. The distribution of grant funds are as follows:

Pensacola Police Department - $69,302
Escambia County Community Corrections - $30,000
Escambia County Neighborhood and Human Services - $20,000

BUDGETARY IMPACT:

The funds are made available through the Federal FY 2017 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide – State Solicitation for the period beginning October 1, 2017, and terminating September 30, 2018. There is no cost to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization to execute grant documents.

IMPLEMENTATION/COORDINATION:

Coordination has occurred with all related parties.

Attachments

Certificate of Participation
51% Letter BOCC
CEO Certification

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

Ms. Petrina T. Herring
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring:

This letter provides notification that the Escambia County Board of Commissioners ✔ Accepts ___ Declines to serve as the coordinating unit of government for the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
- 8 U.S.C §1373—*Communication Between Governments and the Immigration and Naturalization Service*
- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
- 2 C.F.R. §200.318-326—*Federal Procurement Standards*
- 2 C.F.R Part 200.300-309—*Standards for Financial and Program Management*

For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's FY17 JAG Countywide subawards:

Name: Catherine A White
Agency: Court Administration
Title: Director of Case Management
Address: 100 West Maxwell Street
Email: Cathy.White@flcourts1.gov
City: Pensacola
Phone: 850-595-3055
Zip: 32501

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Jeff Bergosh
Chair
Escambia County Board of Commissioners

ATTEST: Pam Childers
Clerk of the Circuit Court
By:_____
Deputy Clerk
[SEAL]

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

August 2, 2018

Petrina T. Herring, Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Escambia County Board of County Commissioners approves the distribution of the FFY 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

Subgrantee (City or County)	Title of Project	Dollar Amount (Federal Funds)
Escambia County	Jail Alternative Initiative	$ 30,000
Escambia County	After School Crime Prevention Project	$ 20,000
City of Pensacola	3D Mapping System	$ 69,302
	Total Allocation	$119,302

Sincerely,

Jeff Bergosh, Chairman
Escambia County Board of County Commissioners

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

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program
FY 2017 State Solicitation

Certifications and Assurances
by the Chief Executive of the Applicant Government

On behalf of the applicant "State" named below, in support of that State's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 42 U.S.C. § 3752(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant State named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant State. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant State.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the State (e.g., the State legislature), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant State will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (42 U.S.C. §§ 3750-3758); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant State will comply with all provisions of the JAG Program statute and all other applicable federal laws.

7. I have examined certification entitled "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it "supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant State to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive of the Applicant "State"	Date of Certification
Jack R. Brown	Escambia County Administrator
Printed Name of Chief Executive	Title of Chief Executive
Escambia County, Florida	
Name of Applicant State	

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

FY 2017 Edward Byrne Memorial Justice Assistance Grant Program

Certification of Compliance with 8 U.S.C. § 1373 by Prospective Subrecipient: Recipient State subaward to a Local Government

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified below for a subaward from the grant awarded by the U.S. Department of Justice ("USDOJ") under the FY 2017 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2017 JAG Program"), I certify under penalty of perjury to the Recipient State, and also certify to USDOJ, that all of the following are true and correct:

(1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2017 JAG Program.

(2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2017 JAG Program—

(a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. § 1373, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and

(b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. § 1373 (on a form provided by USDOJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.

(4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

(a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and

(b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part with the requested subaward (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any planned subrecipient of a lower-tier subaward), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the prospective subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that USDOJ awards of grant funds, including associated subawards, are subject to review by USDOJ, including by its Office of the Inspector General.

Escambia County	Florida
Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2017 JAG Program	Recipient State *from which the prospective subrecipient seeks a subaward* under the FY 2017 JAG Program
	Alison Rogers
Signature of chief legal officer of the prospective subrecipient	Printed name of chief legal officer of the prospective subrecipient
Escambia County Attorney	
Title of chief legal officer of the prospective subrecipient	Date of certification

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14471 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/02/2018
Issue: State Law Enforcement Trust Fund Appropriation
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 Florida Statute 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. Beulah Middle School PTSA, in the amount of $2,500;

B. Escambia County School District, in the amount of $2,500;

C. Water and Youth Safety Pensacola, in the amount of $2,500; and

D. Junior Achievement of Northwest Florida, Inc., 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 58201]

BACKGROUND:

Per F.S. 932.7055(5), 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):

Beulah Middle School PTSA - $2,500
Escambia County School District - $2,500
Water and Youth Safety Pensacola - $2,500
Junior Achievement of Northwest Florida Inc - $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

Beulah Middle School PTSA
Escambia County School District
Water and Youth Safety Pensacola
Junior Achievement of Northwest Florida Inc

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

July 9, 2018

Beulah Middle School PTSA
Attn: Amanda Williams
6001 W. 9 Mile Road, Pensacola FL 32526

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated June 28, 2018.

Dear Amanda Williams,

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 or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2500. 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.

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)

☒ CRIME PREVENTION ☒ DRUG PREVENTION ☒ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☒ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ 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: Beulah Middle School PTSA DATE 6-28-18

POINT OF CONTACT Amanda Williams PH# 850.380.7795

EMAIL ADDRESS: ajw9107@yahoo.com ☒ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 9/4/18 AMOUNT REQUESTED: 2,500.00

CHECK PAYABLE TO: Beulah Middle School PTSA

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 6001 W. 9 Mile Rd City Pensacola State FL Zip Code 32526

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 | AJW (Initial)

NAME OF CERTIFYING OFFICIAL Amanda Williams

TITLE OF CERTIFYING OFFICIAL PTSA Coordinator

SIGNATURE (Digital) Amanda J Williams

DATE 6-28-18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		✓	☐	
LEGAL		✓	☐	
CHIEF		✓	☐	AMOUNT APPROVED 2,500
SHERIFF		✓	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Did 2. Date processed 7/10/18

DAVID MORGAN, SHERIFF

7/9/2018 DATE

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Beulah Middle School PTSA

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

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.

Beulah Middle School is a new school for Escambia County starting the 2018 school year. Since we are a brand new school with a brand new PTA, we are without funds. We are asking for funding to help with our PTA program. Each year the schools have what is called a Red Ribbon Week. During this week, each day has a fun "Say No to Drugs" theme. To give an example, the first day of Red Ribbon Week the PTA may provide suckers for the kids having a ribbon tied around it saying "Don't be a sucker and do drugs." We will also be handing out pamphlets for drug awareness to educate the kids on drugs.

Money that is provided to the PTA will help buy supplies for this Red Ribbon Week. The Sheriff's logo (Sheriff Morgan says, "Your Life... Your Community... No Place For Drugs or Crime" Escambia County Sheriff's Office, with the sheriff's star) will be in these pamphlets. We will also have a banner made with this same logo, to hang up all year round either outside the school or somewhere inside the school.

Since we don't have any supplies yet we are asking for 2,500.00 to give us a good jump start to get started with materials and programs to education the kids with drug prevention and safe neighborhoods.

Florida PTA
everychild. onevoice.

1747 Orlando Central Parkway
Orlando, FL 32809
www.FloridaPTA.org
407-855-7604 / 1-800-373-5782
Fax: 407-240-9577

Cindy Gerhardt, President
Linda Kearschner, President Elect
Jen Martinez, VP of Leadership Development
Carolyn Nelson-Goedert, VP of Regions/Councils
Linda Nestor, VP of Membership Development
Janet Lamoureux, VP of Educational Development
Katrena McMahan, Treasurer
Kathy Thrumston, Secretary

June 18, 2018

To Whom It May Concern:

This is to certify that **Beulah Middle School PTSA** in **Escambia County** is an active PTA. They are a subordinate organization, under our group exemption, GEN 2149, of the Florida Congress of Parents and Teachers. This PTA was originally chartered on **June 12, 2018,** and their **EIN** is **82-5024535.**

All funds raised should be used for the enrichment of **Beulah Middle School PTSA** and the students.

Any check(s) or donation(s) should be made to **Beulah Middle School PTSA.**

Florida Congress of Parents And Teachers, Inc., (d.b.a. Florida PTA), is a 501(c)(3) nonprofit organization. A copy of the determination letter is attached hereto.

If you have any questions, please contact me at the above number.

Very truly yours,

Jean Hovey

Jean Hovey
Florida PTA

P.S. Per the IRS Code of 1986, Section 170(c), donors may rely upon the central organization's (Florida PTA) verification with respect to deductibility of contributions to subordinates (local PTA units) covered under Florida PTA's 501(c)(3) group exemption ruling. For more information visit the IRS website at: http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248153327
July 26, 2013 LTR 4167C 0
000000 00
00017185
BODC: TE

PTA FLORIDA CONGRESS OF PARENTS
AND TEACHERS
1747 ORL CENT PKWY
ORLANDO FL 32809

044030

Employer Identification Number: --
Group Exemption Number: 2149
Person to Contact: Ms. Espelage
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 17, 2013, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in February 1971, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

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 yours,

Richard McKee

Richard McKee, Department Manager
Accounts Management Operations

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.

2 Business name/disregarded entity name, if different from above
Beulah Middle School PTSA

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) 501c-3
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.
6001 West Nine Mile Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32526

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
82-5024535

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 ▶ Brittney Cruise Date ▶ 7-2-18

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.*

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

July 18, 2018

Escambia County School District Community Involvement Mentor Program
Attn: Jo McArthur
30 E. Texar Drive, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated July 9, 2018.

Dear Jo McArthur,

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 $2500. 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.

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)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ 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: ECSD Community Involvement Mentor Program DATE 07/09/2018

POINT OF CONTACT Jo McArthur PH# (850) 469-5676

EMAIL ADDRESS: jmcarthur@escambia.k12.fl.us ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 08/01/2018 AMOUNT REQUESTED: $ 10,000

CHECK PAYABLE TO: Escambia County Public Schools Foundation - Mentor Program Account

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 30 E. Texar Drive City Pensacola State FL Zip Code 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 JHM (Initial)

NAME OF CERTIFYING OFFICIAL
Jo McArthur

TITLE OF CERTIFYING OFFICIAL
Community Involvement Coordinator

SIGNATURE (Digital)
Jo McArthur JHM Jo McArthur

DATE
07/09/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,500
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 7/18/18		DAVID MORGAN, SHERIFF 7/18/2018 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

ECSD Community Involvement Mentor Program

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

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 ECSD Mentor Program serves 750+ at-risk students in our schools. It matches a trained, background checked, dependable adult with a child that needs extra support. It is an on campus program, with the student spending one hour, once per week, during a designated time, one on one with their mentor. Mentors are assigned at all levels from kindergarten through the twelfth grade.

Mentors are trained & fingerprinted at the district level & then assigned to schools based on need, preference & geographic location. School level Mentor Coordinators match students with a mentor & provide guidance as well as information about the student.

Students are recommended by teachers, guidance counselors & parents for the program. Those chosen for the program are "on the cusp" & most likely do not have a stable home environment or a consistent adult role model in their life. They use their mentoring time to tutor, set goals, teach life skills, discuss the advantages of staying in school, staying off drugs & being productive citizens. A parent or guardian must sign a permission slip to allow the student to be assigned a mentor.

Mentors demonstrate the values of respect, dependability, punctuality & community service. They are trained to help students set long & short term goals, encourage them to do well in school & to make good life choices. Mentors are asked to share about their own lives, their education & why it is school is so important. They are trained to handle sensitive information that a student may disclose regarding criminal behavior, drug use & other dangerous situations. The mentor then shares information with school administrators, guidance counselors & law enforcement, if necessary.

The program is self funded through donations to sponsor mentor events, pay for program materials, training & appreciation functions for mentors. Training classes are conducted at civic organizations, churches, corporations & local government entities. Requested funds would continue to support the program & help to reach more students.

Research shows that children with mentors have a much greater chance of staying in school, staying off drugs & making better life choices. It leads to increased self esteem, better grades, problem solving skills, conflict resolution & self control. Mentors directly help in the efforts of crime prevention, drug education, prevention & safe neighborhoods.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 22, 2001

Person to Contact:
Jocie Bradshaw 31-02167
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-2715995

Escambia County Public School Foundation for
Excellence, Inc.
30 East Texar Drive
Pensacola, FL 32503-2902

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in June 1987, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

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.

Escambia County Public School Foundation for Excellence, Inc.
#59-2715995

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.

The law 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. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is 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. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

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.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts, Director, TE/GE
Customer Account Services

0000006 10/29/15

FLORIDA 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
85-8012632532C-3	10/31/2015	10/31/2020	501(C)(3) ORGANIZATION

This certifies that

THE ESCAMBIA COUNTY PUBLIC SCHOOLS
FOUNDATION FOR EXCELLENCE INC
30 E TEXAR DR
PENSACOLA FL 32503-2902

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.
7Escambia County Public School Foundation

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) ▶ **Non-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.) See instructions.
430 E. Texar East Texar Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32503

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 7 1 5 9 9 5

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 ▶ Sandy Edwards Date ▶ July 11, 2018

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.*

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

July 18, 2018

Water and Youth Safety Pensacola
Attn: Jack Lynch
4540 Regency Court, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated July 12, 2018.

Dear Jack Lynch,

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 $2500. 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.

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)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ 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: Water and Youth Safety Pensacola DATE 07/12/2018

POINT OF CONTACT Jack Lynch PH# (850) 293-9953

EMAIL ADDRESS: jack.lynch@mygulfre.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 09/14/2018 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: Water and Youth Safety Pensacola

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 4540 Regency Court 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 JL (Initial)

NAME OF CERTIFYING OFFICIAL Jack Lynch

TITLE OF CERTIFYING OFFICIAL President

SIGNATURE (Digital) Jack Lynch

DATE 07/12/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 7/18/18

DAVID MORGAN, SHERIFF

DATE 7/18/2018

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Water and Youth Safety Pensacola

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

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 see the attached letter to explain our request for our two events (Pensacola Water Safety Day) in detail.

We are now hosting 2 events per year so we would designate $2500.00 for each event. We provide lifeguards, transportation, refreshments and T-shirts for the participants and we provide shirts and meals for approximately 75 volunteers at each event. Each event reached around 400 2nd grade students and the cost per student is around $15.00 meaning it cost us about $6000.00 to run each event.

These are not events which requires tickets, etc for the Sheriff's Department to be active participants. We would love to have officers stop by to observe, help with general supervision or to jump in the water for a session to work with the students.

We have a website (www.wayspensacola.org) and a Facebook page (www.facebook.com/Pensacola WaterSafetyDay/). Please visit either or both to see more about what we are doing to help the youth of Pensacola WATER SMART to keep then WATER SAFE!

These events help our community and provide for keeping children safe in their neighborhood.

July 11,2018

Escambia County Sheriffs Office
1700 W. Leonard Street
Pensacola, FL 32501

Dear Sheriffs Office,

I am writing today to request a sponsorship for Water and Youth Safety, Pensacola for our Water Safety Day events. You have been a generous sponsor in the past and we hope that you will once again help us with our mission of teaching water safety skills to 2nd grade students in Escambia County.

Although we just formed this Non-Profit (501c3) in 2016 we have been conducting the Water Safety Day event since 2012 and have been doing classroom sessions since 2009 with the intent of reaching students who typically do not have access to swim lessons. Unfortunately, due to economic hardship and cultural norms, minorities are usually left behind.

A joint study by the University of Memphis and the USA Swimming Foundation found that 70% of African Americans and 60% of Latinos do not know how to swim. The same study showed that if a parent does not know how to swim that there is only a 13% chance that a child in the household will learn how to swim.

Additionally the Center for Disease Control says that African American children drown at a rate of nearly three times higher than their Caucasian peers. These are all reasons why we targeted the more impoverished communities when we began our endeavors.

If you happen to be unfamiliar with our event, what follows is a basic rundown. The students are first introduced to basic water safety skills at their respective schools by two of our committee members during the week leading up to our event. This "in class" lesson is to give them a basic knowledge of water safety whether they are able to attend the event or not. On the day of the event, children are separated into two stations. Students at the first station learn how to use a life jacket and learn valuable rescue techniques around water. The second station students get into the water and learn the basics of what to do in case they find themselves in the water unintentionally. Both groups last about 20 minutes then the groups come back together to enjoy some fun time in and around the pool.

In all, we typically have 70+ volunteers from several groups including the Pensacola Association of Realtors, the Greater Pensacola Aquatic Club, the City of Pensacola, the Santa Rosa Island Authority, Escambia County Schools and SEASTAR Aquatics. These volunteers along with the Board members, committee members and others donate approximately 400 hours or $9228.00 ($23.07 per volunteer hour) to each event.

The students benefit greatly from this event as they learn basic water safety skills that will help keep them safe in an area that, according to the Escambia County Property Appraiser's Office, has over 34,000 residences with a pool or which are located on one of our 20 plus area waterways.

Our goal is to expand the program to reach every 2nd grade student in Escambia and Santa Rosa Counties, as we see a tremendous need for these life saving skills. This is particularly striking when the Center for Disease Control tells us that approximately 10 people drown every day in the USA and thatdrowning is the 2nd leading cause of childhood unintentional death for children under the age of 14. This is why we need to make our children "WATER SMART to keep then WATER SAFE".

We truly appreciate your support!!!

Jack Lynch
President
WAYS Pensacola
850-293-9953
jack.lynch@mvgulfre.com

0000509 11/16/16

DR-14
R. 10/15

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

FLORIDA

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017082704C-8	08/20/2016	08/31/2021	501(C)(3) ORGANIZATION

This certifies that

WATER AND YOUTH SAFETY PENSACOLA INC
4640 REGENCY CT
PENSACOLA FL 32504-9132

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.

Water and Youth Safety Pensacola 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:

[~1 Individual/sole proprietor or single-member LLC Q C Corporation Q S Corporation tZ] Partnership Q Trust/estate

[~1 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.

PI Other (see instructions) ► **501(c)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee coue (if any)
Exemption front FATCA reporting code (if any)
'Afiptios :o accourrs mvntsinod cutsitta tho US)

5 Address (number, street, and apt. or suite no.)

4640 Regency Court

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 qet 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

8 __ - 3 5 6 3 4 7 0 L_

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 arc currently subject to backup withholding because you have failed to report all Interest and dividenos 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.

Here Signature of u.s. person ► Philip A Kraus Date*

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 *.vmv.irs.gov/fwO.*

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 prov.de your correct TIN.

If you do not return f:orm W-9 to the requester with a TIN, you might be subject tc backup vithholding. See *IA/hat is backup withholding?* on page 2.

By signing tha 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 aro 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

July 18, 2018

Junior Achievement of Northwest Florida Inc.
Attn: Ildi Hosman
6677 N. Davis Highway Suite B, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated July 16, 2018.

Dear Ildi Hosman,

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 $5000. 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.

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)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ 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: Junior Achievement of Northwest Florida, Inc. DATE 07/16/2018

POINT OF CONTACT Ildi Hosman PH# (850) 477-1420

EMAIL ADDRESS: ildi.hosman@ja.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 09/04/2018 AMOUNT REQUESTED: $ 7,500

CHECK PAYABLE TO: Junior Achievement of Northwest Florida, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 6677 N. Davis Hwy., Ste B 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 IGH (Initial)

NAME OF CERTIFYING OFFICIAL
Ildi G. Hosman

TITLE OF CERTIFYING OFFICIAL
President & CEO

SIGNATURE (Digital)

DATE
07/16/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $5,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 7/18/18

DAVID MORGAN, SHERIFF

DATE 7/18/2018

ORIGINAL

1-2018

ORGANIZATION/AGENCY NAME:

Junior Achievement of Northwest Florida, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

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

Junior Achievement of Northwest Florida (JA) seeks to partner with the Escambia County Sheriff ' s Office to provide education as a means to reduce crime and prevent drug use.

Junior Achievement aims to achieve this by training volunteers from the Escambia County Sheriff ' s office, if personnel are available to do so, to engage in local classrooms once per week for one hour for a minimum of five weeks (depends on the program chosen by the volunteer). If officers or staff are not available from the Sheriff ' s office, Junior Achievement has a dedicated base of volunteers from the local business community that can also be sent into the classroom to teach the classes that would be sponsored by the Sheriff ' s Office.

All Junior Achievement volunteers serve as positive role models for local school children. JA volunteers share their personal stories about their careers and education. These firsthand accounts coupled with world class educational materials focused on jobs, money, and free enterprise, are empirically proven to change youth attitudes.

Studies show that the Junior Achievement teaching model enhances self-efficacy with students and changes their perspective on their futures. 40% of JA alumni reported that JA gave them an idea for a career. And, a staggering 90% of JA alumni report they are confident in managing their finances.

Evaluation of Junior Achievement programming also shows that 20% of JA alumni choose a career field that is similar to that of their JA classroom volunteer. This further evidences that JA programming is making a difference and that the teaching model, based in mentorship, is an effective one.

Junior Achievement enhances the education that kids receive in the traditional school setting and helps them to understand that education is the key to personal success.

JA Program Funding Justification continued...

The better educated a child is, the less likely they are to engage in criminal activity or to become lifelong criminals. Junior Achievement provides a vehicle for students to explore possible career choices and express their future educational and employment goals and aspirations. Students who see that their future can be different than they imagined it would be or different than what they have seen in their home environments, are less likely to repeat the cycle they are used to.

JA shows children that self-confidence and education are what is necessary to become a productive member of the business community.

JA illustrates to students how to manage their personal finances by obtaining employment and by earning money to support themselves and their families.

JA volunteers are accomplished professionals who serve as valuable role models for our area's youth and shows them the value of applying themselves instead of engaging in criminal activity.

JA volunteers serve as mentors who build youth confidence and efficacy. It is well documented there is a shortage of positive adult role models for school children, as evidenced by juvenile crime rates- especially in Escambia County, Florida. JA empowers youth to believe in themselves and to feel confident they have a place in today's business world.

In Escambia County, JA deploys over 125 volunteers to teach critical skills in personal finance, entrepreneurship, economics, and workforce preparedness. The program is available to all students Kindergarten through 12th grade and is free of charge to schools and students. Programs are taught as requested by school teachers.

With a $7,500 grant from the Escambia County Sheriff's Office, the JA/Sheriff's Department partnership will impact the lives of more than 300 under-served kids attending Title I schools in the County. (Every JA class taught costs $500.)

Junior Achievement of Northwest Florida is governed by a board of directors and is required to comply with the programming standards set forth by JA USA, a national non-profit 501c3 organization. JA programs offer a nationally recognized curriculum that is updated every two years to meet changing educational requirements and that adapt to advancing technology in the classroom.

Notable companies providing classroom volunteers to Junior Achievement of Northwest Florida include Gulf Power Company, ExxonMobil, GE Energy, Navy Federal Credit Union, Regions Bank, SunTrust Bank, Hancock Bank, IMS ExpertServices, Landrum-HR, Sonic, BBVA Compass Bank, Wal-Mart, and many other well-known local and national companies.

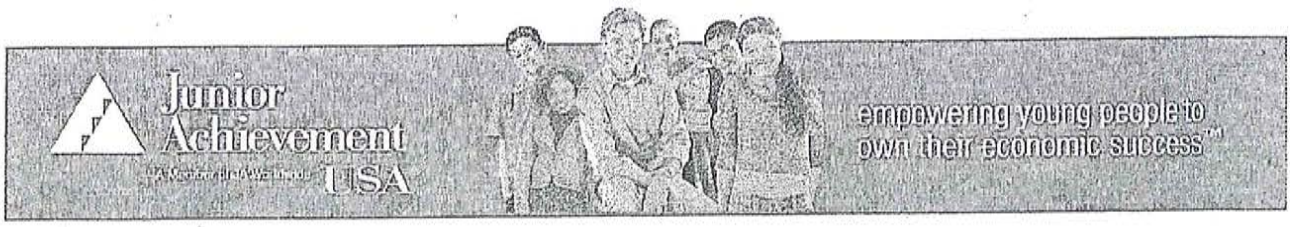
The JA experience has been scientifically validated by extensive evaluation to influence positive behavioral outcomes. In 2016, an evaluation of JA alumni showed that students who were involved in a JA program have higher high school graduation rates than those of the general U.S. population (ed.gov/news, theatlantic.com/education/archive, nces.ed.gov/fastfacts).

Each year, thousands of underprepared young people enter the workforce candidate pool. Local businesses and economic development agencies in our area are reporting the absence of interviewing skills and essential workplace soft skills.

The school district are not able to incorporate lessons on personal finance, economics, and workforce preparedness due to statewide testing preparation and lack of funding. Student loan debt is skyrocketing in the U.S. and repayment of these loans has become a financial epidemic nationwide. Today's young people are not fully aware of the implications of borrowing money and do not have a comprehensive understanding of the concept of household economics and personal finance. JA courses of instruction address all of these areas, which in turn leads to productive and self-sustaining young people as members of our community who avoid criminal activity.

PLEASE NOTE THAT, AS PART OF THIS PARTNERSHIP, JA IS REQUESTING PERSONNEL FROM THE SHERIFF'S OFFICE TO VOLUNTEER IN JA CLASSROOMS, IF POSSIBLE.

WE UNDERSTAND THIS MAY NOT BE POSSIBLE DUE TO TIME CONSTRAINTS, BUT IT WOULD BE A TREMENDOUS ASSET TO HAVE OFFICERS AS VOLUNTEERS IN JA CLASSROOMS IN ESCAMBIA COUNTY TO TEACH OUR MATERIAL AND FEEL IT WOULD BE A POWERFUL OPPORTUNITY FOR THE DEPARTMENT TO GAIN POSITIVE REPORT WITH YOUNG PEOPLE, AND BY EXTENSION, THEIR PARENTS.



June 14, 2017

To Whom It May Concern:

Please accept this letter as confirmation that Junior Achievement of Northwest Florida, Inc., EIN 59-0839555, located at 6677 N. Davis Highway, Suite B, Pensacola, FL 32504, is an area in good standing with Junior Achievement USA®.

According to the Internal Revenue standards, the above area is considered a subordinate organization of Junior Achievement USA and is recognized as a 501(c)(3) organization and entitled to all rights of a 501 (c)(3) organization under group exemption number 1116.

You may also verify Junior Achievement of Northwest Florida's tax exempt status by going to the following IRS website:

http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Business-Master-File-Extract-EO-BMF

Scroll down to the U.S. map, click on the state of Florida. Once the excel spreadsheet opens, either scroll down or use the Excel "Find" feature to locate the EIN of "Junior Achievement of Northwest Florida". You may need to widen the width of column "A" on the spreadsheet for the EIN numbers to read correctly.

Should you wish additional information or have any questions, please call me.

Sincerely,

Timothy Armijo
Chief Financial Officer

Enclosure

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248205661
July 25, 2017 LTR 4168C 0
84-1267604 000000 00
00018269
BODC: TE

JUNIOR ACHIEVEMENT USA
% TIMOTHY ARMIJO
1 EDUCATION WAY
COLORADO SPGS CO 80906

024655

Employer ID Number: 84-1267604
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated July 14, 2017, regarding your tax-exempt status.

We issued you a determination letter in January 1994, 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).

0248367584
July 24, 2017 LTR 4167C 0
84-1267604 000000 00
00018903

JUNIOR ACHIEVEMENT USA
% TIMOTHY ARMIJO
1 EDUCATION WAY
COLORADO SPGS CO 80906

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

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.
Junior Achievement 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.)
6677 North Davis Hwy, Suite B

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 - 0839553

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 ▶ _____ Date ▶ 12-11-17

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.

0000172 11/16/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012672194C-5	01/31/2018	01/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

JUNIOR ACHIEVEMENT OF NORTHWEST
FLORIDA
6677 N DAVIS HWY
PENSACOLA FL 32504-6386

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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14305 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/02/2018
Issue: FL-AL TPO Project Priorities Discussion
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Draft Florida-Alabama Transportation Planning Organization Fiscal Year 2020-2024 Project Priorities - Joy Jones, P.E., Public Works Department Director

That the Board discuss the draft Florida-Alabama Transportation Planning Organization Fiscal Year 2020-2024 Project Priorities.

BACKGROUND:

Per the Florida-Alabama Transportation Planning Organization (FL-AL TPO) website, "The Florida-Alabama Transportation Planning Organization, staffed by the West Florida Regional Planning Council, is tasked annually with developing Project Priorities. Project Priorities, which are essentially the Cost Feasible Plan element of the Long Range Transportation Plan (LRTP), are usually approved in September each year and are due to the State Departments of Transportation by October 1st. The adopted Project Priorities are used by the State Departments of Transportation to develop a five-year Work Program. This five-year Work Program is then used by the TPO to develop its five-year Transportation Improvement Program (TIP). The TIP is usually adopted by the TPO at its June meeting each year."

County staff have reviewed the draft Project Priorities (attached herein) and are seeking direction and input from the Board based on staff recommendations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon direction, county staff will prepare and submit comments to the TPO staff to incorporate into the draft FL-AL TPO Project Priorities for the upcoming FL-AL TPO Board agenda item in September 2018.

Attachments

Draft Project Priorities

ITS Working Group Draft Resolution

Staff Project Priorities Presentation

FY 2020 - FY 2024 Florida-Alabama TPO Project Priorities

Prepared for

Florida-Alabama Transportation Planning Organization;
Florida Department of Transportation, District Three; and
Alabama Department of Transportation

Prepared by

West Florida Regional Planning Council
Staff to the Florida-Alabama Transportation Planning Organization

DRAFT

Draft June 7, 2018

Amended:

This report was financed in part by the U.S. Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, the Florida Department of Transportation, the Alabama Department of Transportation, and local participating governments, in partial fulfillment of UPWP Work Task C.1. This document does not necessarily reflect the official reviews or policies of the U.S. Department of Transportation.

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Appendix A - Regional Intelligent Transportation System (ITS) Master Plan Projects

DRAFT

Table 1: FY 20 - 24 Committed Non-Strategic Intermodal System (Non-SIS) Capacity Project Priorities – Florida Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2186053	Nine Mile Road (ESC)	Pine Forest Road	US 29	PD&E Study – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2186057	Nine Mile Road (ESC)	I-10	Pine Forest Road	PD&E Study – Complete	Widen to 4 Lanes
				Design – Underway	
				ROW – Complete	
				Construction – Underway	
2186056	Nine Mile Road (ESC)	Beulah Road	I-10	PD&E – Complete	Widen to 4 Lanes
				Design – Underway	
				ROW – Complete	
				Construction – Underway	
4378441	17th Avenue (ESC)	At Bayfront Parkway		PD&E – Underway	Interchange
				Design – Underway	
				ROW – No Significant Cost	
				Construction – Funded FY 18/19	

DRAFT

Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
NA	Regional ITS Plan Projects[1]	$25,000,000 from funding sources outside the FDOT District III Work Program with no impacts to the TPO's Project Priorities				1A
4280581	Regional ITS Plan Projects	$400,000 Annual Maintenance for ITS $1,400,000 for Operations and Maintenance/Capital Improvements for ITS if the $25,000,000 is funded				1B
4371151	East Bay Boulevard (CR 399) (SRC)	US 98	SR 87	Mobility Management Program $150,000		2A
4371151	Glover Lane (SRC)	US 90	Berryhill Road			2B
4371151	West Spencer Field Road (SRC)	US 90	Berryhill Road			2C
4371151	Chumuckla Highway/ US 90 (SRC)	Intersection Improvements				2D
N/A	(ESC)	TBD	TBD			2E
4318834 &4318835	US 90 &US 98 (SRC)			Mobility Management Projects $1,500,000 (Recommend Design be funded two years prior to the $1,500,000 in Construction)		3A
4318836	US 90 &US 98 (SRC)					3B
N/A	West Cervantes Street(ESC)	North A Street	Dominguez Street			3C
4409041	Main Street (ESC)	Barrancas Avenue	Clubbs Street			3D
4318837	Fairfield Drive (ESC)	US 90 (Mobile Highway)	Lillian Highway			3E
4217331	Public Transportation Capital Improvements Flex Funds[2]			$300,000		4

[1] *Regional ITS Plan projects are listed in Appendix A.*

[2] *See Project 421733-1 in Table 16 on page 28.*

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Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
4389081	SR 292 (Perdido Key Drive) (ESC)	Park Entrance	Gongora	Bicycle Pedestrian Projects $350,000[2]		5
4409041	W. Main Street (ESC)	Barrancas Avenue	Clubbs Street	Complete Streets Program $250,000		6A
N/A	US 90 (SRC)	Willing Street	Stewart Street			6B
N/A	West Cervantes Street (ESC)	North A Street	Dominguez Street			6C
4389081	SR 292 Perdido Key Drive (ESC)	Park Entrance	Gongora	Regional Trail Program $250,000		7A
N/A	University of West Florida's Scenic Bluff's Corridor Connection on University of West Florida Campus and along Ten Mile Road/Greenbrier Road (ESC)					7B
NA	Safety Education Program	$300,000 once every five years				8
NA	Compress Natural Gas (CNG) Program	$300,000 once every five years				9
2186055	Nine Mile Road (ESC)	Mobile Highway	Beulah Road	Widen to 4 lanes	PD&E – Complete Design – Underway ROW – Funded FY 19/20 and FY 20/21 Construction[1]	10
2184291	Burgess Road (ESC)	US 29	Hilburn Road	Widen to 4 lanes	PD&E – Complete Design – Complete ROW – Funded FY 17/18 with Local and State funds and FY 20/21 with State funds Construction[1]	11
2204401	US 98 (SRC)	Bayshore Drive	Portside Drive	Widen to 6 lanes	PD&E – Complete Design – Complete ROW – Underway Construction[1]	12

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

[2] Starting in FY 21/22 funds go to Santa Rosa County for five years.

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Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
NA	US 29 Connector (ESC)[2]	Nine Mile Road	US 29	New 4 lane facility	PD&E – Underway Design – Cost Feasible with Local funds[1] ROW – Cost Feasible with Local funds[1] Construction	13
	FDOT is currently administering a PD&E Study for a new interchange at 1-10 in the Beulah Road area. As this study progresses, it is the Department's intent to consider adding the Beulah area interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add the US 29 Connector to the SIS, phases beyond the PD&E phase would be eligible for SIS funds					
4409151	US 90 (SRC)	Glover Lane / Old Highway 90	SR 87N Stewart Street	Widen to 6 lanes	PD&E – Underway Design – Funded FY17/18 ROW[1] Construction	14
4409152	US 90 (SRC)	SR 87N Stewart Street	CR 89 / Ward Basin Road	Widen to 4 lanes	PD&E – Underway Design – Funded FY22/23 ROW[1] Construction	15
4409153	US 90 (SRC)	CR 89 / Ward Basin Road	SR 87S	Widen to 4 lanes	PD&E – Underway Design – Funded FY18/19 and FY 19/20 ROW[1] Construction	16
2204363	US 90 (SRC)	Escambia County Line	Glover Lane / Old Highway 90	Widen to 6 lanes	PD&E – Underway Design[1] ROW Construction.	17
N/A	Pine Forest Road (ESC)	I-10	Nine Mile Road	Widen to 4 lanes	PD&E[1] Design[1] ROW[1] Construction[1]	18

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*
[2]*The PD&E Study for the Beulah Road Interchange is funded under project #4331131with state and federal SIS funds.*

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Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
2184932	Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 lanes	PD&E – Funded FY17/18 and FY18/19 Design[1] ROW[1] Construction[1]	19
2184933	Sorrento Road/Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 lanes	PD&E – Funded FY17/18 and FY18/19 Design[1] ROW[1] Construction	20
NA	Bayfront Parkway (PNS)	Tarragona Street	Chase Street	2 Lane Improvement	PD&E[1] Design[1] ROW – Not Required Construction[1]	21
NA	Main Street (PNS)[3]	Barrancas Avenue	Clubbs Street	2 Lane Improvement	PD&E[1] Design[1] ROW – Not Required Construction[1]	22
NA	Express Bus Service (ESC/SRC)	Milton	Beulah	New Bus Route Capital Purchase	n/a	23
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US 98	Widen to 4 lanes	PD&E – Complete Design – Underway ROW – Funded in FY 20/21 with local funds Construction – Cost Feasible with local funds[1]	24
4210141 4210143	Pinestead-Longleaf Connector (ESC)[2]	Pine Forest Road	US 29	Widen to 4 lanes	PD&E – Complete Design – Underway ROW[1] Construction	25

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

[2] Project on-hold by FDOT pending feedback from Escambia County on how they want the funds spent. Escambia County has 60 percent Design Funds spent from Pine Forest Road to Kemp.

[3]Project also included under Priority 6A for Complete Streets.

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Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
2186202	Langley Avenue/Tippin Avenue/9th Avenue (ESC)	Major Intersection Improvement			PD&E – Complete Design is at 30% and on hold pending future funding ROW Construction	26
4210112	Sorrento Road (ESC)	Gulf Beach Highway/Innerarity Point Road	Blue Angel Parkway	Widen to 4 Lanes	PD&E – On Hold[2] Design[1] ROW Construction	27
2204362	US 90 (ESC)	Scenic Highway	Santa Rosa County Line	Widen to 6 lanes	PD&E – Underway Design[1] ROW Construction	28
2204265	US 98 (SR 30) (SRC)	East of Ortega Street	Okaloosa County Line	Widen to 6 lanes	PD&E – Underway Design – Funded FY 21/22 ROW Construction	29
2204266	US 98 (SR 30) (SRC)	East of Ramble Lane	East of Ortega Street	Widen to 6 lanes	PD&E – Underway Design[1] ROW Construction	30
4210111	SR 292 Perdido Key Drive (ESC)	Alabama State Line	Gulf Beach Highway/ Innerarity Point Road	Provide multimodal Improvement	PD&E – Complete Design ROW Construction	31
NA	US98 (SR30) (SRC)	At SR 399		Major Intersection Improvement	PD&E[1] Design[1] ROW Construction	32

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*

[2]*To complete the PD&E additional funds would need to be programmed. This phase will stay on hold until Escambia County and TPO advise FDOT that they would like FDOT to proceed with finishing the PD&E.*

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Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
2204263	US98 (SR30) (SRC)	Portside Drive	Bergren Road	Widen to 6 Lanes	PD&E – Underway Design – Funded FY22/23 ROW Construction	33
2204264	US98 (SR30) (SRC)	Bergren Road	East of Ramble Lane	Widen to 6 Lanes	PD&E – Underway Design[1] ROW Construction	34
NA	Express Bus - Northwest (ESC/SRC)	Pensacola	Beulah	New Bus Route Capital Purchase	NA	35
NA	Mobile Highway (ESC)	Nine Mile Road (US 90A	Godwin Lane	Widen to 4 Lanes	PD&E[1] Design[1] ROW Construction	36
4369021	Navarre Community Access Road (SRC)[2]	Edgewood Drive	Whispering Pines Road	Construct 2 lane Connectivity	PD&E[1] Design[1] ROW Construction	37
NA	Fairfield Drive (ESC)	Mobile Highway	Lillian Highway	Widen to 4 Lanes	PD&E[1] Design[1] ROW Construction	38
NA	Berryhill Road (SRC)	Woodbine Road	West Spencer Field Road	Widen to 3 Lanes	PD&E[1] Design[1] ROW Construction	39

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

[2]Santa Rosa County is in the process of completing a Feasibility Study for this project.

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Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
NA	Woodbine Road (SRC)	US 90	Berryhill Road	Widen to 4 Lanes	PD&E[1]	40
					Design[1]	
					ROW	
					Construction	
NA	East Bay Boulevard (SRC)	SR 87	Edgewood Drive	Enhanced 2 lane facility	PD&E[1]	41
					Design[1]	
					ROW	
					Construction	
NA	Nine Mile Road (ESC)	Vicinity of Beulah Road	East of I-10	Corridor Improvements	PD&E[1]	42
					Design[1]	
					ROW	
					Construction	

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

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Table 3: FY 20 - 24 Committed Strategic Intermodal System (SIS) Project Priorities – Florida
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2204424	SR 87 (SRC)	Eglin AFB Boundary	2 miles south of the Yellow River	PD&E Study – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
4130623	I-10 (ESC)	Escambia Bay Bridge	Avalon Boulevard	PD&E – Complete	Widen to 6 Lanes
				Design – Complete	
				ROW – Not Required	
				Construction – Underway	
2186031	US 29 (ESC)	I-10	9 1/2 Mile Road	PD&E – Complete	Widen to 6 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2204427	SR 87 (SRC)	2 miles south of the Yellow River	CR 184	PD&E – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2224762	I-10 (ESC)	at US 29 (SR 95) Phase I		PD&E – Complete	Modify Interchange
				Design – Complete	
				ROW not Required	
				Construction – Underway	

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Table 4: FY 20 - 24 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 20-24 Priority Ranking
2224761	I-10 (ESC)	at US 29 (SR 95)		PD&E – Complete Design – Underway ROW – Funded FY 20/21, FY 21/22, FY 22/23 Construction – Funded in FY 22/23	Interchange	1
4331131	Beulah Interchange (ESC)	at I-10 (SR 8)		PD&E– Underway Design –Funded in FY 17/18 ROW Construction	New Interchange	2
NA	I-10 (ESC)[2]	at Nine Mile Road		PD&E Design ROW Construction	Safety/Operation Improvement West Bound Nine Mile Road	3A
4379051	I-10 (ESC)	Alabama Line	West of SR 95 (US 29)	PD&E – Underway Design[1] ROW[1] Construction[1]	Widen to 6 Lanes	3B
NA	US 29 Connector (ESC)	Nine Mile Road	US 29	PD&E – Underway Design[1]	New 4 lane facility	4
	FDOT is currently administering a PD&E Study for a new interchange at 1-10 in the Beulah area. As this study progresses, it is the Department's intent to consider adding the Beulah area interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add the US 29 Connector to the SIS, phases beyond the PD&E phase would be eligible for SIS funds			ROW Construction		
4167482	SR 87 North (SRC)	CR 87A (Langley Street)	Neal Kennington Road[3]	PD&E – Complete Design – Complete ROW Construction	Widen to 4 lanes	5

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*
[2]*Wiill be funded under a supplemental to 2186057 Nine Mile Road Widening from I-10 to Pine Forest Road.*
[3]*The portion from Neal Kennington Road to Coldwater Church Road is outside the TPO Boundary.*

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Table 4: FY 20 - 24 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 20-24 Priority Ranking
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US 98	PD&E – Complete Design – Underway ROW Funded in FY 20/21 Construction	Widen to 4 lanes	6
4167488 4167489	SR 87 Connector (SRC)	SR 87 South	SR 87 North	PD&E – Complete Design – Funded FY 18/19 ROW Construction	Widen to 4 lanes	7
NA	Blue Angel Parkway (ESC)	US 98	Saufley Field Road	PD&E – Complete Design[1] ROW Construction	Widen to 4 lanes	8
2204265	US 98 (SR 30) (SRC)	East of Ortega Street	Okaloosa County Line	PD&E – Underway Design – Funded FY 21/22 ROW Construction	Widen to 6 lanes	9
2204266	US 98 (SR 30) (SRC)	East of Ramble Lane	East of Ortega Street	PD&E – Underway Design[1] ROW Construction	Widen to 6 lanes	10
NA	US 98 (SR 30) (ESC)	Florida-Alabama State Line	Blue Angel Parkway	PD&E[1] Design[1] ROW Construction	Widen to 4 lanes	11
NA	US 98 (SR 30) (SRC)	At SR 399		PD&E[1] Design[1] ROW Construction	Major Intersection Improvement	12

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

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Table 4: FY 20 - 24 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 20-24 Priority Ranking
2204263	US 98 (SR 30) (SRC)	Portside Drive	Bergren Road	PD&E – Underway Design – Funded FY 22/23 ROW Construction	Widen to 6 lanes	13
2204264	US 98 (SR 30) (SRC)	Bergren Road	East of Ramble Lane	PD&E – Underway Design[1] ROW Construction	Widen to 6 lanes	14
NA	I-10 (ESC)	US 29	Davis Highway	PD&E[1] Design[1] ROW Construction	Widen to 8 lanes	15

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*

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Table 5: FY 20 - 24 Capacity Project Priorities – Alabama

ALDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 20-24 Priority Ranking
100066601 100040566 100040567 100040568	SR 180 (Canal Road)[1]	SR 59	Foley Beach Expressway	Design – Underway ROW– Funded FY 18/19 Utilities – Funded FY 19/20 Construction – Funded in FY 20/21	Widen to 5 lanes	1
100066422 100040588 100040589	SR 180 (Canal Road)[1]	Foley Beach Expressway	SR 161 (Orange Beach Boulevard)	Design –Underway Utilities – Funded FY 18/19 Construction – Funded in FY 21/22	Widen to 5 lanes	2

[1]*British Petroleum funds were used as a funding source for these projects.*

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Table 6: FY 20 - 24 Committed Transportation Systems Management (TSM) Project Priorities Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Construction Scheduled	Project Description/Limits	Improvement
4367191 (ESC)	FY 17/18	SR 295 (New Warrington Rd) @ CR 298A (Jackson Street)	Construct Northbound right turn lane and Southbound right turn lane on SR 295; Redesign the existing northbound and southbound left-turn lanes on SR 295; and extend eastbound and westbound left-turn lanes on W. Jackson to provide at least 150 feet of storage
4367241 (ESC)	FY 17/18	SR 10A (US 90) Mobile Highway @ CR 99 (Beulah Road)	Construct turn lane and Traffic Signal Cross Drain improvements on Mobile Highway
4381501 (ESC)	FY 17/18	Escambia County Video Camera Vehicle Detection	Installation of Video Detection Equipment at a total of nine intersections on SR 10A (Nine Mile Road), SR 295 (New Warrington Road), and SR 95 (US 29)
4367201 (ESC)	FY 18/19	SR 292 (Gulf Beach Highway) @ SR 727 (Fairfield Drive)	Construct Westbound right turn lane channelized and Southbound left turn lane with 100 feet of storage, signalization upgrade
4406581 (ESC)	FY 19/20	SR 292 (Gulf Beach Highway) @ Patton Drive SR 292 (Gulf Beach Highway) @ Sunset Avenue	1 - Signalize Patton Drive and Sunset Avenue 2 - Access management to intersection turn lanes 3 - Widen road to facilitate turn lane improvements
4417381 (ESC)	FY 19/20	SR 10 (US 90) Nine Mile Road from N. Palafox Street to Chemstrand Road	Upgrade Traffic Signals, Modify Medians, Remove Acceleration Tapers, and left turn lanes at Unsignalized Intersections.
4399641	FY 20/21	SR 292 (Sorrento Road) @ CR 292A (Innerarity Point Road)	1 – Construct Southbound Right Turn Lane 2 – Construct Westbound Right Turn Lane 3 – Extend Eastbound Left Turn Lane

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Table 7: FY 20 - 24 Transportation Systems Management (TSM) Project Priorities

FDOT Item-Segment	FY 20-24 Priority Ranking	Major Street	Minor Street	Description	Estimated Costs
4418821	1	SR 292 (Sorrento Road) (ESC)	CR 293 (Bauer Road)	1 - Construct Eastbound Right Turn Lane 2 - Construct Northbound Right Turn Lane 3 - Extend Westbound Left Turn Lane 4 - Extend Westbound Right Turn Lane 5 - Reconfigure Signal Hardware	$804,274 for Construction $111,400 for ROW
N/A	2	SR 30 (US 98) (SRC)	Luneta Prado	1 - Access Management 2 - Additional Turn Lanes	$463,147 for Construction $100,000 for ROW
N/A	3	SR 10 (US 90)	Klondike Road	1 – Add Traffic Signal 2 – Add Turn Lanes	Estimate in Progress
N/A	4	SR 10 (US 90)	West Spencer Field Road	1 – Upgrade signals to mast arm configuration	$250,000 for Construction
N/A	5	State System wide		1 - Uninterrupted Power Supply Upgrades to Intersections	Estimate in Progress

Note: The TPO is actively seeking additional projects for the TSM project priority list. These projects may come from existing and future corridor studies as well as requests from the TPO or the general public.

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Table 8: FY 20 - 24 Committed Transportation Alternatives Program (TAP) Project Priorities – Florida

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Description
4370851	Bauer Road (ESC)	Sorrento Rd	Gulf Beach Hwy	This project will install paved shoulders along both sides of Bauer Rd in Escambia County. The project length is approximately 1.29 miles and begins at Sorrento Rd (SR-292) and ends at Gulf Beach Hwy (CR-292A). This project will connect to existing paved shoulders on Gulf Beach Hwy and will terminate at the entrance to Big Lagoon State Park. Funded in FY 16/17.
4370872	Glover Lane	Hobbs Middle School	Hamilton Bridge Road	Project will install 2,800 feet of sidewalk on the west side of Glover Lane connecting Hobbs Middle School to Hamilton Bridge Road. Funded in FY 17/18.
4369851	King Middle School Sidewalks (SRC)	Stewart St	Dogwood Dr	Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a connector between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St. Funded in FY 17/18
4335752	Blackwater Heritage Trail Connector (SRC)	Blackwater Heritage Trail	Walker Street	Construction of sidewalk filling in gaps from Blackwater Heritage Trail east on June Street, south on Susan Street, and east on Walker Street. Funded in FY 17/18
4370871	Hamilton Bridge Road (SRC)	East Spencer Field Rd	Jim Dandy Lane	Design and construction of 5,500 feet of sidewalk on the north side of Hamilton Bridge Rd. from East Spencer Field to Crystal Creek subdivision. Funded in FY 18/19.
4407411	Tom King Bayou Pedestrian Bridge (SRC)	East Bayou Blvd CR 399		The East Bay Boulevard, CR 399 multi-use path is approximately 10 miles long stretching from US 98 on the southwest boundary to SR 87 on the northeast boundary. The Tom King Bayou Pedestrian Bridge is the last connection that will allow a safer interaction between the two sides for all disabled, elderly and youth populations. Construction funded in FY 20/21

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Table 9: FY 20 - 24 Transportation Alternatives Program (TAP) Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Project Name	From	To	Description
4381142	1	Old Bagdad Highway (SRC)	Avalon Boulevard on the west to the entrance of County Optimist Park	East Side of Parkmore Plaza Drive to Highway 90	Project will construct 4,470 ft of 5' ft sidewalk on the north side of Old Bagdad Highway from Avalon Boulevard on the west to the entrance of County Optimist Park on the east. A 5 ft sidewalk will also go from Old Bagdad Highway south along the east side of Parkmore Plaza Drive to Highway 90. Construction funded in FY 21/22.
4335772	2	Saufley Field Road (ESC)	Mobile Highway	Saufley Field Gate	Project will construct Sidewalks on both sides of Saufley Field Rd, CR-296. The project length is approximately 2.1 miles and begins at Mobile Hwy. SR-10A, and ends at the front gate of Naval Air Station Saufley Field. Construction Funded in FY 21/22
NA	3	Chemstrand Road #2 (ESC)	Cody Lane	Davis Highway	Install sidewalks along both sides of Chemstrand Rd (CR-749) in Escambia County. The project length is approximately 0.754 miles and begins at Cody Lane and ends at 1000' west of Davis Highway.
NA	4	Perdido Key Drive (ESC)	Perdido Key State Park Entrance	Gongora Drive	This project will provide for construction of a ten' wide multi-use path on the north side of Perdido Key Dr. (SR 292) along with 5' concrete sidewalks on the south side connecting heavily developed areas on Perdido Key. 3.86 miles
NA	5	Olive Road Phases I and II (ESC)	Old Palafox	Davis Highway	This project will install sidewalks on the north side of Olive Rd (CR-290) in Escambia County. The project length is approximately 2.18 miles and begins at Old Palafox and ends at Davis Hwy (SR-291). Escambia County has recently completed construction on Olive Rd which included resurfacing, miscellaneous drainage and water main upgrades. Sidewalks were not included in the project due to budget constraints.
NA	6	Chemstrand Road #1 (ESC)	Johnson Avenue	Nine Mile Road	This project will install sidewalks along Chemstrand Rd in Escambia County. The project length is approximately 1.0 miles and begins at Johnson Ave and ends at Nine Mile Rd (SR-10). This project will provide a connection to sidewalks on Johnson Ave.
NA	7	Panhandle Trail (SRC)	US 98	East River Drive	This project will install 5,350 ft bike trail lanes on Panhandle Trail

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Table 9: FY 20 - 24 Transportation Alternatives Program (TAP) Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Project Name	From	To	Description
NA	8	Dog Track Road (Esc)	Blue Angel Pkwy	SR 30 (US 98)	This project will install paved shoulders along both sides of Dog Track Rd (CR-297) in Escambia County.
NA	9	Stefani Road and Nine ½ Mile Road (ESC)	Pine Forest Road and Stefani Road	Stefani Road and Nine Mile Road	This project will install sidewalks on the east side of Stefani Rd between Nine Mile Rd and Nine & ½ Mile Rd (0.5 miles). Sidewalks are also proposed along the north side of Nine & ½ Mile Rd between Pine Forest Rd and Stefani Rd (0.75 miles).

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Table 10: FY 20 - 24 Committed Transportation Alternatives Program (TAP) Project Priorities – Alabama
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

ALDOT Item-Segment	Project Name	From	To	Description
NA	NA	NA		NA

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Table 11: FY 20 - 24 Transportation Alternatives Program (TAP) Project Priorities – Alabama

ALDDOT Item-Segment	FY 20-24 Priority Ranking	Project Name	From	To	Description
NA	1	Orange Beach Canal Road District Project (BAL)	SR 161	Foley Beach Express	Project will consist of two sections of new concrete sidewalk. Section One will construct 12,532 linear feet of concrete sidewalk along SR 180 and the West Florida Avenue right-of-way. Section Two will construct 1,223 linear feet of concrete sidewalk along the south side of SR 180 from West Florida Avenue to tie into an existing 6-foot wide concrete sidewalk.

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Table 12: FY 20 - 24 Committed Bicycle & Pedestrian Projects – Florida

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Road Name	From	To	Mode	Recommended Facility Type/Improvement
4389082	SR 292 Perdido Key Dr. (ESC)	Alabama State Line	West State Park Boundary	Bike/Ped	Sidewalks/Multi-Use Path

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Table 13: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
4389081	1	SR 292 Perdido Key Dr. (ESC)	Park Entrance	Gongora Drive	Bike/Ped	Sidewalks/Multi-Use Path
4257455	2	Old Corry Field Road (CR 295A) Navy Blvd Alt. Bike Route (ESC)	SR 292 Barrancas Avenue	SR 30 (N. Navy Blvd.)	Bike/Ped	1.217 miles of Paved Shoulders
2186302	3	US 98 (ESC)	New Warrington Road	Bayou Chico Bridge	Pedestrian	1.326 miles of Bicycle/Pedestrian Features
NA	4	Davis Highway (ESC)	Fairfield Drive	Schubert Drive	Bicycle	2.785 miles, Designated bike lane if possible or re-stripe for wide outside lane
NA	5	9th Avenue (ESC)	Creighton Road	Bayou Boulevard	Bicycle	2.041 miles, Designated bike lane if possible or re-stripe for wide outside lane
NA	6	9th Avenue (ESC)	Cervantes Street	Bayfront Parkway	Bicycle	0.858 miles Designated bike lane if possible or re-stripe for wide outside lane
NA	7	Sorrento Road/ Gulf Beach Highway (ESC)	CR 297	Patton Drive	Pedestrian	3.75 miles Sidewalks both sides
NA	8	Johnson Avenue (ESC)	US 29	Olive Road	Bike	6.135 miles Paved Shoulders
NA	9	Langley Avenue (ESC)	Scenic Heights Elementary School	Leesway Boulevard	Pedestrian	Medians and pedestrian crossing
NA	10	US 98 Gulf Islands National Seashore Eastbound alternative route (SRC)	3 Mile Bridge	Fairpoint Drive	Bicycle	2.07 miles Paved with shoulders and signage
			Fairpoint Drive	Sunset Drive		
			Sunset Drive	Shoreline Drive		
			Shoreline Drive	US 98		
NA	11	US 98 Gulf Islands National Seashore Westbound alternative route (SRC)	McClure	Joachim	Bicycle	0.931 miles Paved with shoulders and signage
			Joachim	Daniel		
			N. on Daniel / Kenilworth	Northcliff		
			Northcliff	US 98		
NA	12	Park Ave (SRC)	SR 89	Byrom Street	Pedestrian	.505 miles sidewalks north side
			Byrom Street	SR 87	Pedestrian	0.27 miles Sidewalks south side
			SR 87	Blackwater Heritage Trail	Pedestrian	.073 miles Sidewalks on both sides

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Table 13: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
N/A	13	Creighton Road SR 742 (ESC)	Plantation Road	Davis Highway	Bicycle	Restripe Candidate
NA	14	Garden/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Bicycle	Road Diet Candidate
NA	15	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Bicycle	Restripe Candidate
NA	16	E Street CR 443 (ESC)	Cross Street	Texar Drive	Bicycle	Restripe Candidate
NA	17	SR 95 (US 29) (ESC)	Pace Boulevard/SR 292	Brent Lane/SR 296	Bicycle	Restripe Candidate
NA	18	Saufley Field Road CR 296 (ESC)	Muldoon Road	Mobile Highway	Bicycle	Restripe Candidate
NA	19	Gulf Beach Highway SR 292 (ESC)	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Bicycle	Restripe Candidate
NA	20	9th Avenue (SR 289) (ESC)	Bayou Boulevard/SR 296	Langley Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	21	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Pedestrian	Add Sidewalk (Minor Regrading)
NA	22	Fairfield Drive (SR 295) (ESC)	New Warrington Road	"W" Street/CR 453	Pedestrian	Add Sidewalk (Minor Regrading)
NA	23	Scenic Highway SR 10A(US 90) (ESC)	Strong Street	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	24	SR 10 (US 90) (SRC)	SR 281/Avalon Boulevard	SR 87/Stewart Street	Bicycle	Restripe Candidate
NA	25	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	26	Garden Street/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	27	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	28	Chase Street/1 Way EB (Bus US 98) (ESC)	North Palafox Street	9th Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	29	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Bicycle	Add Paved Shoulders - Major
NA	30	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Bicycle	Add Paved Shoulders - Minor
NA	31	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	32	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Bicycle	DCSN
NA	33	Fairfield Drive (SR 727) (ESC)	Bruce St	Mobile Highway/US 90	Bicycle	Add Paved Shoulders – Minor

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Table 13: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
NA	34	17th Avenue (ESC)	S of RR Tracks	Cervantes Street/US 90	Bicycle	DCSN
NA	35	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Bicycle	Add Paved Shoulders - Major
NA	36	Navy Boulevard (SR 295) (ESC)	Bayou Grande Bridge NE	SR 292/Barrancas Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	37	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	38	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Bicycle	Add Paved Shoulders - Minor
NA	39	Davis Highway (SR 291) (ESC)	University Parkway	Nine Mile Road/US 90A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	40	Lillian Highway (SR 298) (ESC)	Blue Angel Parkway/SR 173	Fairfield Drive/SR 727	Bicycle	Add Paved Shoulders - Major
NA	41	9th Avenue (SR 289) (ESC)	Dunmire Street	Beau Terra Lane	Bicycle	DCSN
NA	42	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	43	Fairfield Drive (SR 727) (ESC)	Bruce Street	Mobile Highway/US 90	Pedestrian	Add Sidewalk (Minor Regrading)
NA	44	Saufley Field Road (CR 296) (ESC)	Blue Angel Parkway	Muldoon Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	45	Oriole Beach Road (SRC)	Palm Rd	US 98	Bicycle	DCSN
NA	46	Scenic Highway SR 10A(US 90) (ESC)	I-10/SR 8	Baybrook Drive	Pedestrian	Add Sidewalk (Major Regrading)
NA	47	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	48	Sorrento Road (SR 292) (ESC)	Gulf Beach Highway	Doug Ford Drive	Bicycle	Add Paved Shoulders - Major
NA	49	Main Street (ESC)	Baylen Street	Tarragona Street	Bicycle	DCSN
NA	50	E Street (CR 443) (ESC)	Yonge Street	Cross Street	Bicycle	DCSN
NA	51	Fairfield Drive (SR 295) (ESC)	Davis Highway	SR 289/9th Avenue	Bicycle	DCSN
NA	52	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Pedestrian	Add Sidewalk (Major Regrading)
NA	53	Gregory Street/1 Way WB (US 98) (ESC)	9th Street	Bayfront Parkway/Chase Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	54	Olive Road (SR 290) (ESC)	9th Avenue/SR 289	Scenic Highway/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	55	Navy Boulevard (SR 295) (ESC)	US 98	SR 295/New Warrington Road	Bicycle	DCSN
NA	56	W Street (CR 453) (ESC)	Cervantes Street	Fairfield Drive	Pedestrian	Add Sidewalk (Minor Regrading)

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Table 13: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
NA	57	Bauer Road (CR 293) (ESC)	Sorrento Road	Meadson Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	58	New Warrington Road (SR 295) (ESC)	US 98/Navy Boulevard	Martha Lane	Bicycle	Add Paved Shoulders - Minor
NA	59	Mobile Highway SR 10A (US 90) (ESC)	Bellview Avenue	Pine Forest Road/CR 297	Pedestrian	Add Sidewalk (Major Regrading)
NA	60	Sorrento Rd /Gulf Beach Hwy SR 292 (ESC)	Blue Angel Parkway/SR 173	Dog Track Road	Bicycle	Add Paved Shoulders - Major
NA	61	SR 30 (US 98) (SRC)	Fairpoint Drive	Bay Bridge Drive	Bicycle	DCSN
NA	62	Main Street (ESC)	"A" Street	Baylen Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	63	Bayou Boulevard & Perry Avenue (ESC)	Cervantes Street/US 90	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	64	New Warrington Spur (SR 295) (ESC)	Martha Lane	Mobile Highway Interchange	Pedestrian	Add Sidewalk (Minor Regrading)
NA	65	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	66	SR 95 (US 29) (ESC)	Tree Street	Morris Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	67	Olive Road (SR 290) (ESC)	Davis Highway/SR 291	Kipling Street	Pedestrian	Add Sidewalk (Major Regrading)
NA	68	Mobile Highway SR 10A (US 90) (ESC)	Massachusetts Avenue	Saufley Field Road/CR 296	Pedestrian	Add Sidewalk (Major Regrading)
NA	69	Jackson Street(CR 298A) (ESC)	Pace Boulevard	"A" Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	70	Pensacola Beach Boulevard CR 399 (ESC)	North end of Bob Sikes Bridge	Via de Luna Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	71	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Pedestrian	Add Sidewalk (Major Regrading)
NA	72	E Burgess Road (SR 742) (ESC)	Confederate Drive	Creighton Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	73	Davis Highway (SR 291) (ESC)	Brent Lane/SR 296	Burgess Road/SR 742	Pedestrian	Add Sidewalk (Minor Regrading)
NA	74	Fairfield Drive (SR 727) (ESC)	65th Avenue	Bruce Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	75	E Burgess Road (SR 742) (ESC)	Sanders Street	Lanier Drive	Pedestrian	Add Sidewalk (Major Regrading)

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Table 14: FY 20 - 24 Committed Bicycle & Pedestrian Project Priorities – Alabama

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

ALDOT Item-Segment	Road Name	From	To	Mode	Recommended Facility Type/Improvement
100060029	SR 42 (Alabama US 98) (BAL)	Barclay Avenue	Alabama State Line	Bicycle	Add Paved Shoulders – Major Funded FY 18/19

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Table 15: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Alabama

ALDOT Item Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
100063403 100063404	1	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Bicycle	Add Paved Shoulders (Major Regrading)
100063634 100063640	2	CR 99 (BAL)	CR 91	Carrier Drive	Bicycle	Add Paved Shoulders (Major Regrading)
100063635 100063641	3	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Bicycle	Add Paved Shoulders – Major
100068456	4	SR 42 Alabama US 98 (BAL)	Barclay Avenue	Alabama State Line	Pedestrian	Add Sidewalk (Major Regrading)
N/A	5	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Pedestrian	Add Sidewalk (Major Regrading)
N/A	6	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Bicycle	Add Paved Shoulders – Major
N/A	7	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Pedestrian	Add Sidewalk (Major Regrading)
N/A	8	CR 91 (BAL)	CR 99	US 98	Pedestrian	Add Sidewalk (Major Regrading)
N/A	9	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Pedestrian	Add Sidewalk (Major Regrading)
N/A	10	CR 99 (BAL)	CR 91	Carrier Drive	Pedestrian	Add Sidewalk (Major Regrading)

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Table 16: FY 20 - 24 Escambia County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023	Proposed FY 24 2023-2024
NA	TD – Escambia Trip & Equip Local Funds	90% 10%	Provide non sponsored trips and/or capital equipment to the trans disadv	666,815 74,091	666,815 74,091	666,815 74,091	666,815 74,091	666,815 74,091
NA	TD – Escambia Planning	100%	Planning agency duties for trans disadv planning related service	25,275	25,275	25,275	25,275	25,275
421717	FTA 5305 State Local Funds	80% 10% 10%	FL-AL TPO Planning grant funds	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148
429262-1	FTA 5307 Toll Revenue Credit	80% 20%	Capital – prev. maint, replacement vehicles, expansion vehicles, signage, shelters, transit centers, misc. equip, security and training	2,200,000 550,000	2,200,000 550,000	2,200,000 550,00	2,200,000 550,000	2,200,000 550,000
421733-1[1]	FTA 5307 FLEX Toll Revenue Credit	80% 20%	Capital – prev. maint, replacement vehicles, expansion vehicles, signage, shelters, transit centers, misc. equip, security and training	300,000 75,000	300,000 75,000	300,000 75,000	300,000 75,000	300,000 75,000
430995-3	FTA 5307 Local Funds	50% 50%	Operating Assistance (Operating costs for equipment and facilities & JARC Projects)	2,000,000 2,000,000	2,000,000 2,000,000	1,000,000 1,000,000	1,000,000 1,000,000	1,000,000 1,000,000

[1]*Federal funds of $300,000 correspond to the Non-SIS Priority 4 in Table 2.*

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Table 16: FY 20 - 24 Escambia County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023	Proposed FY 24 2023-2024
430995-4	FTA 5339 Toll Revenue Credit	80% 20%	Capital – bus and bus related facilities	300,084 75,021	300,084 75,021	300,084 75,021	300,084 75,021	300,084 75,021
430995-2	FTA 5310 State Local Funds	80% 10% 10%	Capital – Enhanced Mobility of Seniors and Individuals with Disabilities	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750
430995-2	FTA 5310 Local Funds	50% 50%	Operating – Enhanced Mobility of Seniors and Individuals with Disabilities	350,000 350,000	350,000 350,000	350,000 350,000	350,000 350,000	350,000 350,000
422257-1	FDOT Block Grant Local Funds	50% 50%	Operating Assistance – Block Grant	982,815 982,815	1,031,955 1,031,955	1,083,553 1,083,553	1,137,731 1,137,731	1,194,618 1,194,618
NA	FDOT 5311 State Local Funds	80% 10% 10%	Capital – Rural Assistance	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245
421368-2	FDOT 5311 Local Funds	50% 50%	Operating – Rural Assistance	230,000 230,000	230,000 230,000	230,000 230,000	230,000 230,000	230,000 230,000
422260-1	FDOT	100%	Urban Corridor	447,081	450,000	445,290	458,649	458,649

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Table 17: FY 20 - 24 Santa Rosa County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023	Proposed FY 24 2023-2024
NA	TD – Santa Rosa T&E Local Funds	90% 10%	Provide non sponsored trips and/or capital equipment to the trans disadv	395,107 43,901	395,107 43,901	395,107 43,901	395,107 43,901	395,107 43,901
NA	TD – Santa Rosa Planning	100%	For planning agency to provide trans disadv planning related service	22,177	22,177	22,177	22,177	22,177
421371-3	FTA 5310 State Local Funds	80% 10% 10%	Capital – Enhanced Mobility of Seniors and Individuals with Disabilities	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750
421371-4	FDOT 5311 Local Funds	50% 50%	Operating – Rural Assistance	130,000 130,000	130,000 130,000	130,000 130,000	130,000 130,000	130,000 130,000

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Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2020

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357176	Construct Hangar Improvements	7,500,000	7,500,000		15,000,000
2	TBA	Customs and Border Patrol General Aviation Facility - Construction	250,000		2,250,000	2,500,000
3	TBA	Taxiway A Rehabilitation - Design	2,500		22,500	25,000
4	TBA	Taxiway B Rehabilitation - Design	2,500		22,500	25,000
5	4296095	Runway 17/35 Extension – Environmental Assessment	750,000			750,000
6	4357173	GPS Approach Runway 17/35 Extension	50,000	50,000	900,000	1.000,000
		FY 20 Total	8,555,000	7,550,000	3,195.000	19,300,000

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Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2021

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357175	Relocate Helicopter Operations	84,600	84,600	1,530,000	1,699,200
2	TBA	Taxiway A Rehabilitation Phase I – Construction	236,900		2,132,100	2,369,000
3	TBA	Taxiway B Rehabilitation Phase II - Construction	236,100		2,124,900	2,361,000
4	4074361	Airfield Lighting (LED) Rehabilitation - Design	15,000		135,000	150,000
5	TBA	Rehabilitate SW Apron - Design	200,000			200,000
		FY 21 Total	772,600	84,600	5,922,000	6,779,200

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Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2022

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Rehabilitate SW Apron - Construction	125,000	125,000	2,250,000	2,500,000
2	TBA	Industrial Apron - Design	30,000		270,000	300,000
3	TBA	Airfield Lighting (LED) Rehabilitation - Construction	155,500		1,399,500	1,555,000
4	TBA	GA Ramp Expansion - Design	30,000		570,000	600,000
5	4357177	Runway 8/26 Pavement Rehabilitation – Design/Bid	650,000	650,000	11,700,000	13,000,000
		FY 22 Total	990,500	775,000	16,189,500	17,955,000

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Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2023

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Runway 17/35 Extension – Design	750,000	750,000		1,500,000
2	4203006	Taxiway C Rehabilitation - Design	2,500		22,500	25,000
3	4203006	Taxiway D Rehabilitation - Design	2,500		22,500	25.000
3	4203005	Industrial Apron - Construction	500,000	500,000	9,000,000	10,000,000
4	4203004	GA Ramp Expansion - Design	150,000	150,000	2,700,000	3,000,000
		FY 23 Total	1,405,000	1,400,000	11,745,000	14,550,000

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Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2024

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Taxiway C Rehabilitation - Construction	25,000	25,000		50,000
2	TBA	Taxiway D Rehabilitation - Construction	25,000	25,000		50,000
3	TBA	Industrial Apron - Construction	500,000	500,000	9,000,000	10,000,000
4	TBA	GA Ramp Expansion - Construction	150,000	150,000	2,700,000	3,000,000
		FY 24 Total	700,000	700,000	11,700.000	13,100,000

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Table 19: FY 20 - 24 Peter Prince Airport Aviation Project Priorities

2020

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	4256336	Construct T Hangar (10 units) & apron	150,000	600,000		750,000
2	TBA	Rehabilitate/Replace Airfield Signage	2,500	2,500	45,000	50,000

2021

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	4256337	Rehabilitation / Widening of Existing East Taxiways	55,000	55,000	990,000	1,100,000
2	TBA	Renovate Existing FBO facilities on West Apron	15,000	15,000	270,000	300,000

2022

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	4222943	Rehabilitation and Widening of Existing West Taxiway	91,855	91,855	1,653,390	1,837,100

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Table 19: FY 20 - 24 Peter Prince Airport Aviation Project Priorities

2023

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	4159313	Replace/Upgrade Airport Security Perimeter Fence	30,000	120,000		150,000
2	4159314	Replace/Upgrade Runway/Taxiway lighting	40,000	160,000		200,000

2024

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct T Hangar (10 units) & apron e	150,000	600,000		750,000

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Table 20: FY 20 - 24 Port of Pensacola Seaport Project Priorities

2020

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 6 Rehabilitation - Construction Phases II	2,200,000	1,000,000		3,200,000

2021

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Dredging of Berths 1, 2, 3, 5, 6	500,000	250,000		750,000
2	Rail Line and Switch Replacement	250,000	250,000		500,000

FSTED = Florida Seaport Transportation Economic Development Council
TBD=To Be Determined
Please note the city share is estimated. Exact Cost to be determined.

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Table 20: FY 20 - 24 Port of Pensacola Seaport Project Priorities

2022

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 6 Rehabilitation - Construction Phase III	3,750,000	1,250,000		5,000,000
2	Berth 5 Condition Assessment	250,000	62,500		312,500
3	Rail Line and Switch Replacement		TBD	500,000	500,000

2023

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 5 Rehabilitation - Design Phase		TBD	TBD	TBD

2024

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 5 Rehabilitation – Construction Phase		TBD	TBD	TBD

FSTED = Florida Seaport Transportation Economic Development Council
TBD=To Be Determined
Please note the city share is estimated. Exact Cost to be determined

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Table 21: FY 20 - 24 Bridge Replacement Project Priorities – Florida
Not Subject to Priority Ranking

Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement
US98 (SR 30) Phillip D. Beall Sr. Bridge (ESC/SRC)	Pensacola	Gulf Breeze	PD&E Study – Complete Design – Underway ROW – Complete Construction – Underway	Replacement of existing bridge with a 6 lane facility
Quintette Road Bridge	Escambia County Side Landfall	Santa Rosa County Side Landfall	PD&E – Not Complete Design – Not Complete ROW – Not Complete Construction – Not Complete	Replacement of existing bridge over Escambia River

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Table 22: FY 20 - 24 Bridge Project Priorities – Alabama
Not Subject to Priority Ranking

Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement
Gulf Coast Intracoastal Waterway Bridge	SR 180 (Canal Road)	Foley Beach Express	PD&E Study – Complete Design – Underway ROW – FY 17/18 Construction – FY 18/19	Construction of new 2-lane bridge with Right of way for 4 lanes
Wolf Bay Bridge and Connecting Roads	SR 180 (Canal Road)	CR 20	PD&E – Underway Design – FY 18/19 ROW – FY 19/20 Construction – FY 20/21	Construction of new 2 lane bridge and connecting roads

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Table 23: FY 20 - 24 Congestion Mitigation and Air Quality (CMAQ) Project Priorities

FDOT Item-Segment	FY 20-24 Priority Ranking	Description	Estimated Costs
NA	1	**Northwest Florida Clean Cities Coalition** Support staffing of the coalition by the TPO, development of a 5 year Implementation Plan and application for designation as a Clean Cities Coalition by the U.S. Dept. of Energy.	$50,000
NA	2	**TPO Alternatives Fuel Initiative** This initiative provides for the conversion of fleets within the TPO region to alternative fuels (CNG, biofuel, electric, etc.) as well as the provision of fuel delivery infrastructure.	$200,000
NA	3	**TPO Commuter Services Program** Funds support administration of the Program by the TPO, software maintenance, outreach and other promotional efforts.	$75,000

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Appendix A – Regional Intelligent Transportation System (ITS) Plan Projects

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The Technology Review Technical Memorandum described each technology category in detail, along with relevant industry standards and market-ready examples for potential use.

6.2.4 Alternatives Analysis

Starting from user needs and existing conditions, three alternative system concepts were developed and presented as part of the Alternatives Analysis Technical Memorandum. The alternatives analysis included research into the advantages and disadvantages of various communications methods. In summary, it included analysis of the following communication design strategies:

1. Establishing a regional wide area network for the ATMS using wireless technology exclusively.
2. Establishing a regional wide area network for the ATMS using primarily fiber optic technology, with use of wireless where appropriate, such as connecting isolated signals or remote corridors in the interest of cost savings.

The analysis concluded that using a WAN using primarily fiber optic interconnect is the best option for the proposed ATMS at this time. Currently, cellular modems and routers are used in transportation systems, but typically only when hardline connections are unavailable, reliability and capacity is not critical, or rapid temporary deployment of equipment is desired. Agency-owned WANs using enterprise and industrial Ethernet networking equipment and fiber optic interconnect remain the gold standard for reliability and capacity. Fiber optic networks are generally far superior to wireless systems, not only in reliability and capacity, but also for their immunity to solar flares, weather, and other environmental conditions that negatively affect wireless.

This plan also recognizes the significant advances made in recent years to improve the capacity and reliability of cellular services and other wireless technologies, which is expected to continue. Future designs should not discount the possibility of incorporating additional wireless technology as appropriate.

7 PROJECT IMPLEMENTATION

This plan recommends that the ATMS be realized following one of the two scenarios generally described below.

7.1 Scenario 1

Scenario 1 is a fallback plan that allows gradual system build-out under the assumption that only a conservative, static year-to-year funding level is available for limited improvements. Investments of less than $25M will only allow incremental system improvements and not fund a comprehensive regional ATMS construction project. However, the list of prioritized corridors in this plan, along with budget estimates, can guide the Regional Transportation Management

Team's prioritization of corridor-based projects in the event that the preferred full two-county region network deployment is not possible. Scenario 1 uses relatively small improvement projects and prioritizes corridors based on benefit to the traveling public. Each project phase would include full ATMS functionality and RTMC construction can be scheduled at a point where corridor-based expansion and the number of intersections managed clearly warrants additional space for expanded staff requirements.

Future design and construction under this scenario should be done in accordance with the ranked list of priority corridors, as captured in table 7-1, provided by signal system operators and maintaining agencies who are members of the TPO stakeholder group. If future adjustments are necessary in rankings or desired sequence of construction, the Regional Transportation Management Team should make those determinations.

Table 7-1: Order of Corridor-based Design and Construction

Rank	Corridor	From	To	Length (Mi)	AADT	Estimated Cost (Millions)	Estimated Construction Schedule (Months)	Notes
TIER 1 PRIORITY						**6.20**	**20-24**	
1	Gregory Street/ Pensacola Bay Bridge (US 98)/ Gulf Breeze Pkwy (US 98)/ Navarre Pkwy (US 98)	Palafox St (US 29)	Orion Parker Dr	28.0	37656	6.20	---	Connects at existing I-110 fiber
	Pensacola Beach Blvd (SR 399)/ Bob Sikes Bridge	Gulf Breeze Pkwy (US 98)	Fort Pickens Rd/Via Deluna Drive	2.2	25500	---	---	
	Stewart St (SR 87)	Navarre Pkwy (US 98)	East Bay Blvd/ CR 399/ Turkey Bluff Rd	2.1	9882	---	---	
TIER 2 PRIORITY						**7.00**	**24-30**	
2	Davis Hwy (SR 291)	Brent Lane (SR 296)	9 Mile Rd/ (US 90)/ SR 10A	4.5	32184	1.75	---	Connects at existing fiber on Brent lane
	9 Mile Rd/Davis Highway (Alt US 90)	Davis Hwy (SR 291)	Scenic Highway (US 90)	0.4	22447	---	---	
3	North Palafox Street/Pensacola Blvd (US 29) (SR95)	East Fairfield Drive (SR 295)	Morris Ave/ (CR 95A)	13.2	29733	2.29	---	Connects at existing fiber on Brent lane
4	US 90	Alt US 90 (SR 10A)	SR 87	17.1	27140	2.95	---	Connects at existing I-110 fiber
	SR 87	Caroline St (US 90)	Nichols Lake Rd	3.3	11609	---	---	
TIER 3 PRIORITY						**7.50**	**16-20**	
5	Palafox St/ US 29 (SR 95)	Main St (CR 196)	Texar Dr (SR 752)	2.7	9381	1.15	---	Connects at existing fiber on Fairfield
6		Sunset Ave		6.3	25914	3.38	---	

Rank	Corridor	From	To	Length (Mi)	AADT	Estimated Cost (Millions)	Estimated Construction Schedule (Months)	Notes
	Navy Blvd/New Warrington Blvd/Fairfield Dr (SR 295)		Texar Dr (SR 752)					
	9th Ave (SR 289)/ Creighton Road (SR 742)	Bayou Blvd (SR 296)	Scenic Hwy (US 90)	4.4	25000	---	---	Connects at existing fiber on Fairfield
	Jackson Street (CR 298A)	New Warrington Blvd (SR 295)	Old Corry Field Rd (CR 295A)	0.2	8478	---	---	
7	Cervantes Street/ Mobile Highway (US 90) (SR 10A)	Perry Avenue	Blue Angel Parkway (SR 173)	10.3	23357	3.00	---	Connects at existing fiber on I-110
	New Warrington Road (SR 295)	Lillian Highway (SR 298)	Cervantes Street (US 90)	0.4	--	--	--	
TIER 4 PRIORITY						**7.50**	**30-36**	
8	Pine Forest Road (SR 297)	Mobile Highway (US 90)	Interstate 10	3.3	26190	0.70	---	Connects at Project 7 and I-10
	Longleaf Drive	Pine Forest Road (SR 297)	Community Drive	0.5	18453	---	---	
9	9 Mile Road (US 90 Alt)	Beulah Road (CR 99)	Scenic Highway (US 90)	11.3	22447	1.96	---	Connects at Project 2, 5 and I-10 fiber
10	Saufley Field Drive (SR 296)/ Michigan Avenue/ Beverly Pkwy/ Brent Lane	Blue Angel Parkway (SR 173)	N Palafox Road (US 29)	5	22285	1.50	---	Connects at Project 7 and Brent lane fiber
11	Lillian Hwy (US 98)	Bauer Road (CR 293)	Navy Boulevard (SR 295)	7.5	18928	1.21	---	Connects at Project 6
	Bauer Rd (CR 293)	West Escambia County Sports Complex	Lillian Highway (US 98)	1	7700	---	---	
12	Sorrento Road/ Gulf Beach Highway/ Barrancas Avenue/ Pace Blvd (SR 292)	Gulf Beach Highway (CR 292A)	Herman Street	16.1	17161	2.09	---	Connects at Project 6 and 7
	Blue Angel Parkway (SR 173)	Gulf Beach Highway (CR 292A)	Dog Track Rd (CR 297)	3.2	10900	---	---	
TIER 5 PRIORITY						**6.75**	**22-28**	
13	Cervantes Street/ Scenic Highway (US 90)	Summit Boulevard	Olive Road (SR 290)	5.2	15654	0.81	---	Connects at Project 6
	Langley Ave	Spanish Trail Road	Scenic Highway (US 90)	0.5	12085	---	---	
	Summit Boulevard	Spanish Trail Rd	Scenic Highway (US 90)	0.8	5300	---	---	

Rank	Corridor	From	To	Length (Mi)	AADT	Estimated Cost (Millions)	Estimated Construction Schedule (Months)	Notes
14	Dogwood Drive (SR 89)	Caroline Street (US 90)	Stewart Street (SR 87)	3.6	15446	0.66	---	Connects at Project 4
15	Stewart Street (SR 87)	Caroline Street (US 90)	Dogwood Drive (SR 89)	3.4	11609	0.26	---	Connects at Project 4
	Munson Highway (SR191)	Stewart Street (SR 87)	Alabama St (CR 87A)	0.2	4400	--	--	
16	Chumuckla Highway (CR 197 Spur)	(US 90)	Woodbine Road (CR 197A)	3.4	10900	0.37	---	Connects at Project 4
	Norris Rd (CR 197B)	Chumuckla Highway (CR 197 Spur)	Spencer Field Rd	0.7	--	--	--	
17	Avalon Boulevard (SR 281)	(US 90)	Interstate 10	5	8894	0.84	---	Connects at Project 4
18	9th Avenue (SR 289)	Creighton Road (SR 742)	Olive Road (SR 289)	1.2	25000	0.44	---	Connects at Project 6
	Creighton Road (SR 742)	Tippin Avenue	9th Avenue (SR 289)	0.4	13937	---	---	
19	Airport Boulevard (SR 750)	Hancock Lane	9th avenue (SR 289)	1.6	22384	0.66	---	Connects at Project 2 and 6
20	University Parkway	Davis Highway (SR 291)	Campus Drive	2.3	21454	0.54	---	Connects at Project 2 and 9
	Campus Dr	University Parkway	Campus Drive	0.7	--	---	---	
21	Navy Boulevard/ Garden Street	Navy Boulevard/ New Warrington Drive (SR 295)	Wright Street	4.5	20052	1.29	---	Connects at Project 5, 6 and 12
	Old Corry Field Rd (CR 295A)	Navy Boulevard	Chiefs Way	0.1	--	---	---	
22	9th Aveneu (SR 289)	Cervantes Street (US 90)	Fairfield Drive (SR 295)	2.2	17677	0.88	---	Connects at Fairfield, Projects 1 and 7
	Blount Street	Dr Martin Luther King Jr Blvd (SR 291)	9th Avenue (SR 289)	0.3	--	---	---	
	Jordan Street	Dr Martin Luther King Jr Blvd (SR 291)	9th Avenue (SR 289)	0.3	--	---	---	
	Texar Drive (SR 752)	Dr Martin Luther King Jr Blvd (SR 291)	12th Avenue	0.5	--	---	---	
TIER 6 PRIORITY						**6.20**	**22-28**	
23	W Street (CR 453)	Jackson St (CR 298A)	Fairfield Dr (SR 295)	1.8	17588	0.43	---	Connects at Project 6 and 7
24	W Street (CR 453)	Massachusetts Avenue	Marcus Pointe Boulevard	1.9	17588	0.43	---	Connects at Project 6 and 10
	Marcus Pointe Boulevard	Enterprise Drive	W Street (CR 453)	0.5	---	---	---	

Rank	Corridor	From	To	Length (Mi)	AADT	Estimated Cost (Millions)	Estimated Construction Schedule (Months)	Notes
25	Fairfield Drive (SR 727)	Jackson Street (CR 298A)	New Warrington Road (SR 295)	4	17575	0.65	---	Connects at Project 6 and 7
26	Olive Road (SR 290)	Cody Lane	Davis Highway (SR 291)	1	15900	0.24	---	Connects at Project 2
27	Main Street	Barrancas Avenue (SR 292)	Palafox Street	1.4	14757	0.62	---	Connects at Project 5 and 12
	Barrancas Avenue	Pace Boulevard (SR 292)	Government Street	0.5	18300	---	---	
	Spring Street	Main Street	Government Street	0.1	4400	---	---	
	Government Street	Spring Street	Baylen Street	0.1	--	---	---	
28	Chemstrand Road (CR 749)	Ten Mile Road	Kingsfield Road (CR 186)	1.5	13800	0.33	---	Connects at Project 3
	Ten Mile Road	Pensacola Boulevard (US 29)	Chemstrand Road (CR 749)	1.2	--	---	---	
29	Palafox Street (CR 95A)	Pensacola Boulevard (US 29)	9 Mile Road (US 90 Alt)	4.8	12283	0.87	---	Connects at Project 3 and 28
30	Chase Street	Baylen Street	Bayfront Parkway (SR 196)	1.1	--	0.48	---	Connects at Project 5 and 21
31	Berryhill Road (CR 184A)	Chumuckla Highway (CR 197)	Dogwood Drive (SR 89)	7.9	11000	0.38	---	Connects at Project 14 and 16
32	Lillian Highway (SR 298)	Blue Angel Parkway (SR 173)	N 57th Avenue	2.3	9041	0.63	---	Connects at Project 25
	Blue Angel Parkway (SR 173)	Lillian Highway (SR 298)	Muldoon Road	1	--	---	---	
	N 57th Avenue	Jackson Street (CR 298A)	Lillian Highway (SR 298)	0.6	--	---	---	
	Jackson St (CR 298A)	N 65th Ave	N 57th Ave	0.5	8478	---	---	
33	E Street (CR 443)	Cervantes Street (Business US 98)	Texar Drive (SR 752)	1.7	7709	0.53	---	Connects at Project 5 and 7
34	Creighton Street (SR 742)	Hillburn Road	Davis Highway (SR 291)	0.7	--	0.22	---	Connects at Project 2
35	N 12th Avenue/ Tippin Avenue	Bayou Boulevard (SR 296)	College Boulevard	0.9	6300	0.35	---	Connects at Fairfield
	Pine Forest Road	Interstate 10	CR 297A	1.2	25748	---	---	
Total: All Corridors								**$41.15 Mil**

7.2 Scenario 2

Scenario 2 is the preferred scenario and is based on a three-phased approach that expands upon the relatively recent upgrade of 18 existing controller cabinets; installation of cameras and fiber optic cable along portions of SR-296 (Brent Ln./Bayou Blvd.), US-29 (SR-95/N Palafox Rd.), and SR-295 (Fairfield Dr.). The upgrade included the installation of central management software within the City of Pensacola and Escambia County TSOCs and was undertaken as Phase I of a future regional ATMS deployment. This plan recommends that Phase II establish a regionwide communications network and include key upgrades to intersections throughout the region, namely new controller cabinets and cameras. Phase III will follow as a complete build-out of the system by constructing an RTMC for collocated operations and adding additional ITS devices along system corridors.

7.3 Staging by Corridor and Region

Based upon the levels of funding available, it may also be necessary to further subdivide the deployment of the ATMS in terms of either coverage area or level of functionality.

7.4 Components for Initial and Subsequent Phases

The Alternatives Analysis Technical Memorandum presented alternative considerations for future system designs, particularly communications architectures, relative to user needs. Each alternative provides technology necessary to communicate with, monitor, and manage an ATMS network remotely. Each concept also included deployment of a variety of traffic control equipment, including ITS devices such as cameras and Bluetooth readers.

This plan provides information that can be used to scale the implementation of the regional ATMS up or down in a number of different ways. Consideration has been given to multiple alternatives that will allow subsequent design, construction, and general build-out of the ATMS to remain flexible and accommodate future unforeseen circumstance. It is likely that stakeholders may need to adjust the scope and speed of construction based upon limiting factors, particularly funding and budget. Generally, implementation strategies fall into one of the following categories:

- Full-region, full-function
- Full-region, partial-function
- Partial-region, full-function
- Partial-region, partial-function

A full-region, full-function deployment approach would be an accelerated effort to realize regionwide implementation by designing and constructing the entire system as a single project, including all aspects of the communications network and upgrades to all connected intersections, and include the full gamut of ITS tools envisioned for the ultimate ATMS. These tools include not only the Bluetooth readers, communications network, controller upgrades, and CCTV system

associated with core functions, but also new pre-emption systems, DMS, RWIS, and a public information portal that comprise a complete, fully-optioned ATMS deployment. It is not likely that funding will permit this approach as cost is estimated at approximately $41M.

A full-region, partial-function deployment approach would seek to establish core functionality via a regionwide build-out of the communications infrastructure along with limited inclusion of modern signal controllers, and a CCTV system. This option would establish the regionwide communications infrastructure required for future build-out and integration of field devices. This plan recommends this approach and is optimistic that the estimated cost of approximately $25M will be funded via prioritization of the ATMS project at the top of regional transportation improvement budget requests.

If neither full-region deployment option is possible, the remaining options are partial-region deployments with either full- or partial- functionality as previously described. These approaches would allow improvements to be made in limited areas, such as along critical corridors or zones, if budgetary constraints or other factors prevent full-region deployment. In such cases, the partial-region, full-function approach is preferred since it would have a greater likelihood of realizing the benefits associated with ATMS. A corridor or zone having full ATMS functionality will not only improve traffic conditions in the immediate vicinity, but can also serve as a representative example of what is possible and help generate support for future expansion and build-out of the regional system from local leaders and the public.

As part of the preferred implementation plan, Bluetooth “sniffers” can be rapidly deployed to start collecting travel time along critical corridors. The data they collect will add value to current operations and, in addition, will capture baseline data that can help quantify future operational improvements resulting from system upgrades throughout the region. Bluetooth-based probe data detection systems are often packaged as small, self-contained devices using solar power and cellular communications. This contributes to their ease of deployment and widespread use for temporary traffic data collection. Bluetooth probe detectors are designed to buffer and store data locally in order to reduce the risk that data will be lost during intervals when cellular service is degraded, lost, or no other communication is available. In most cases, cellular data collection systems are designed to reconnect and report their data once cellular service is restored. In these types of applications, momentary cellular network outages are an acceptable trade-off for ease of deployment. Temporary use of cellular communications can be considered while more permanent infrastructure is constructed. Hardline communication is preferred when these devices are relied upon to generate travel times and other measures in near real-time for traffic operations.

The key component of constructing the ultimate regional ATMS desired by stakeholders is to establish a WAN that allows interconnection of system components, existing TSOCs, a future RTMC, and other partner agency networks and systems using Ethernet technologies. Private, secure fiber optic networks using industrial Ethernet devices are the core enabling technology of modern traffic control systems. Future project plans must incorporate network designs with

connection speeds that are current and cost-effective. At present, a WAN capable of providing gigabit connections for each connected field device represents current, cost-effective technology. Establishing the communications network must be the first priority when designing and constructing the regional ATMS. Detailed designs arising from this implementation plan should also leverage existing FDOT fiber infrastructure along I-10 and I-110 and, as a project stakeholder, FDOT supports and encourages this design concept.

Upgrading existing intersections with modern signal controllers and CCTV cameras is equal in priority with building out the communications infrastructure. Detailed design and construction of projects, including controller upgrades, controller cabinet upgrades, and CCTV system installation, should be done as soon as possible and in conjunction with the build-out of the communications network.

An initial build-out that constructs the WAN and integrates a modern signal control system and CCTV system with a RTMC as previously described will immediately raise the capabilities of operators in the area and provide a foundation able to accommodate future needs and growth. It will also establish a network platform capable of supporting future technology, such as connected vehicle (CV) systems that utilize vehicle to infrastructure (V2I) communications.

Safety, incident management, and incident response have repeatedly been identified as primary goals for the regional ATMS. Therefore, consideration should also be given to incorporating pre-emption systems in the future build-out of the system. At present, connected vehicle systems that utilize dedicated short-range communications (DSRC) have a tremendous potential to serve as a foundation for future priority and preemption systems. The deployment of DSRC equipment for initial use to support priority and preemption would establish a field system that can serve as a platform for future connected vehicle applications, such as providing signal phase and timing information to in-vehicle systems, intersection collision avoidance, transit applications, and more.

It is imperative that existing TSOCs are upgraded as improvements are made to regional systems. Continued operation of existing signal systems is critical whether the future ATMS is realized through a large-scale, single project deployment or constructed in stages along priority corridors. Existing TSOCs will remain in operation for the foreseeable future. They are necessary for the continued operation of existing systems during construction and should ultimately serve as secondary remote operations centers and backups to the future RTMC.

8 PROCUREMENT AND FUNDING CONSIDERATIONS

The project team sought and researched multiple funding opportunities during the development of this plan. It also considered multiple procurement and construction management methodologies.

RESOLUTION FL-AL _____

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION FOR THE ESCAMBIA-SANTA ROSA REGIONAL ADVANCED TRAFFIC MANAGEMENT SYSTEM AND TRANSPORTATION MANAGEMENT CENTER

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the states of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, an Advanced Traffic Management System (ATMS) consists of advanced communication technologies integrated into transportation infrastructure such as traffic control systems, monitoring/detection subsystems, and motorist information systems designed to maximize the use of existing transportation networks; and

WHEREAS, an ATMS includes computerized signal systems and certain Intelligent Transportation System (ITS) components, including communications and networking, traffic signals, dynamic message signs (DMS), closed-circuit television (CCTV) video monitoring, incident detection, data collection and monitoring system, traffic operations center, regional center-to-center communications, and a public information portal; and

WHEREAS, the benefits of an ATMS include improved safety, air quality mitigation, reduced commute times, improved emergency response, regional growth adaptability, evacuations, system communications, cross-jurisdictional traffic flow, integration of transportation systems, regional security, transportation agency operations, as well as reduced maintenance callouts; and

WHEREAS, based on the previous studies by the Federal Highway Administration, the expected benefits from implementing an ATMS are 25% travel delay reduction, 30% incident duration reduction, 12.5% crash reduction and 17:1 Benefit/cost ratio; and

WHEREAS, the development of ATMS, Advanced Traveler Information, and Emergency Management Systems are effective and efficient methods to improve roadway capacity, public safety, reduce fuel consumption, and reduce traffic congestion; and

WHEREAS, the Escambia-Santa Rosa ITS Technical Working Group comprised of technical staff from Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, the City of Gulf Breeze, West Florida Regional Planning Council, and the FDOT has been formed to provide oversight for implementation of the Escambia-Santa Rosa regional ITS improvements; and

WHEREAS, the Escambia-Santa Rosa Regional ATMS Feasibility Study and Implementation Plan project was completed in 2017 by the FDOT and ITS Technical Working Group under management of the City of Pensacola; and

WHEREAS, the ATMS feasibility study defines a comprehensive plan to update and modernize traffic management tools and capabilities to prepare and assist the local agencies to meet their increasingly complex future transportation challenges. The Implementation Plan is a blueprint for the modernization of the Escambia County and Santa Rosa County transportation system.

WHEREAS, in 2016, Escambia County, Santa Rosa County, the City of Milton, the City of Gulf Breeze, and the City of Pensacola passed resolution supporting the creation of a unified regional ATMS (RTAMS) and regional Transportation Management Center (RTMC); and

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WHEREAS, based on the ATMS Implementation Plan, the estimated design and construction cost of the Escambia-Santa Rosa RATMS and RTMC is $42 million; and

WHEREAS, contingent upon the availability of funding, the ATMS Implementation Plan recommends the following deployment scenarios:

Scenario 1: A 2-phase deployment, phase 1 consists of design and construction of a region-wide wired and wireless communications network, installing ITS devices, and performing key upgrades to signalized intersections throughout the region. Estimated construction cost of phase 1 is $25 million. Phase 2 will follow as a complete build-out of the Escambia-Santa Rosa RATMS and RTMC for collocated operations and adding additional ITS devices along system corridors. Estimated construction cost of phase 2 is $17 million.

Scenario 2: A gradual system build-out under the assumption that $10 million year to year funding until full buildout of the $42 million is achieved. Scenario 2 will expand upon the existing ATMS Phase I and uses relatively small improvement projects and prioritizes corridors based on benefit to the traveling public. Each project phase would include full ATMS functionality and RTMC construction can be scheduled at a point where corridor-based expansion and number of intersections managed clearly warrants additional space for system management.

Scenario 3: A full build-out of the RATMS and RTMC under the assumption the project receives $42 million funding.

WHEREAS, the Escambia-Santa Rosa Regional ITS/ATMS Project is included in the Florida-Alabama TPO 2040 Adopted Cost Feasible Plan; and

WHEREAS, since 2004, the Regional ITS/ATMS Improvement Project has been included in the TPO Transportation Improvement Program (TIP) and ranked by FL-AL TPO as follow:

- TIP Priority # 5 – fiscal year 2004 to 2006
- TIP Priority # 6 – fiscal year 2007
- TIP Priority # 5 and 6 – fiscal year 2008 to 2013
- TIP Priority # 1 and 6 – fiscal year 2014 thru 2017
- TIP Priority # 2 and 2A – fiscal year 2018
- TIP Priority # 1 and 1A – fiscal year 2019

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

The TPO adopt a resolution of support for Scenario 1 with the allocation of funds in the amount of $25 million and $17 million, using capacity project funds, in the TPO Project Priority Program (TIP) update for a 2-phase deployment of the Escambia-Santa Rosa Regional Advanced Traffic Management System (RATMS) and Regional Transportation Management Center (RTMC).

Passed and duly adopted by the Florida-Alabama Transportation Planning Organization on this _____ day of August_____ 2018.

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____

Jeff Bergosh, Chairman

ATTEST: _____

DRAFT

FL-AL TPO Draft FY2020 – 2024 Projects Priorities

BOARD OF COUNTY COMMISSIONERS

Board Chambers
Suite 100
Ernie Lee Magaha Government Building - First Floor
221 Palafox Place

August 2, 2018
5:30 p.m.

Needs & Benefits

- Projects are Selected by the Florida-Alabama Transportation Planning Organization Typically Based on Current or Future Level of Service
- Reduce Congestion and Travel Time
- Provide Improved Access to Commercial and Residential Areas
- Provide Multi-Modal Facilities (i.e. bike/ped, transit, etc.)
- Important to Local and Regional Economic Growth

Draft FY20-24 Escambia County Non-SIS
Project Priority Rankings

TPO Rank	Project	Notes
1A	Regional ITS Plan Projects – Implementation Deployment	$25M Ph1
1B	Regional ITS Plan Projects – Maintenance and Operations	$400K / $1.4M for 1A
2E	ESC – Need to insert Project	CMP - $150K
3C	W. Cervantes Street / Mobile Hwy CMP	CMP - $1.5M
3D	Main Street – Barrancas Ave. to Clubbs Street	CMP - $1.5M
3E	Fairfield Drive – Mobile Hwy to Lillian Hwy	CMP - $1.5M
4	Public Transportation Capital Improvements Flex Funds	Flex Funds - $300K
5	Perdido Key Drive MUP – Park to Gongora	Bike/Ped Projects - $350K
6A	Main Street – Barrancas to Clubbs	Complete Streets - $250K
6C	W. Cervantes Street / Mobile Hwy	Complete Streets - $250K

Draft FY20-24 Escambia County Non-SIS Project Priority Rankings

TPO Rank	Project	LOS STD/ LOS / AADT
7A	Perdido Key Drive MUP From Park Entrance to Bridge – SUN Trail	N/A
7B	UWF Scenic Bluff's Corridor Connection – SUN Trail	N/A
10	Nine Mile Rd From Mobile Hwy to Beulah Rd	C 17,300 / B / 5,729
11	Burgess Rd From US 29 to Hilburn Rd	D 14,800 / D / 12,556
13	US 29 Connector From Nine Mile Rd to US 29	N/A
18	Pine Forest Rd from I-10 to Nine Mile Road	D 17,700 / F / 32,303
19	Gulf Beach Hwy From Fairfield Dr to Navy Blvd	D 17,700 / F / 26,818
20	Gulf Beach Hwy From Fairfield Dr to Blue Angel Pkwy	D 17,700 / F / 21,698
23	Express Bus – Pensacola to Beulah	N/A
24	Blue Angel Pkwy From Sorrento Rd to US 98	D 17,700 / F / 22,755

Draft FY20-24 Escambia County Non-SIS Project Priority Rankings

TPO Rank	Project	LOS STD/ LOS / AADT
25	Pinestead-Longleaf Connector From Pine Forest Rd to US29	D 14,800/ D/ 8,737 (Longleaf)
26	Langley Ave/Tippin Ave/9th Ave Intersection	D 39,800 / C / 33,522
27	Sorrento Rd From Gulf Beach Hwy to Blue Angel Pkwy	D 17,700 / F / 22,551
28	US 90 From Scenic Hwy to Santa Rosa County Line	D 39,800 / C / 37,179
31	Perdido Key Dr from AL State Line to Innerarity Pt Rd	D 17,700 / C / 15,542 (w) D 17,700 / F / 20,149 (e)
36	Mobile Hwy From Nine Mile Rd to Godwin Ln	D 17,700 / C / 12,373
38	Fairfield Dr From Mobile Hwy to Lillian Hwy	D 17,700 / F / 22,957
42	Nine Mile Road – Corridor Improvements	N/A Under CST

Draft FY20-24 Escambia County SIS Project Priority Rankings

TPO Rank	Project	LOS STD/ LOS / AADT
1	I-10 @ US29 Interchange Improvements	N/A Under CST
2	Beulah Interchange @ I-10	N/A
3A	I-10 @ Nine Mile Road Interchange Improvements	N/A
3B	I-10 – AL State Line to US29	C 57,600 / B / 44,039 (w) C 61,500 / C / 53,336 (c) D 74,400 / C / 60,829 (e)
4	US29 Connector – Nine Mile Road to US29	N/A
6	Blue Angel Parkway – Sorrento Road to US98	D 17,700 / F / 22,755
8	Blue Angel Parkway – US98 to Saufley Field Road	D 17,700 / F / 27,427
11	US98 – AL State Line to Blue Angel Parkway	D 17,700 / F / 19,624 (w) D 17,700 / C / 13,043 (e)
15	I-10 – US29 to Davis Highway	D 111,800 / D / 93,863 (w) D 111,800 / C / 53,636 (e)

Staff Recommendations

- ITS Working Group request - Consider deleting the “from funding sources outside the FDOT District III Work Program…” language from the Non-SIS #1A Regional ITS Plan Projects. Insert new language “$25M for Ph 1 from FDOT District III Work Program.” See attached Draft Resolution (Options included)

- Consider swapping Non-SIS Projects #25 Pinestead-Longleaf (Locally Funded), #27 Sorrento Road, and #38 Fairfield Drive as follows:
  - Make Sorrento Road #25, Fairfield Drive #27, and Pinestead-Longleaf #38

- Consider revising Pinestead-Longleaf Project title to “Longleaf Drive” and modify limits to “Pine Forest Road to Kemp Road.”

- Modify wording for Blue Angel Parkway Project under both Non-SIS #24 and SIS #6 lists from “ROW Funded in FY20/21” to state “ROW partially Funded in FY20/21.”

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14494 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/02/2018
Issue: Acquisition of Real Property Located at 9980 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 9980 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board either approve, by super majority vote, or deny the following action:

A. Authorize the purchase of real property located at 9980 Bristol Park Road from James A. & Sandra K. Riddell, for the Bristol Park - Ashbury Hills Area Project for the average of the County's appraised value of $300,000 and the owner's provided appraisal of $296,600, which equals $298,300;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.88 acres) located at 9980 Bristol Park Road, from James A. & Sandra K. Riddell, and to bring the executed Contract back before the Board; 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 (if the purchase is approved).

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

This Property is located in Commission District 5.

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

Mr. and Mrs. Riddell are willing to sell their property, located at 9980 Bristol Park Road, in Bristol Park Subdivision, along Eleven Mile Creek.

According to the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet, the property owners can appeal the county's appraisal if they believe it is not adequate. The appeal process does include a second appraisal for their home at their expense. The county will then split the difference of the initial appraisal and second appraisal to determine the fair market value of the property, after which the county may make another offer.

Funds spent toward this project, and in accordance with the guidelines, are eligible for reimbursement.

Meeting in regular session on April 6, 2017, the Board approved the Riddell's first appeal to the county's offer to purchase where staff had two appraisals performed on this property, which valued the property at $247,000 and at $257,000. The property owners provided their own appraisal, which revealed a value of $275,000. At that meeting, the Board approved the appeal amount of $266,000 which was the average of the County's highest appraisal and the owner's appraisal. Ultimately, The Riddells decided not to move forward with entering into the contract.

As the area has seen recent development, it was suggested by Arcadis (the company assisting Escambia County with the HGMP grant process) to get the remaining grant properties re-appraised. Mr. and Mrs. Riddell's property is still considered part of the grant and is eligible for full acquisition reimbursement. Per county policy, which requires two appraisals when there is any value over $250,000, staff obtained two appraisals, which placed values of $300,000 and $275,000. Staff then made an offer to the Riddells for $287,000, the average of the two appraisal amounts. The Riddells chose to utilize the FEMA appeal process and obtained their own appraisal, which valued their property at $296,600. As part of their appeal process, they are asking the county to average the highest county-obtained appraisal with their owner-provided appraisal, for a purchase price of $298,300.

BUDGETARY IMPACT:

Funding is available in Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent toward this project are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be 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

Response to 2018 Offer
Aerial Map - Riddell
Appraisal - Lowery
Appraisal - McKenney
Appraisal - Owner Provided
BCC Dec 8 meeting
BCC April 6 Meeting

From:	Jim and Sandy Riddell
To:	Stacey S. Ward; Kelli Thurson
Subject:	New appraisal for 9980 Bristol Park Road
Date:	Monday, July 02, 2018 9:16:13 AM
Attachments:	9980 Bristol Park Rd July 2018 appraisal (1).pdf

---

Good Morning Stacey & Keli,

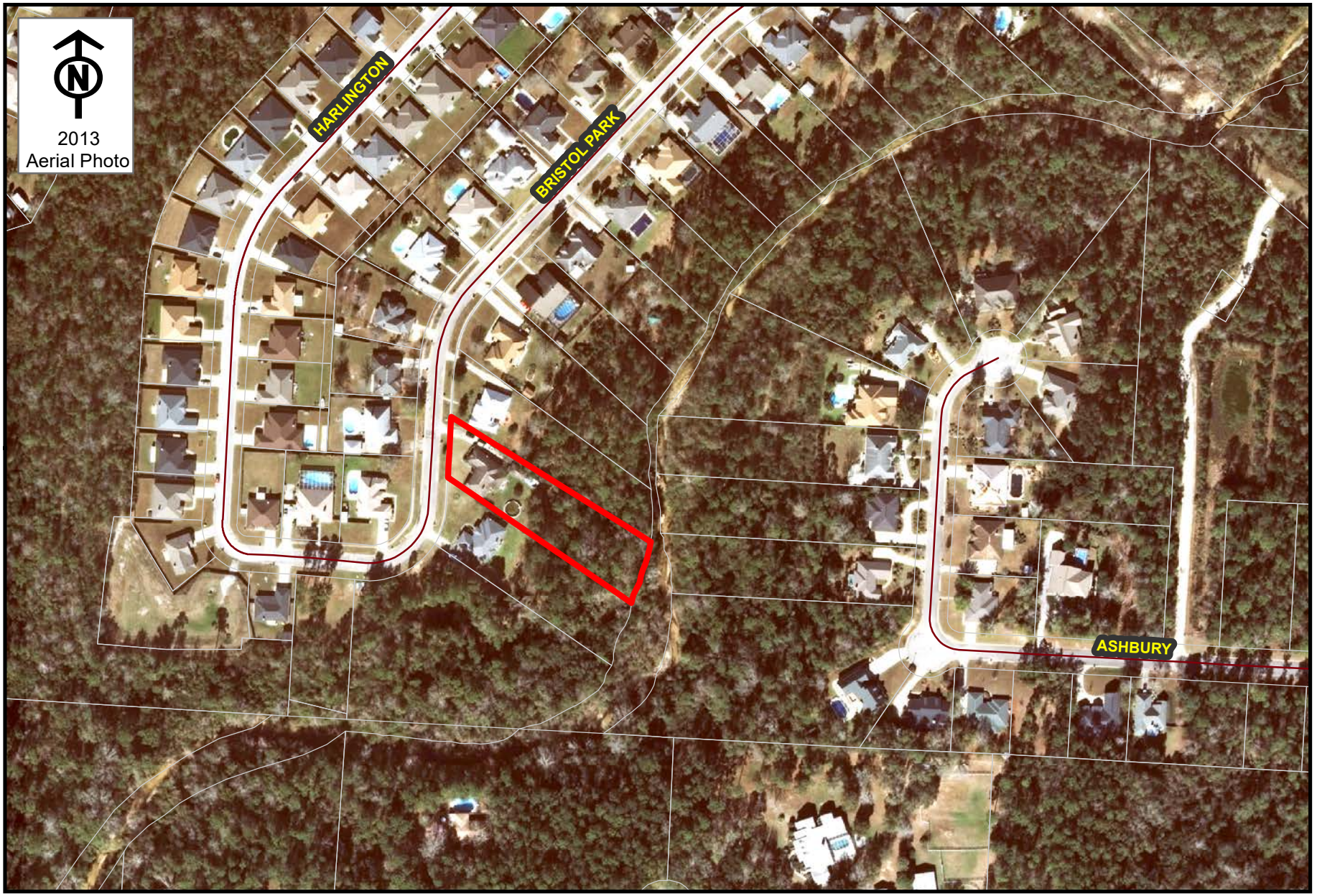
I have attached the appraisal I requested which is at $296,600. I would like the county to take this most recent appaisal along with the appraisal in January of $300K and average the two out for the buyout amount of $298,300. I would like for you to present this to the board as soon as possible.

Please let me know which boards meeting agenda this can be on.

Thank you for your help,

Jim Riddell
(850) 206-4440

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5

9980 Bristol Park Road

AI Reports™
Form 100.04

Client File #:		Appraisal File #:	RL18007X-E

Summary Appraisal Report • Residential

Appraisal Company: Fruitticher Lowery Appraisal Group		
Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504		
Phone: (850) 477-0419	Fax:	Website:

Appraiser: Rodger K. Lowery, MAI	Co-Appraiser:
AI Membership (if any): ☐ SRA ☒ MAI ☐ SRPA	AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA
AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate	AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate
Other Professional Affiliation:	Other Professional Affiliation:
E-mail: rlowery@Flag1.Net	E-mail:

Client: Escambia County Contact: Ms. Kara Johnson
Address: 3363 West Park Place, Pensacola, Fl 32505
Phone: 850-595-1882 Fax: E-mail:

SUBJECT PROPERTY IDENTIFICATION

Address: 9980 Bristol Park Rd
City: Cantonment County: Escambia State: FL ZIP: 32533
Legal Description: Lot 13, Block C, Bristol Park Unit II (OR Book 7408/PG 1903)
Tax Parcel #: 03-1S-31-1500-013-003 RE Taxes: 1,251.73 Tax Year: 2017
Use of the Real Estate As of the Date of Value: Single Family Residential
Use of the Real Estate Reflected in the Appraisal: Single Family Residential
Opinion of highest and best use (if required): Single Family Residential

SUBJECT PROPERTY HISTORY

Owner of Record: Riddell, James A. & Sandra K.
Description and analysis of sales within 3 years (minimum) prior to effective date of value: No transfers noted in previous three years.

Description and analysis of agreements of sale (contracts), listings, and options: None noted.

RECONCILIATIONS AND CONCLUSIONS

Indication of Value by Sales Comparison Approach	$ 300,000
Indication of Value by Cost Approach	$
Indication of Value by Income Approach	$ N/A

Final Reconciliation of the Methods and Approaches to Value: The Sales Comparison Approach is most reflective of buyer thinking. The Cost Approach was eliminated due to the current housing market where costs are commonly higher than actual market values. The Income Approach was deemed not necessary as most units in this project are owner occupied. The sales comparison approach indicates a market value for the subject property at $300,000 as of January 19, 2018.

Opinion of Value as of: 01/19/2018	$ 300,000

Exposure Time: 3-6 Months

The above opinion is subject to: ☐ Hypothetical Conditions and/or ☒ Extraordinary Assumptions cited on the following page.

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Client:	Escambia County	Client File #:	
Subject Property:	9980 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

ASSIGNMENT PARAMETERS

Intended User(s): Escambia County

Intended Use: Establish market value for acquisition purposes.

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: Market Value **Effective Date of Value:** 01/19/2018

Interest Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other

Hypothetical Conditions: **(A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.)** None

Extraordinary Assumptions: **(An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.)**

The flooding in 2014 has no adverse affect on marketability or value. It is also an extraordinary assumption of this report and the value reported that the interior of the detached garage is finished and in good condition. I was not provided access to the interior of this building.

In accordance with Standard Rule 2-2(b) of the Uniform Standard of Professional Appraisal Practice (USPAP), this is a summary appraisal report.

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized

Appraiser

Property Inspection: ☒ Yes ☐ No

Date of Inspection: 01/19/2018

Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Inspected subject property and neighborhood, measured house, researched MLS and public records.

Co-Appraiser

Property Inspection: ☐ Yes ☐ No

Date of Inspection:

Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:

Approaches to Value Developed

Cost Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Sales Comparison Approach:

☒ Is necessary for credible results and is developed in this analysis
☐ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Income Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Additional Scope of Work Comments: I researched improved sales in the subject's neighborhood for use in comparison purposes with the subject. The comparable sales were adjusted to reflect a value range for the subject property.

Significant Real Property Appraisal Assistance: ☒ None ☐ Disclose Name(s) and contribution:

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Client:	Escambia County	Client File #:	
Subject Property:	9980 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

MARKET AREA ANALYSIS

Location	Built Up	Growth	Supply & Demand	Value Trend	Typical Marketing Time
☐ Urban	☐ Under 25%	☒ Rapid	☒ Shortage	☒ Increasing	☐ Under 3 Months
☒ Suburban	☒ 25–75%	☐ Stable	☐ In Balance	☐ Stable	☒ 3–6 Months
☐ Rural	☐ Over 75%	☐ Slow	☐ Over Supply	☐ Decreasing	☐ Over 6 Months

Neighborhood Single Family Profile

Price		Age
$40,000	Low	0
$680,000	High	45
$270,000	Predominant	20

Neighborhood Land Use

1 Family	40%	Commercial	20%
Condo	0%	Vacant	30%
Multifamily	10%		%

Neighborhood Name: Bristol Park/Ashbury Hill Area

PUD ☐ Condo ☐ HOA: $ N/A /

Amenities:

Market area description and characteristics: The subject neighborhood is the Pine Forest area with the northern boundary being Kingsfield Road, the southern boundary being Interstate 10, Highway 29 to the East and I-10 to the West. The expansion of the Navy Federal Credit Union campus and plans for 10,000 employees by 2020 has increased the demand for the area. New growth is occurring west of Navy Federal and prices within the subject's neighborhood are trending upward. There were 257 detached single-family home sold since January 2017 or about 21 per month with prices ranging from $73,000 to $868,750. There are currently 74 homes listed for sale on MLS with prices ranging from $50,000 to $658,000. Construction costs for new homes have increased 13% in the last 18 months and demand continues to remain strong.

SITE ANALYSIS

Dimensions: 103.5' x 401.42' x 110.8' x 380.18'	Area: 40,447 Sq.Ft.
View: Average-Residential	Shape: Irregular
Drainage: Appears adequate	Utility: Good

Site Similarity/Conformity To Neighborhood

Size:	View:
☐ Smaller than Typical	☐ Favorable
☒ Typical	☒ Typical
☐ Larger than Typical	☐ Less than Favorable

Zoning/Deed Restriction

Zoning: MDR-Medium Density Residential

☒ Legal ☐ No zoning

☐ Legal, non-conforming

☐ Illegal

Covenants, Condition & Restrictions ☐ Yes ☐ No ☒ Unknown

Documents Reviewed ☐ Yes ☒ No

Ground Rent $ N/A /

Utilities

Electric	☒ Public	☐ Other	
Gas	☒ Public	☐ Other	
Water	☒ Public	☐ Other	
Sewer	☒ Public	☐ Other	

Off Site Improvements

Street	☒ Public	☐ Private	Asphalt
Alley	☐ Public	☐ Private	None
Sidewalk	☒ Public	☐ Private	
Street Lights	☐ Public	☒ Private	

Site description and characteristics: The subject site is irregular in shape and contains approximately 40,447 square feet. The property has 103.5 feet of frontage along Bristol Park Road. There is a gradual downward slope to Eleven Mile Creek at the rear of the property.

HIGHEST AND BEST USE ANALYSIS

☒ Present Use ☐ Proposed Use ☐ Other

Summary of highest and best use analysis: The highest and best use as vacant and as improved is single-family residential.

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Client:	Escambia County	Client File #:	
Subject Property:	9980 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

IMPROVEMENTS ANALYSIS

General	Design: Contemporary	No. of Units: 1	No. of Stories: 1	Actual Age: 24	Effective Age: 9
☒ Existing ☐ Under Construction ☐ Proposed		☐ Attached	☒ Detached	☐ Manufactured	☐ Modular
Other:					

Exterior Elements	Roofing: Dimensional Shingle	Siding: Brick Veneer	Windows: Insulated
☒ Patio Open	☐ Deck	☒ Porch Front	☒ Pool Above Ground ☒ Fence
Other:			

Interior Elements	Flooring: Tile/Lam.Wood/Carpet	Walls: Sheetrock	☒ Fireplace # 1
Kitchen: ☒ Refrigerator ☒ Range ☒ Oven ☐ Fan/Hood ☒ Microwave ☒ Dishwasher		Countertops: Granite	
Other:			

Foundation	☐ Crawl Space	☒ Slab Concrete	☐ Basement
Other:			

Attic	☐ None ☒ Scuttle	☐ Drop Stair	☐ Stairway	☐ Finished
Mechanicals	HVAC: Central	Fuel: Electric	Air Conditioning: Central	
Car Storage	☒ Driveway Concrete	☒ Garage Det 1-Car	☐ Carport	☒ Finished
Other Elements	Front porch, rear patio, detached 1 car garage/storage building 393 SF (finished), fireplace, cathedral & tray ceilings, granite countertops, tile/carpet & laminate wood flooring, stainless steel appliances, tankless water heater, jacuzzi & tile shower in master bathroom, sprinkler system			

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	1	1	1		1		6	3	1	Office	2,880
Level 2											

Finished area above grade contains: Bedroom(s): 6 Bath(s): 3 GLA: 2,880

Summarize Above Grade Improvements: The subject improvements appear to be an above average quality one story residence with a functional floor plan. The property is owner occupied. The improvements were completely renovated after the flooding in 2014 reducing the effective age to 9 years.

Below Grade Area or Other Area

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	% Finished	Area Sq. Ft.
Below Grade											
Other Area											

Summarize below grade and/or other area improvements: N/A

Discuss physical depreciation and functional or external obsolescence: The subject property reflects an actual age of 24 years with an effective age of 9 years and a remaining economic life of 53 years. Overall, the physical depreciation appears to be limited to the age/life method of depreciation with no noticeable deferred maintenance noted. No external or functional obsolescence was noted

Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject improvements suffered flood damage in 2014 but have been completely renovated and appear to be in good condition. The size and location of the property conform well to the neighborhood.

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Client:	Escambia County	Client File #:	
Subject Property:	9980 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

SITE VALUATION

Site Valuation Methodology

☐ **Sales Comparison Approach:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.

☐ **Market Extraction:** A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.

☐ **Alternative Method:** (Describe methodology and rationale)

Site Valuation

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	9980 Bristol Park Rd Cantonment, FL 32533						
Proximity to Subject							
Data Source/ Verification							
Sales Price	$		$		$		$
Price / Sq.Ft.	$		$		$		$
Sale Date	N/A						
Location							
Site Size	40,447 Sq.Ft.						
Site View	Average-Residenti						
Site Improvements							
Net Adjustment		☐ + ☐ -	$	☐ + ☐ -	$	☐ + ☐ -	$
Indicated Value		Net Adj. %		Net Adj. %		Net Adj. %	
		Gross Adj. %	$	Gross Adj. %	$	Gross Adj. %	$
Prior Transfer History							

Site Valuation Comments:

Site Valuation Reconciliation:

Opinion of Site Value	$ Not Applicable

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Client:	Escambia County	Client File #:	
Subject Property:	9980 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

COST APPROACH

Cost Approach Definitions

☐ **Reproduction Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship, and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building.

☐ **Replacement Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design and layout.

Cost Approach Analysis

Estimated Cost New			
Above Grade Living Area	2,880	Sq. Ft @ $	= $
Finished Below Grade Area		Sq. Ft @ $	= $
Unfinished Below Grade Area		Sq. Ft @ $	= $
Other Area		Sq. Ft @ $	= $
Car Storage	394	Sq. Ft @ $	= $
			$
			$
			$
Total Estimated Cost New			$
Less Depreciation			
Physical	15.00	% = $	
Functional		% = $	
External		% = $	
Total Depreciation		$	
Depreciated Value of Improvements			$
Contributory Value of Site Improvements			$
			$
			$
			$
Opinion of Site Value			$ Not Applicable
Indicated Value			$

Cost Approach Comments (Data Sources, Depreciation Basis, Site Value, Etc.):

Cost Approach Reconciliation:

Indication of Value by Cost Approach	$

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Client:	Escambia County	Client File #:	
Subject Property:	9980 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

INCOME APPROACH

Market Rent Analysis

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	9980 Bristol Park Rd Cantonment, FL 32533			
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	$	$	$	$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		$	$	$
Location	Bristol Park			
Site/View				
Quality of Construction	Abv. Avg.			
Age	24			
Condition	Good			
Above Grade Bedrooms	Bedrooms 6	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 3	Baths	Baths	Baths
Gross Living Area	2,880 Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Below Grade Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Other Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Heating/Cooling	Central H/AC			
Car Storage				
Net Adjustment		☐+ ☐- $	☐+ ☐- $	☐+ ☐- $
Indicated Market Rent		Net Adj. % Gross Adj. % $	Net Adj. % Gross Adj. % $	Net Adj. % Gross Adj. % $

Rent comparable analysis and reconciliation of market rent of subject property:

Opinion of Market Rent $

Gross Rent Multiplier Analysis

ADDRESS	DATE	SALE PRICE	GROSS RENT	GRM	COMMENTS

Comment and reconciliation of the gross rent multiplier (GRM):

Opinion of Market Rent: $ _____ x _____ GRM = $

Indication of Value by Income Approach $ N/A

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Client:	Escambia County	Client File #:	
Subject Property:	9980 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	9980 Bristol Park Rd Cantonment, FL 32533	2363 Tall Oak Dr Cantonment, FL 32533		3194 Lake Suzanne Dr Cantonment, FL 32533		324 Mt Airy St Cantonment, FL 32533	
Proximity to Subject		2.47 miles N		2.16 miles NW		1.86 miles E	
Data Source/ Verification		MLS Sale #494413 Pensacola MLS		MLS Sale #516996 Pensacola MLS		MLS Sale #517956 Pensacola MLS	
Original List Price	$ N/A		$ 312,000		$ 299,900		$ 350,000
Final List Price	$ N/A		$ 279,900		$ 299,900		$ 350,000
Sale Price	$ N/A		$ 275,000		$ 290,000		$ 325,000
Sale Price % of Original List	%		88.1 %		96.7 %		92.9 %
Sale Price % of Final List	%		98.2 %		96.7 %		92.9 %
Closing Date	N/A	9/29/2017		8/28/2017		6/27/2017	
Days On Market		536		63		4	
Price/Gross Living Area	$	$ 96.02		$ 106.27		$ 109.43	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type	Cash or Equiv.	Conventional		VA		Conventional	
Concessions	None noted	None noted		None noted		None noted	
Contract Date	N/A	7/25/2017		7/4/2017		5/22/2017	
Location	Bristol Park	Bentley Oaks		Lake Suzanne		Milestone	
Site Size	40,447 Sq.Ft.	12,920 SF	+20,000	41,382 SF		15,000 SF	
Site Views/Appeal	Residential/Avg	Residential/Avg		Residential/Avg		Residential/Avg	
Design and Appeal	1 Story-Average	1 Story-Average		1 Story-Average		1 Story-Average	
Quality of Construction	Abv. Avg.	Abv. Avg.		Abv. Avg.		Very Good	-20,000
Age	24	13	+11,000	16	+12,000	19	+14,000
Condition	Good	Good		Good		Good	
Above Grade Bedrooms	Bedrooms 6	Bedrooms 4		Bedrooms 4		Bedrooms 4	
Above Grade Baths	Baths 3	Baths 3		Baths 3		Baths 3.1	-1,500
Gross Living Area	2,880 Sq.Ft.	2,864 Sq.Ft.		2,729 Sq.Ft.	+10,100	2,970 Sq.Ft.	-6,000
Below Grade Area	N/A	N/A		N/A		N/A	
Below Grade Finish	None	None		None		None	
Other Area	N/A	N/A		N/A		N/A	
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	Central H/AC	Central H/AC		Central H/AC		Central H/AC	
Car Storage	Det 1-Car	3 Car	-3,500	2 Car/Det 2-Car	-6,000	2 Car	-1,500
Porch, etc.	Porch/Patio	Porch/Lanai		Porch/Lanai		Lrg Porch/Deck	
Fireplace, Stg, etc.	FP	FP/Stg. Bldg.		FP		Fireplace	
Pool, etc.	Above Grd. Pool	Pool	-10,000	None	+3,500	Pool	-10,000
Net Adjustment (total)		☒+ ☐-	$ 17,500	☒+ ☐-	$ 19,600	☐+ ☒-	$ -25,000
Adjusted Sale Price		Net Adj. 6.4 % Gross Adj. 16.2 %	$ 292,500	Net Adj. 6.8 % Gross Adj. 10.9 %	$ 309,600	Net Adj. 7.7 % Gross Adj. 16.3 %	$ 300,000
Prior Transfer History	None noted three years prior.	No sales noted three years prior.		No sales noted three years prior.		No sales noted three years prior.	

Comments and reconciliation of the sales comparison approach: **All of the selected comparables are competing homes in the subject's marketing area. These sales reflected an unadjusted price range from $275,000 to $325,000. A lot size adjustment was applied to sale one due to the smaller lot and location. Due to the recent renovation to the subject, the comps reflect an effective ages 3 years inferior to the subject with age adjustments applied based upon an economic life of 60 years. Size adjustments are applied based upon a depreciated cost new of $67/SF for living area. Sale #3 required a downward bath adjustment of $1,500. Adjustments were made to each sale for variations in additional amenities such as pool and workshop. After adjustments, the above sales indicate a market value range between $292,500 and $309,600. With about equal weight to each sale I reconcile the final estimate of market value at $300,000 or $104.17 per square foot.**

Indication of Value by Sales Comparison Approach	$ 300,000

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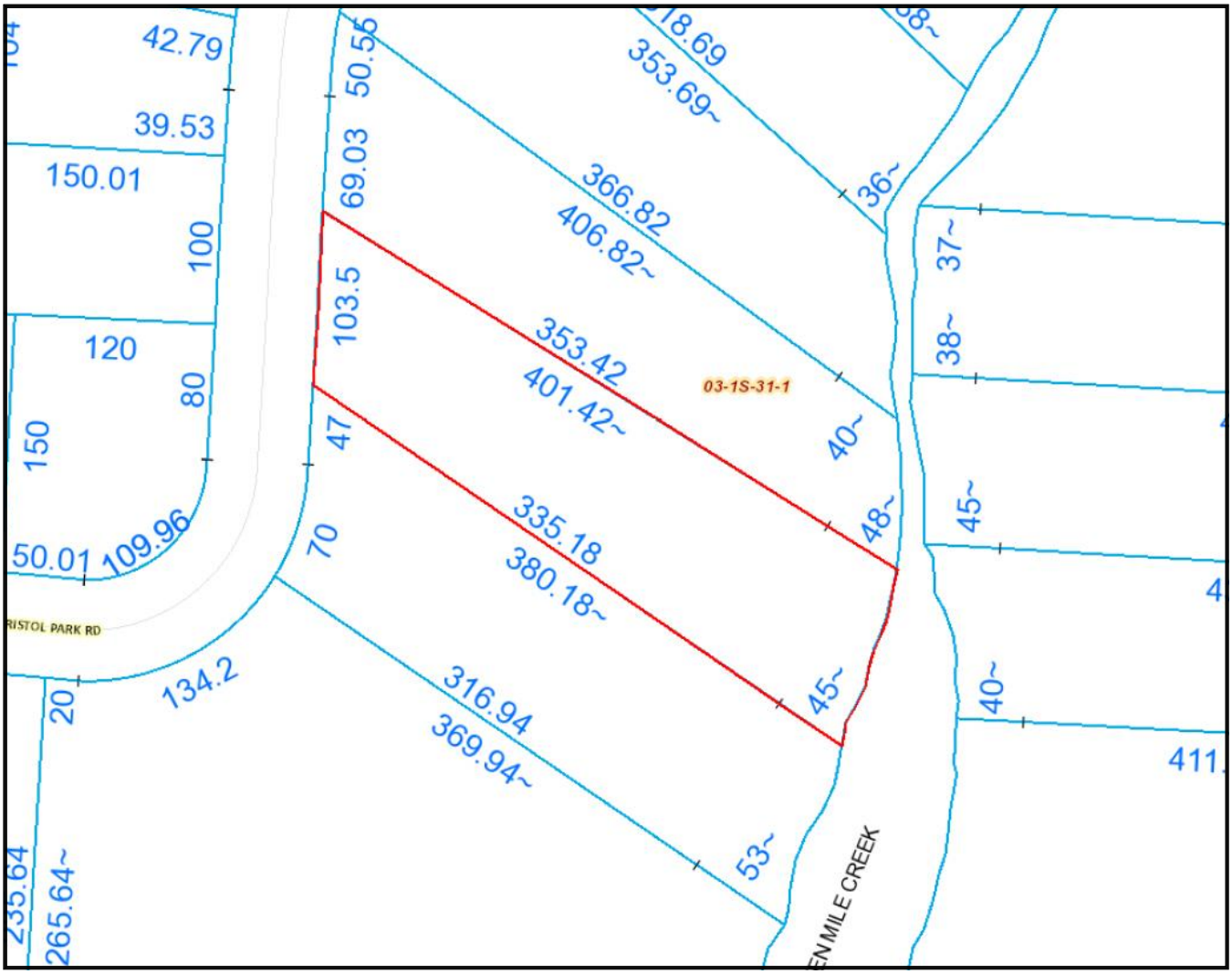
Plat Map

Borrower/Client	**Riddell, James A. & Sandra K.**				
Property Address	9980 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	Escambia County				



Aerial Plat

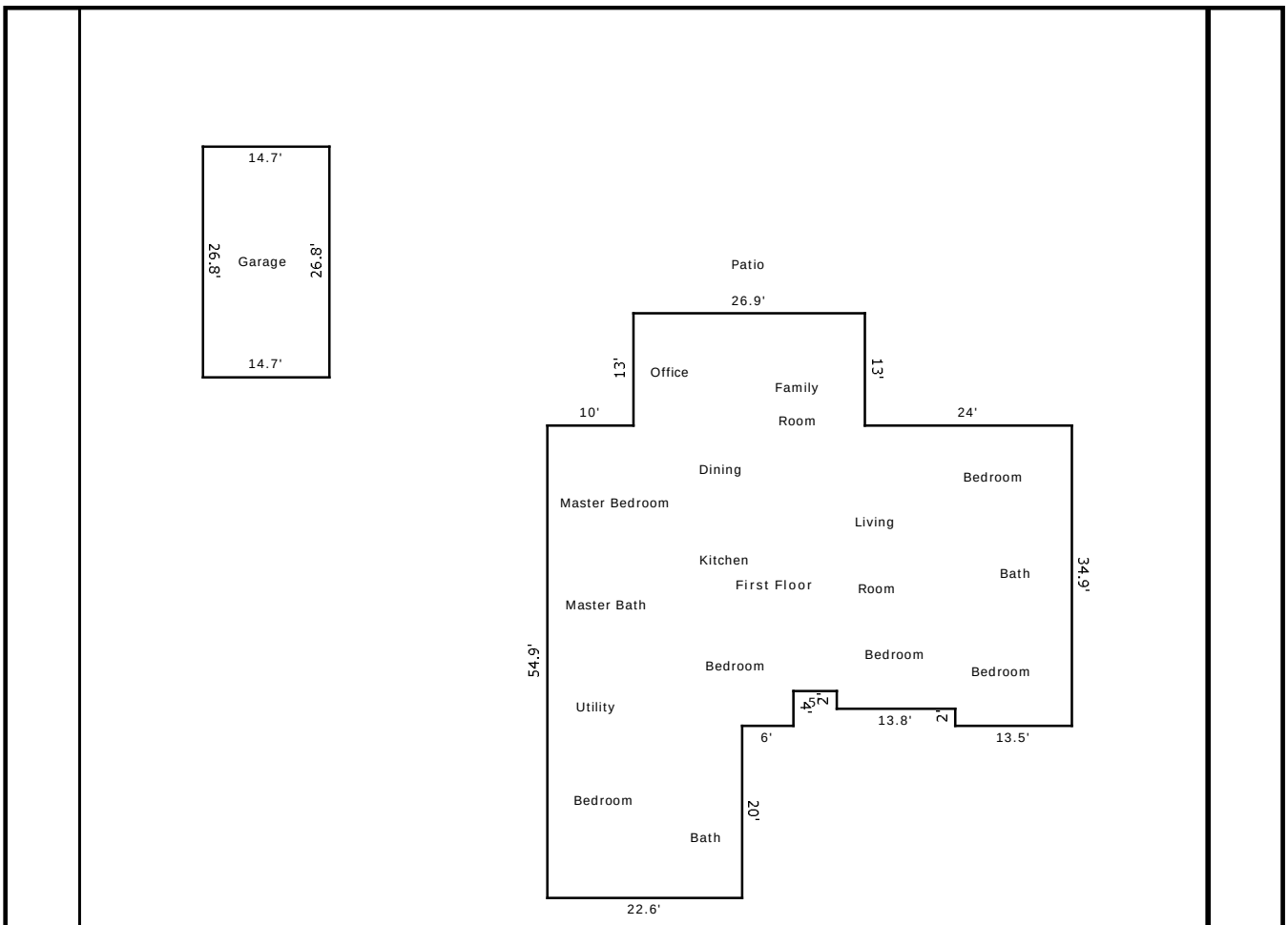
Borrower/Client	**Riddell, James A. & Sandra K.**				
Property Address	**9980 Bristol Park Rd**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code **32533**	
Lender	**Escambia County**				

Flood Map

Borrower/Client	**Riddell, James A. & Sandra K.**						
Property Address	**9980 Bristol Park Rd**						
City	**Cantonment**	County	**Escambia**	State	**FL**	Zip Code	**32533**
Lender	**Escambia County**						

Building Sketch

Borrower/Client	**Riddell, James A. & Sandra K.**				
Property Address	**9980 Bristol Park Rd**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code **32533**	
Lender	**Escambia County**				



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	
First Floor	2879.51 Sq ft
Total Living Area (Rounded):	2880 Sq ft
Non-living Area	
1 Car Detached	393.96 Sq ft

Location Map

Borrower/Client	**Riddell, James A. & Sandra K.**				
Property Address	**9980 Bristol Park Rd**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code **32533**	
Lender	**Escambia County**				

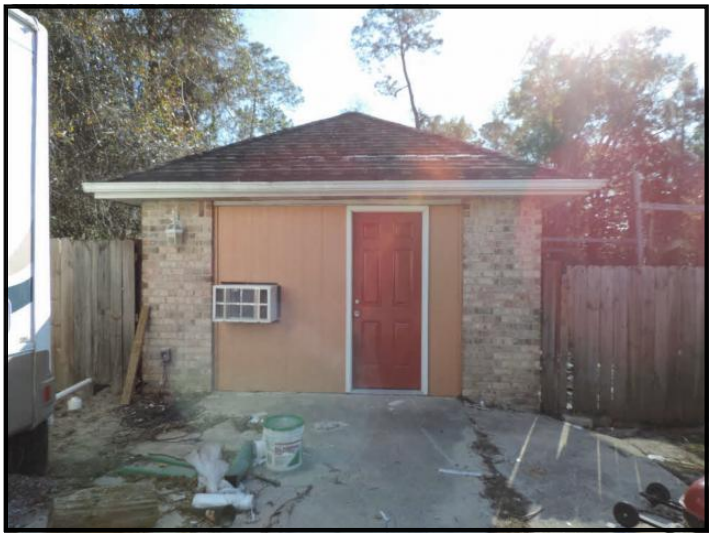
Subject Photograph Addendum

Borrower/Client	**Riddell, James A. & Sandra K.**				
Property Address	9980 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	Escambia County				

Front

Rear

Street View



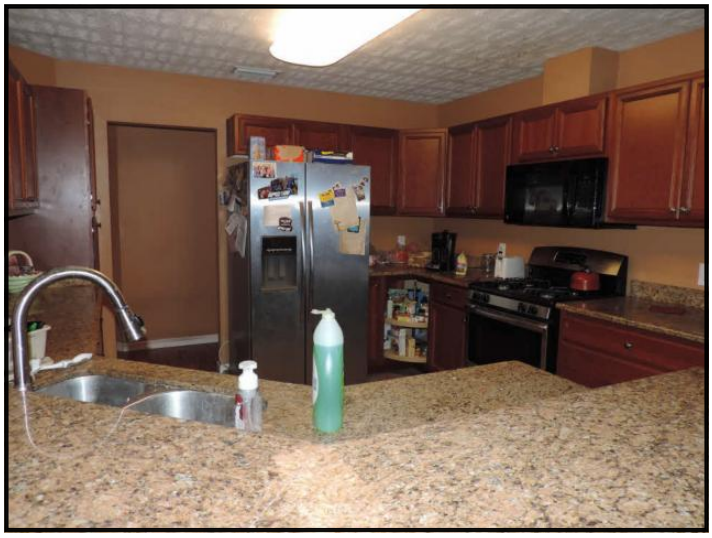
Detached Garage

Photograph Addendum

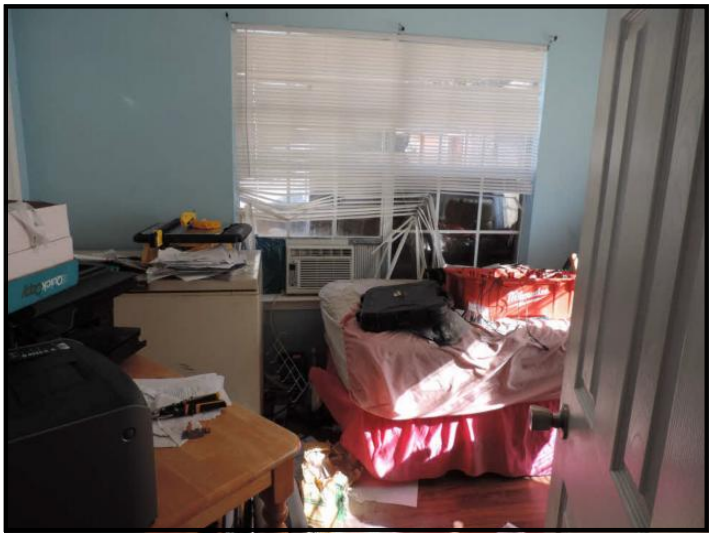
Borrower/Client	**Riddell, James A. & Sandra K.**				
Property Address	9980 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	Escambia County				

Living Room

Dining Area



Kitchen

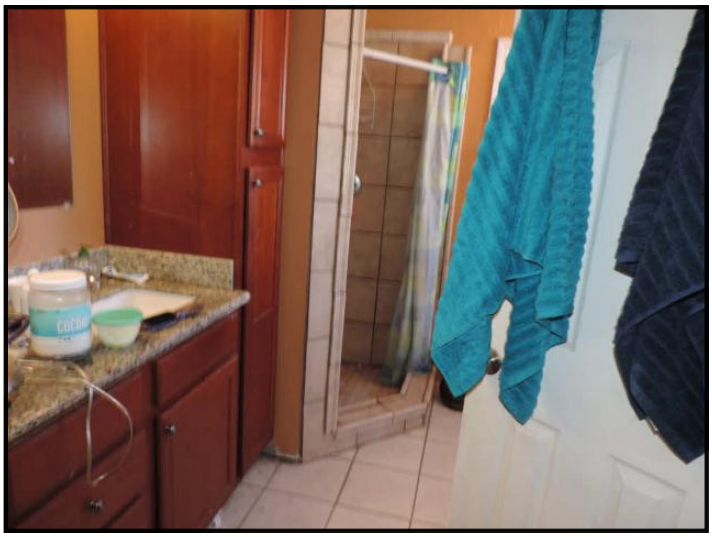


Office

Photograph Addendum

Borrower/Client	**Riddell, James A. & Sandra K.**				
Property Address	9980 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	Escambia County				

Master Bedroom



Master Bath

Bedroom

Bathroom

Photograph Addendum

Borrower/Client	**Riddell, James A. & Sandra K.**				
Property Address	9980 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	Escambia County				

Family Room

Bath

Bedroom

Pool and Back Yard

Comparable Photograph Addendum

Borrower/Client	**Riddell, James A. & Sandra K.**				
Property Address	9980 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	Escambia County				

Comparable #1

Comparabale #2

Comparable #3

Client:	Escambia County	Client File #:	
Subject Property:	9980 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

☒ **Market Value Definition (below)** ☐ **Alternate Value Definition (attached)**

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 5th ed., Appraisal Institute

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Client:	Escambia County	Client File #:	
Subject Property:	9980 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

  ☒ None ☐ Name(s)

  As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

  Property inspected by Appraiser ☒ Yes ☐ No

  Property inspected by Co-Appraiser ☐ Yes ☐ No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment: ☐ None ☐ Specify services provided:

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

▪ I am a Designated Member of the Appraisal Institute. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.	▪

APPRAISER:	CO-APPRAISER:
Signature	Signature
Name Rodger K. Lowery, MAI	Name
Report Date January 22, 2018	Report Date
Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒	Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☐
License # Cert Gen RZ#1922 State FL	License # State
Expiration Date 11/30/2018	Expiration Date

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Presley - McKenney & Associates, Inc.

SEM

Uniform Residential Appraisal Report

File No. 18030Z8

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 9980 Bristol Park Road | City Cantonment | State FL | Zip Code 32533

Borrower N/A | Owner of Public Record James A. & Sandra K. Riddell | County Escambia

Legal Description Lt 13, Blk C, Bristol Park, Unit II, PB 14, P 20, OR 5471, P 584

Assessor's Parcel # 03-1S-31-1500-013-003 | Tax Year 2017 | R.E. Taxes $ 1,251.73

Neighborhood Name Bristol Park | Map Reference Z8 | Census Tract 37860-12033-0036.12

Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ None [ ] PUD | HOA $ 50.00 [X] per year [ ] per month

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Current market value determination

Lender/Client Escambia County, Engineering Dept | Address 3363 W. Park Place, Pensacola, FL 32505

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [ ] Yes [X] No

Report data source(s) used, offering price(s), and date(s). Pensacola Association of Realtors Multiple Listing Service (PARMLS)

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

N/A

Contract Price $ N/A | Date of Contract N/A | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No

If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[X] Increasing	[ ] Stable	[ ] Declining	PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	75 Low	New	Multi-Family	5 %
Neighborhood Boundaries	Nine Mile Road to south, US Hwy 29 to east, Kingsfield Road to north,							500 High	55	Commercial	15 %
Beulah Road to west								200 Pred.	10-15	Other Vacant	35 %

Neighborhood Description See Attached Addendum

Market Conditions (including support for the above conclusions) Following several years of declining residential real estate prices during the most recent recession of 2007-2012, market conditions for detached, single-family residences in the subject market area have been stable to increasing during the last 30 to 36 months. This is supported by per unit price indications from closed sales transactions.

SITE

Dimensions Undetermined | Area 0.8765 Acres | Shape Wedge | View Interior

Specific Zoning Classification MDR | Zoning Description Medium density residential, per Escambia County

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [ ] No | FEMA Flood Zone undetermined | FEMA Map # 12033C0290G | FEMA Map Date 09/29/2006

Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe.

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe. We are aware that there have been two flooding events in the subject neighborhood during the last 29 years. However, judging by the strength of the market in the subdivisions affected by these events, as evidenced by recent sales, it does not appear that the market recognizes any discounting associated with this history.

IMPROVEMENTS

GENERAL DESCRIPTION	FOUNDATION	EXTERIOR DESCRIPTION materials/condition	INTERIOR materials/condition
Units [X] One [ ] One with Accessory Unit	[X] Concrete Slab [ ] Crawl Space	Foundation Walls Concrete/unknown	Floors CT&Lam/Good
# of Stories 1	[ ] Full Basement [ ] Partial Basement	Exterior Walls Masonry/Avg	Walls DW/Good
Type [X] Det. [ ] Att. [ ] S-Det./End Unit	Basement Area 0.0000 sq. ft.	Roof Surface DimenShingles/Av	Trim/Finish Wood/Good
[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish %	Gutters & Downspouts Yes/Good	Bath Floor CermTile/Good
Design (Style) Traditional	[ ] Outside Entry/Exit [ ] Sump Pump	Window Type Vinyl/Good	Bath Wainscot CT&Fiber/Good
Year Built 1994	Evidence of [ ] Infestation	Storm Sash/Insulated None	Car Storage [ ] None
Effective Age (Yrs) 10	[ ] Dampness [ ] Settlement	Screens No	[X] Driveway # of Cars 2
Attic [ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant	Amenities [ ] WoodStove(s) #	Driveway Surface Concrete
[ ] Drop Stair [ ] Stairs	[X] Other HtPmp Fuel Electric	[X] Fireplace(s) # 1 [X] Fence WdPrvcy	[ ] Garage # of Cars
[ ] Floor [X] Scuttle	Cooling [X] Central Air Conditioning	[ ] Patio/Deck [X] Porch	[ ] Carport # of Cars
[ ] Finished [ ] Heated	[ ] Individual [ ] Other	[ ] Pool [X] Other AG Pool	[ ] Att. [ ] Det. [ ] Built-in

Appliances [ ] Refrigerator [ ] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)

Finished area **above** grade contains: 11 Rooms | 5 Bedrooms | 3 Bath(s) | 2,861 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). Surround sound, ceiling fans, vaulted ceiling in living room, tray ceiling in master bedroom, garden tub, granite countertops, wood-burning fireplace

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). Described by the owner as being fully repaired and renovated following the flood of April 2014, the home appears to be in good condition with no noticeable signs of deferred maintenance.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe.

Uniform Residential Appraisal Report

SEM
File No. 18030Z8

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 0 to $ 0 .
There are 0 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 0 to $ 0 .

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address	9980 Bristol Park Road Cantonment, FL 32533	1795 Brightleaf Circle Cantonment, FL 32533		2928 Sundance Lane Cantonment, FL 32533		1777 Brightleaf Circle Cantonment, FL 32533	
Proximity to Subject		3 miles N		1 mile N		3 miles N	
Sale Price	$ N/A		$ 275,000		$ 285,000		$ 286,900
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 90.79 sq. ft.		$ 104.78 sq. ft.		$ 96.76 sq. ft.	
Data Source(s)		MLS-Closed Sale #520963		MLS-Closed Sale #512395		MLS-Closed Sale #516890	
Verification Source(s)		Public Records		Public Records		Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions	Conventional Typical Terms	Conventional Typical Terms		Cash Typical Terms		VA Seller paid CC	-5,500
Date of Sale/Time	N/A	04/27/2017		04/26/2017		08/30/2017	
Location	Bristol Park	Bentley Oaks		Windsong		Bentley Oaks	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.8765 Acres	0.3424 Acres		0.36 Acres		0.31 Acres	
View	Interior	Corner		Interior		Interior	
Design (Style)	Traditional	Traditional		Traditional		Contemporary	
Quality of Construction	Avg to Good	Avg to Good		Avg to Good		Avg to Good	
Actual Age	24+/- Years	6+/- Years		10+/- Years		12+/- Years	
Condition	Good	Good		Good		Good	
Above Grade Room Count (Total / Bdrms. / Baths)	11 / 5 / 3	9 / 4 / 3.5	-1,200	7 / 3 / 2.5	1,200	8 / 4 / 3	
Gross Living Area 57.16	2,861 sq. ft.	3,029 sq. ft.	-9,603	2,720 sq. ft.	8,060	2,965 sq. ft.	-5,945
Basement & Finished Rooms Below Grade	0 / 0	N/A / N/A		N/A / N/A		N/A / N/A	
Functional Utility	Typical	Similar		Similar		Similar	
Heating/Cooling	HtPmp C/Air	HtPmp C/Air		HtPmp C/Air		HtPmp C/Air	
Energy Efficient Items	Typical	Similar		Similar		Similar	
Garage/Carport	2 Car Driveway	2 Car Garage	-18,500	2 Car Garage	-18,500	2 Car Garage	-18,500
Porch/Patio/Deck	Porch	Porch,ScrnLanai		ScrnPorch	-1,500	Porch, Patio	
Fireplace	1 F/P	None		1 F/P		1 F/P	
Site Improvments	Fence, Sprnklr	Fence, Sprnklr		Sprnklr System	4,000	Fence, Sprnklr	
Other	AG Pool, Wrkshp	Yrd Bldg	13,300	None	15,300	None	15,300
Net Adjustment (Total)		☐ + ☒ -	$ 16,003	☒ + ☐ -	$ 8,560	☐ + ☒ -	$ 14,645
Adjusted Sale Price of Comparables		Net Adj. -5.8% Gross Adj. 15.5%	$ 258,997	Net Adj. 3.0% Gross Adj. 17.0%	$ 293,560	Net Adj. -5.1% Gross Adj. 15.8%	$ 272,255

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
Data source(s) Public records, PARMLS, Metro Market Trends
My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
Data source(s) Public records, PARMLS, Metro Market Trends
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	None within last 3 years.	None within 1 year of sale	None within 1 year of sale	None within 1 year of sale
Price of Prior Sale/Transfer	N/A	N/A	N/A	N/A
Data Source(s)	Public records	Public records	Public records	Public records
Effective Date of Data Source(s)	Current to date of value.	Current to date of value.	Current to date of value.	Current to date of value.

Analysis of prior sale or transfer history of the subject property and comparable sales N/A

Summary of Sales Comparison Approach. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 275,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 275,000 **Cost Approach (if developed) $** N/A **Income Approach (if developed) $** N/A

This is an appraisal in summary report format. Given the age of the subject improvements and extensive repair/remodel within the last four years, the most reliable indicator of current market value is the direct sales comparison approach.

This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: The appraisal is made of the subject "as-is." This assumes a reasonable marketing period of three to six months.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 275,000
as of February 6, 2018 **, which is the date of inspection and the effective date of this appraisal.**

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE ..... = $
Source of cost data	Dwelling Sq. Ft. @ $ ..... = $
Quality rating from cost service Effective date of cost data	Sq. Ft. @ $ ..... = $
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	
	Garage/Carport 0 Sq. Ft. @ $ ..... = $
	Total Estimate of Cost-New ..... = $
	Less 50 Physical / Functional / External Depreciation = $ ( )
	Depreciated Cost of Improvements ..... = $
	"As-is" Value of Site Improvements ..... = $
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH ..... = $

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

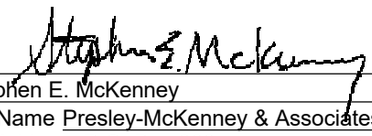
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

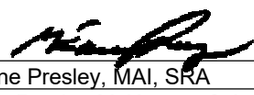
Signature 
Name Stephen E. McKenney
Company Name Presley-McKenney & Associates, Inc.
Company Address P.O. Box 329
Pensacola, Florida 32591
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature and Report 02/22/2018
Effective Date of Appraisal February 6, 2018
State Certification #
or State License # St. Reg. Trn. REA #RI8246
or Other (describe) State #
State FL
Expiration Date of Certification or License 11/30/2018

ADDRESS OF PROPERTY APPRAISED
9980 Bristol Park Road
Cantonment

APPRAISED VALUE OF SUBJECT PROPERTY $ 275,000

LENDER/CLIENT
Name Escambia County
Company Name Escambia County, Engineering Dept
Company Address 3363 W. Park Place
Pensacola, FL 32505
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
Name M. Eugene Presley, MAI, SRA
Company Name Presley-McKenney & Associates, Inc.
Company Address P.O. Box 329
Pensacola, Florida 32591
Telephone Number 850-916-7066
Email Address
Date of Signature 02/22/2018
State Certification # Cert Gen RZ 103
or State License #
State FL
Expiration Date of Certification or License 11/30/2018

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection October 2016

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection Various dates in February 2018

ADDENDUM

Borrower: N/A		File No.: 18030Z8
Property Address: 9980 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

Neighborhood Description
The subject neighborhood is at the northern edge of suburban growth of the urbanized areas of the City of Pensacola. With physical barriers to urban growth of Pensacola on the south, east, and west, the northern edge is the default area where any future growth will occur. The subject neighborhood includes established commercial development along US Highway 29 and most of Nine Mile Road. Commercial development and uses are increasing along Nine Mile Road, extending to the west of its intersection with Pine Forest Road. This commercial growth is in response to increasing residential subdivision development in the area over the last 10 to 25 years. Most residential development in this former agricultural-oriented band of the metropolitan area has occurred as branches from Nine Mile Road, Kingsfield Road, and Pine Forest Road.

Comments on Sales Comparison
The comparable properties all sold within ten months of the date of value. The sales bracket the subject for size. Although none of the sales have been recently remodeled, they all have a similar effective age as the subject, which we have estimated to be about ten years old.

The subject is considered to be overall inferior to Sale One with this sale requiring negative adjustments for size and the subject lacking the two-car garage which the comparable property has. This is somewhat offset by the subject's workshop conversion of the former garage and above-ground pool. Following all adjustments, this sale indicates a market value of about $259,000 for the subject property.

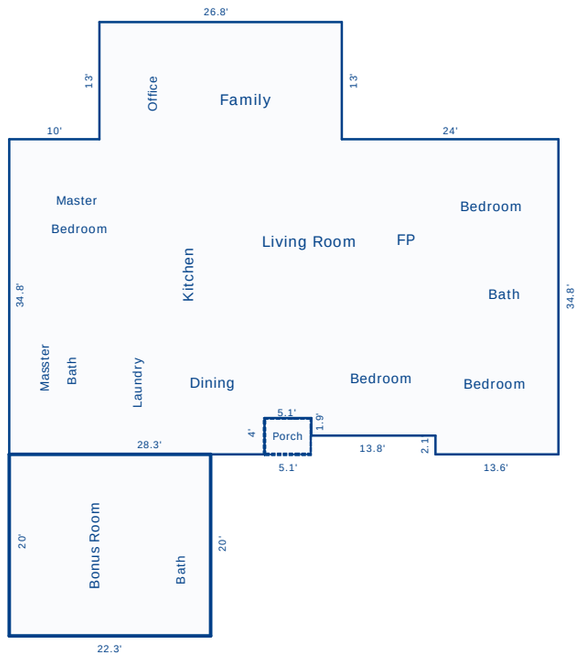
Sale Two, being smaller than the subject, requires an upward adjustment for size. As with Sale One, the subject's lack of a garage is almost offset by the workshop conversion and above-ground pool. Smaller adjustments are needed to account for the difference between the subject and comparable property for the half bathroom, screened porch, and fencing. Following all adjustments, this sale indicates a market value of about $293,560 for the subject property.

Sale Three is given a negative adjustment to account for the larger than typical percentage of closing costs paid by the seller in this transaction. Downward adjustments are also required for the subject's smaller size and lack of garage. Positive adjustment is made for the subject's workshop and above-ground pool. Following all adjustments, this sale indicates a market value of about $272,255 for the subject property.

Following all adjustments, the sales indicate a range from $258,997 to $293,560. With consideration to all available information and weight to each of the sales, it is our opinion that the market value of the subject property, as of the date of value, is $275,000.

FLOORPLAN SKETCH

Borrower: N/A | File No.: 18030Z8
Property Address: 9980 Bristol Park Road | Case No.: SEM
City: Cantonment | State: FL | Zip: 32533
Lender: Escambia County, Engineering Dept



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	2414.86	2414.86
GBA1	First Floor	446.00	446.00
P/P	Porch	20.40	20.40
	Net LIVABLE Area	(rounded)	2415
	Net BUILDING Area	(rounded)	446

LIVING/BUILDING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
4.0	x	28.3		113.20
13.0	x	26.8		348.40
2.1	x	13.6		28.56
1.9	x	27.4		52.06
30.8	x	60.8		1872.64
22.3	x	20.0		446.00
6 Items			(rounded)	2861

DIMENSION LIST ADDENDUM

Borrower: N/A | File No.: 18030Z8
Property Address: 9980 Bristol Park Road | Case No.: SEM
City: Cantonment | State: FL | Zip: 32533
Lender: Escambia County, Engineering Dept

GROSS BUILDING AREA (GBA)	446
GROSS LIVING AREA (GLA)	2,415

Area(s)	Area	% of GLA	% of GBA
Living	2,415		541.48
Level 1	2,415	100.00	541.48
Level 2	0	0.00	0.00
Level 3	0	0.00	0.00
Other	20	0.83	4.48
GBA			
Basement ☐	0		
Garage ☐	0		
☐			

Area Measurements					Area Type					
Measurements			Factor	Total	Level 1	Level 2	Level 3	Other	Bsmt.	Garage
28.30	x 4.00	x 1.00	=	113.20	X					
26.80	x 13.00	x 1.00	=	348.40	X					
13.60	x 2.10	x 1.00	=	28.56	X					
27.40	x 1.90	x 1.00	=	52.06	X					
60.80	x 30.80	x 1.00	=	1,872.64	X					

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 18030Z8
Property Address: 9980 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: February 6, 2018
Appraised Value: $ 275,000

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 18030Z8
Property Address: 9980 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

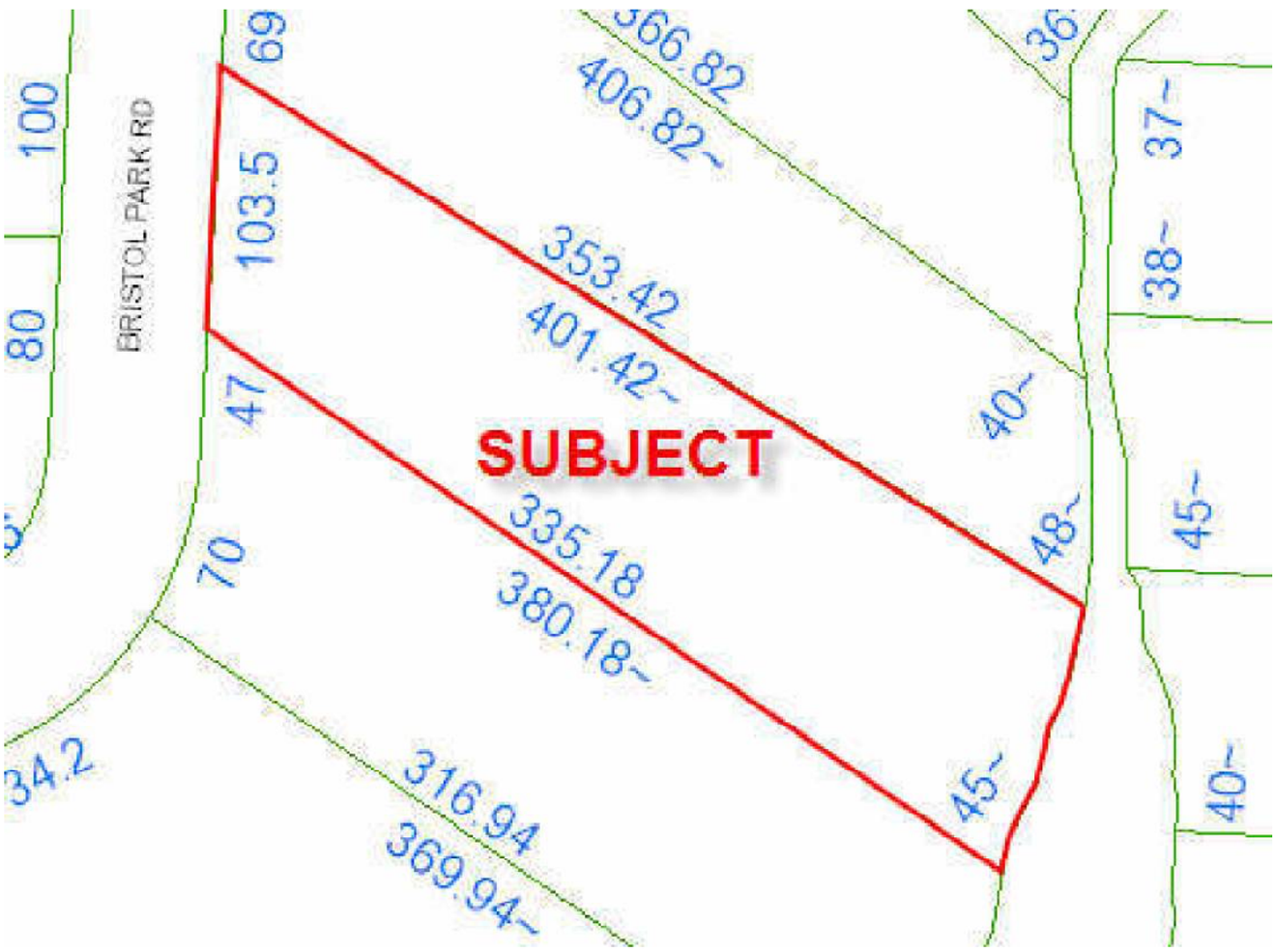
Living Room

Kitchen

Workshop

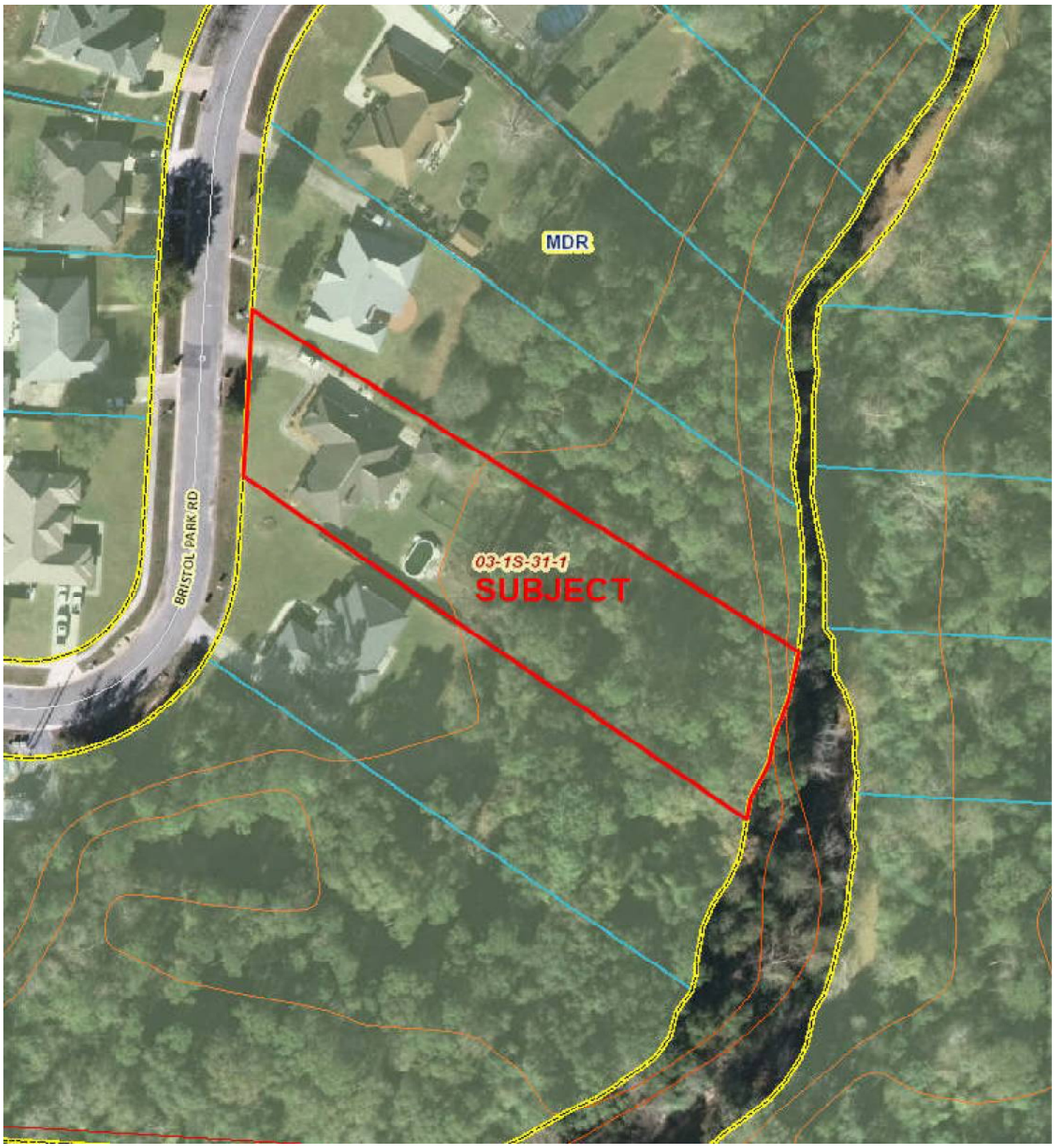
PLAT MAP

Borrower: N/A		File No.: 18030Z8
Property Address: 9980 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



AERIAL PHOTOGRAPH

Borrower: N/A		File No.: 18030Z8
Property Address: 9980 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 18030Z8
Property Address: 9980 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

COMPARABLE SALE #1

1795 Brightleaf Circle
Cantonment, FL 32533
Sale Date: 04/27/2017
Sale Price: $ 275,000

COMPARABLE SALE #2

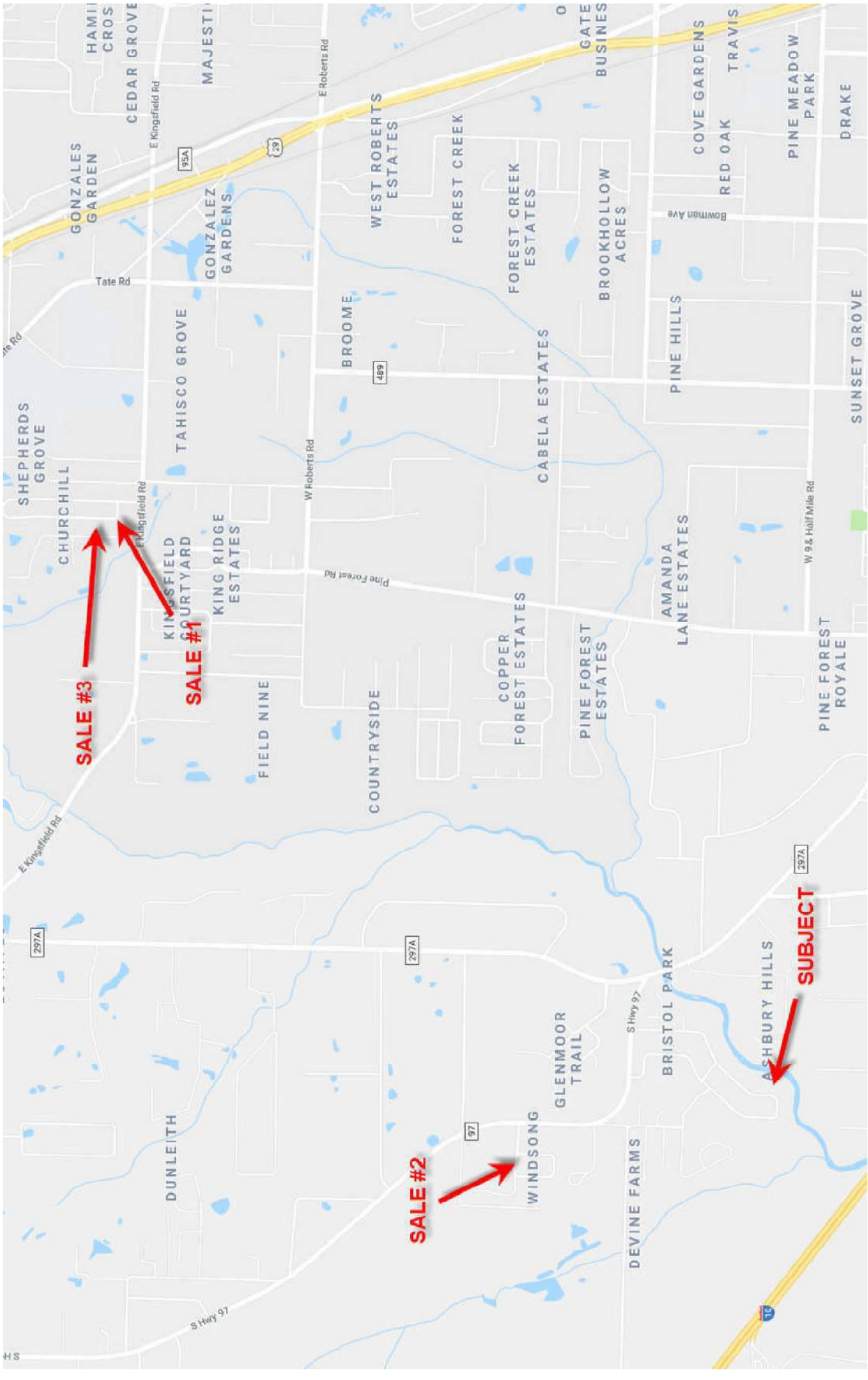
2928 Sundance Lane
Cantonment, FL 32533
Sale Date: 04/26/2017
Sale Price: $ 285,000

COMPARABLE SALE #3

1777 Brightleaf Circle
Cantonment, FL 32533
Sale Date: 08/30/2017
Sale Price: $ 286,900

LOCATION MAP

Borrower: N/A		File No.: 18030Z8
Property Address: 9980 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



SEM
File No. 18030Z8

USPAP ADDENDUM

Borrower: N/A
Property Address: 9980 Bristol Park Road
City: Cantonment County: Escambia State: FL Zip Code: 32533
Lender: Escambia County, Engineering Dept

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90-180 days.

Exposure time is the estimated length of time that the proeprty interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective opinion based on an analysis of past events that assumes a competitive and open market. The appraiser has determined that the subject property would have to be exposed for three to six months on the open market of the effective date of this appraisal, at the appraised market value.

Additional Certifications

☐ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☒ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

We previously appraised this property in October 2016 with Escambia County as our client.

Additional Comments

Stephen McKenney, Florida State Registered Real Estate Trainee Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification. This assistance included visiting the subject property; researching the market area, subject property, and market trends; analyzing the market and comparable properties; and reporting of descriptions, research, and analysis.

APPRAISER:

Signature: Stephen E. McKenney
Name: Stephen E. McKenney
Date Signed: 02/22/2018
State Certification #:
or State License #: St. Reg. Trn. REA #RI8246
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Effective Date of Appraisal: February 6, 2018

SUPERVISORY APPRAISER (only if required):

Signature:
Name: M. Eugene Presley, MAI, SRA
Date Signed: 02/22/2018
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Supervisory Appraiser inspection of Subject Property:
☐ Did Not ☐ Exterior-only from street ☒ Interior and Exterior

RESIDENTIAL APPRAISAL REPORT

File No.: A8067592

SUBJECT

Property Address: 9980 Bristol Park Rd | City: Cantonment | State: FL | Zip Code: 32533
County: Escambia | Legal Description: LT 13 BLK C BRISTOL PARK UNIT II PB 14 P 20 OR 5471 P 584
Assessor's Parcel #: 031S311500013003
Tax Year: 2017 | R.E. Taxes: $ 1,251 | Special Assessments: $ 125 | Borrower (if applicable): James A Riddell & Sandra K Riddell
Current Owner of Record: James A & Sandra K Riddell | Occupant: [X] Owner [ ] Tenant [ ] Vacant | [ ] Manufactured Housing
Project Type: [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe) | HOA: $ 0 [ ] per year [ ] per month
Market Area Name: Bristol Park | Map Reference: 37860 | Census Tract: 0036.12

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: [X] Market Value (as defined), or [ ] other type of value (describe)
This report reflects the following value (if not Current, see comments): [X] Current (the Inspection Date is the Effective Date) [ ] Retrospective [ ] Prospective
Approaches developed for this appraisal: [X] Sales Comparison Approach [ ] Cost Approach [ ] Income Approach (See Reconciliation Comments and Scope of Work)
Property Rights Appraised: [X] Fee Simple [ ] Leasehold [ ] Leased Fee [ ] Other (describe)
Intended Use: To establish a Market Value as of 06/26/2018

Intended User(s) (by name or type): James A Riddell
Client: James A Riddell | Address: 9980 Bristol Park Rd, Cantonment, FL 32533
Appraiser: Diana F McRory, MAA | Address: 2400 Farris Avenue, Pensacola, FL 32526

MARKET AREA DESCRIPTION

Location:	[ ] Urban	[X] Suburban	[ ] Rural	**Predominant Occupancy**	**One-Unit Housing**			**Present Land Use**		**Change in Land Use**	
Built up:	[ ] Over 75%	[X] 25-75%	[ ] Under 25%		PRICE $(000)		AGE (yrs)	One-Unit	60 %	[X] Not Likely	
Growth rate:	[ ] Rapid	[X] Stable	[ ] Slow	[X] Owner				2-4 Unit	%	[ ] Likely *	[ ] In Process *
Property values:	[ ] Increasing	[X] Stable	[ ] Declining	[ ] Tenant	150	Low	3	Multi-Unit	%	* To:	
Demand/supply:	[ ] Shortage	[X] In Balance	[ ] Over Supply	[X] Vacant (0-5%)	475	High	50	Comm'l	%		
Marketing time:	[ ] Under 3 Mos.	[X] 3-6 Mos.	[ ] Over 6 Mos.	[ ] Vacant (>5%)	310	Pred	20	Vacant	40 %		

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Market Area Boundaries: Kingsfield Road to the North, Stefani Road to the East, Mobile Hwy to the South and Beulah Road to the West.

This is an established residential area with homes typically selling within the marketing time indicated above. Special Assessment of $125 is for Fire Protection and not included in real estate taxes, but is collected with them.

SITE DESCRIPTION

Dimensions: 103x401x103x335 | Site Area: 16,553 sf
Zoning Classification: MDR | Description: Medium Density Residential
Zoning Compliance: [X] Legal [ ] Legal nonconforming (grandfathered) [ ] Illegal [ ] No zoning
Are CC&Rs applicable? [ ] Yes [X] No [ ] Unknown | Have the documents been reviewed? [ ] Yes [X] No | Ground Rent (if applicable) $ /
Highest & Best Use as improved: [X] Present use, or [ ] Other use (explain)
Actual Use as of Effective Date: Residential 06/27/2018 | Use as appraised in this report: Single Family Residential
Summary of Highest & Best Use: The subject is located in a developed subdivision and its highest and best use is residential.

Utilities	Public	Other	Provider/Description
Electricity	[X]	[ ]	Public
Gas	[X]	[ ]	Public
Water	[X]	[ ]	Public
Sanitary Sewer	[X]	[ ]	Public
Storm Sewer	[X]	[ ]	Public

Off-site Improvements	Type	Public	Private
Street	Asphalt	[X]	[ ]
Curb/Gutter	Concrete	[X]	[ ]
Sidewalk	Concrete	[X]	[ ]
Street Lights	Yes	[ ]	[X]
Alley	None	[ ]	[ ]

Topography	Level Above Grade
Size	Typical
Shape	Irregular
Drainage	Appears Adequate
View	Residential

Other site elements: [X] Inside Lot [ ] Corner Lot [ ] Cul de Sac [ ] Underground Utilities [ ] Other (describe)
FEMA Spec'l Flood Hazard Area [X] Yes [ ] No | FEMA Flood Zone AE | FEMA Map # 12033C0290G | FEMA Map Date 09/29/2006
Site Comments: This is a typical site for the neighborhood. No Adverse Environmental Conditions Were Observed At The Time Of Inspection, and the extraordinary assumption is made that no environmental conditions exist that would adversely affect the property.

DESCRIPTION OF THE IMPROVEMENTS

General Description		**Exterior Description**		**Foundation**		**Basement** [X] None		**Heating**	ForcedWmAir
# of Units	1 [ ] Acc.Unit	Foundation	Concrete	Slab	Concrete	Area Sq. Ft.		Type	Concrete
# of Stories	1	Exterior Walls	BV	Crawl Space	None	% Finished		Fuel	Electric
Type [X] Det. [ ] Att. [ ]		Roof Surface	CompShngl	Basement	None	Ceiling			
Design (Style)	Traditional	Gutters & Dwnspts.	Aluminum	Sump Pump	[ ]	Walls		**Cooling**	Forced Air
[X] Existing [ ] Proposed [ ] Und.Cons.		Window Type	SHDPANE	Dampness	[ ]	Floor		Central	X
Actual Age (Yrs.)	24	Storm/Screens	Screens	Settlement	None Obsv	Outside Entry		Other	
Effective Age (Yrs.)	8			Infestation	None Obsv				

Interior Description		**Appliances**		**Attic** [ ] None		**Amenities**		**Car Storage** [ ] None	
Floors	Cpt,Tile,Laminate Wood	Refrigerator	[ ]	Stairs	[ ]	Fireplace(s) #	1	Garage # of cars	(1 Tot.)
Walls	DW	Range/Oven	[X]	Drop Stair	[ ]	Patio	Open	Attach.	None
Trim/Finish	Average	Disposal	[X]	Scuttle	[X]	Deck	None	Detach.	1 1C/Det
Bath Floor	Tile	Dishwasher	[X]	Doorway	[ ]	Porch	Covered	Blt.-In	None
Bath Wainscot	Tile,Fiberglass	Fan/Hood	[ ]	Floor	[ ]	Fence	Wood	Carport	None
Doors	Average	Microwave	[X]	Heated	[ ]	Pool	None	Driveway	Open
		Washer/Dryer	[ ]	Finished	[ ]	Woodstove(s) #	0	Surface	Concrete

Finished area **above** grade contains: 9 Rooms | 5 Bedrooms | 3 Bath(s) | 2,876 Square Feet of Gross Living Area Above Grade
Additional features: Covered front entry, rear patio, detached garage/hobby room with bath, raised ceilings with plant ledges, tankless hot water heater, granite counter tops, separate shower and tub in master bath.
Describe the condition of the property (including physical, functional and external obsolescence): No inadequacies were observed at the time of inspection. No Functional or External Obsolescence observed. Note: The subject was in a flood area of Escambia County and flooded in 2014 within a foot of the ceiling. Therefore, all the wiring, plumbing, sheetrock, flooring, cabinets, appliances, fixtures, etc was replaced in 2014.

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RESIDENTIAL APPRAISAL REPORT

File No.: A8067592

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): MLS,Escambia County Property Appraiser.

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: Sales and Transfer transactions found on the subject in the last three years are listed above. No other transactions were found on the subject property in the past three years. Sales and Transfer transactions found on the Comparables in the past year are listed above. No other transactions were found on the comparables in past year.
Date:	
Price:	
Source(s):	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH TO VALUE (if developed) ☐ The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	9980 Bristol Park Rd Cantonment, FL 32533	9321 Bell Ridge Dr Pensacola, FL 32526		1272 Solomon Cir Cantonment, FL 32533		204 Newberry St Cantonment, FL 32533	
Proximity to Subject		1.88 miles SW		2.23 miles NE		1.95 miles E	
Sale Price	$ 0		$ 309,000		$ 290,000		$ 296,000
Sale Price/GLA	$ /sq.ft.	$ 131.49 /sq.ft.		$ 104.96 /sq.ft.		$ 115.85 /sq.ft.	
Data Source(s)	Insp. 06/2018	MLS 526855		MLS, 527154;DOM 81		MLS 519521	
Verification Source(s)	On Site Insp.	MLS/EscCntyPropertyAppraiser		MLS/EscCntyPropertyAppraiser		MLS/EscCntyPropertyAppraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.
Sales or Financing	0	Cash		Conventional		VA	
Concessions	0	0		0		0	
Date of Sale/Time	0	06/15/2018		03/16/2018		08/08/2017	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Bristol Park	Beulah		Residential	+5,000	Residential	
Site	16,553 sf	26,549 sqft	0	19166 sf	0	14985 sf	0
View	Residential	Residential		Residential		Residential	
Design (Style)	Traditional	Traditional		Traditional		Traditional	
Quality of Construction	Average	Average		Average		Average	
Age	24	23	0	17	0	19	0
Condition	Average	Updated	-10,000	Average		Updated	-6,000
Above Grade Room Count (Total / Bdrms / Baths)	9 / 5 / 3	6 / 3 / 2.1	+3,000	8 / 4 / 2.1	+3,000	7 / 5 / 3	
Gross Living Area	2,876 sq.ft.	2,350 sq.ft.	+15,800	2,763 sq.ft.	+3,400	2,555 sq.ft.	+9,600
Basement & Finished Rooms Below Grade	0sf	None None		0sf		0sf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Central	Central		Central		Central	
Energy Efficient Items	Average	Average		Average		Average	
Garage/Carport	1 C/Garage/Bath	2 C/Garage	-2,000	2 C/Garage	-2,000	2 C/Garage	-2,000
Porch/Patio/Deck	CovEntry,Patio	CovP,LgScP,Dk	-6,000	CovP,LgCP,Patio	-5,000	CovP,CovP,Patio	-3,000
Fireplace:	FP	FP,12x17Stg.Bldg.	-1,000	None	+4,000	FP	
Other:	None	699sf Studio	-10,000	StgBldg	-200	Det Workshop	-1,000
Site Improvements:	Average	Average		Average		Average	
Net Adjustment (Total)		☐ + ☒ -	$ -10,200	☒ + ☐ -	$ 8,200	☐ + ☒ -	$ -2,400
Adjusted Sale Price of Comparables			$ 298,800		$ 298,200		$ 293,600

Summary of Sales Comparison Approach: All of the comparables are located in competing neighborhoods on similar sites. Comps are simiar in age and and sf, similar in condition and quality.

#1 is a very recent sale adjusted for costly interior updates, sf and a studio. #2 is in the market area, the most similar in sf, adjusted for less costly location and large rear porch. #3 is an older sale, adjusted for more costly updates, sf and smaller car storage.

After adjustments for dissimilarities these are good market alternatives for the subject property. The subject house is typical in size, style and design to other homes in the area.

Indicated Value by Sales Comparison Approach $ 296,600

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RESIDENTIAL APPRAISAL REPORT

File No.: A8067592

COST APPROACH

COST APPROACH TO VALUE (if developed) ☒ The Cost Approach was not developed for this appraisal.

Provide adequate information for replication of the following cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): MLS, Escambia County Property Appraiser.

Land comparables were taken from the subject neighborhood. MLS sales and Escambia County records support the final opinion of site value.

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data:

Quality rating from cost service: Effective date of cost data:

Comments on Cost Approach (gross living area calculations, depreciation, etc.):

OPINION OF SITE VALUE			=$
DWELLING	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
			=$
Garage/Carport	Sq.Ft. @ $		=$
Total Estimate of Cost-New			=$
Less Depreciation	Physical	Functional	External =$( )
Depreciated Cost of Improvements			=$
"As-is" Value of Site Improvements			=$
			=$
			=$
INDICATED VALUE BY COST APPROACH			**=$**

Estimated Remaining Economic Life (if required): 55 Years

INCOME APPROACH

INCOME APPROACH TO VALUE (if developed) ☒ The Income Approach was not developed for this appraisal.

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ **Indicated Value by Income Approach**

Summary of Income Approach (including support for market rent and GRM):

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 296,600 **Cost Approach (if developed) $** **Income Approach (if developed) $**

Final Reconciliation The Sales Comparison Approach best reflects current market conditions in the subjects market area. The Cost Approach was not developed as it is no longer required by Fannie Mae. The Income Approach was not developed as the subject is located in an area of primarily owner occupied single family homes, nor was it ordered. Neither is required for this to be a credible report.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:

☒ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 296,600 **, as of:** 06/27/2018 **, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.**

ATTACHMENTS

A true and complete copy of this report contains 14 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

☒ Scope of Work	☒ Limiting Cond./Certifications	☐ Narrative Addendum	☒ Photograph Addenda	☒ Sketch Addendum
☒ Map Addenda	☒ Additional Sales	☐ Cost Addendum	☐ Flood Addendum	☐ Manuf. House Addendum
☒ Hypothetical Conditions	☒ Extraordinary Assumptions	☐	☐	☐

SIGNATURES

Client Contact: James A Riddell Client Name: James A Riddell

E-Mail: jarshrink@bellsouth.net Address: 9980 Bristol Park Rd, Cantonment, FL 32533

APPRAISER

Diana F. McRory

Appraiser Name: Diana F McRory, MAA

Company: McRory Appraisal Service, Inc.

Phone: (850) 232-3604 Fax:

E-Mail: mcroryappraisals@gmail.com

Date of Report (Signature): 07/02/2018

License or Certification #: RD2105 State: FL

Designation: St. Certified Residential Appraiser

Expiration Date of License or Certification: 11/30/2018

Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection: 06/27/2018

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date of Report (Signature):

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection:

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Assumptions, Limiting Conditions & Scope of Work

File No.: A8067592

Property Address:	9980 Bristol Park Rd	City:	Cantonment	State:	FL	Zip Code:	32533
Client:	James A Riddell	Address:	9980 Bristol Park Rd, Cantonment, FL 32533				
Appraiser:	Diana F McRory, MAA	Address:	2400 Farris Ave, Pensacola, FL 32526-8963				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

– The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

– The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

– If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

– The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

– If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.

– The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

– The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

– The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

– If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

– An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser–client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

– The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

– An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non–invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

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Certifications

File No.: A8067592

Property Address:	9980 Bristol Park Rd	City: Cantonment	State: FL	Zip Code:	32533
Client:	James A Riddell	Address:	9980 Bristol Park Rd, Cantonment, FL 32533		
Appraiser:	Diana F McRory, MAA	Address:	2400 Farris Ave, Pensacola, FL 32526-8963		

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

– The statements of fact contained in this report are true and correct.

– The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

– I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

– Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

– I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

– My engagement in this assignment was not contingent upon developing or reporting predetermined results.

– My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

– My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

– I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.

– Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

– Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised and acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*** This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.**

SIGNATURES

Client Contact:	James A Riddell	Client Name:	James A Riddell
E-Mail:	jarshrink@belllsouth.net	Address:	9980 Bristol Park Rd, Cantonment, FL 32533

APPRAISER

Diana D. McRory

Appraiser Name:	Diana F McRory, MAA
Company:	McRory Appraisal Service, Inc.
Phone:	(850) 232-3604
Fax:	
E-Mail:	mcroryappraisals@gmail.com
Date Report Signed:	07/02/2018
License or Certification #:	RD2105
State:	FL
Designation:	St. Certified Residential Appraiser
Expiration Date of License or Certification:	11/30/2018
Inspection of Subject:	☒ Interior & Exterior ☐ Exterior Only ☐ None
Date of Inspection:	06/27/2018

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:	
Company:	
Phone:	
Fax:	
E-Mail:	
Date Report Signed:	
License or Certification #:	
State:	
Designation:	
Expiration Date of License or Certification:	
Inspection of Subject:	☐ Interior & Exterior ☐ Exterior Only ☐ None
Date of Inspection:	

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Supplemental Addendum

File No. A8067592

Borrower	James A Riddell & Sandra K Riddell						
Property Address	9980 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Lender/Client							

ADDITIONAL COMMENTS:

FLOOD ZONE COMMENT: The FEMA Flood Insurance Rate Map does not provide sufficient detail for a precise determination of the subject's Special Flood Hazard Area. A Flood Certification is recommended for a precise determination.

PROPERTY INSPECTION COMMENT: Mechanical systems and septic tanks are assumed to be functioning properly unless otherwise stated in this report. Inspection of these systems is not the responsibility of your appraiser. Your appraiser is not a home inspector and it is recommended that the user of this report obtain an inspection by a competent licensed home inspector or contractor to determine the condition and working order of mechanical systems and septic tanks.

PERSONAL PROPERTY: Refrigerators, washers, dryers, portable microwaves, furniture, yard buildings, above ground pools, and hot tubs/spas which are not permanently affixed are considered personal property and are given no consideration for value.

PHOTOGRAPH CERTIFICATION-The photographs used in this appraisal report are digital photos utilizing photo imaging technology. They are a representation of the subject property and the comparable sales utilized in this report. Although the photographs may have been enhanced during the finishing process, no alterations were made to the images which would misrepresent the appearance of the subject property or comparables.

DIGITAL SIGNATURE-The signature affixed to this appraisal is a digital signature of the appraiser signing the report. It is a true representation of that appraiser's signature, was prepared by a reputable company in the business of digital signatures, and is password protected to the appraiser.

PROPERTY TAXES used in this appraisal report are actually taxes being assessed on the property from the County Tax Collectors office for the tax year specified. They do not represent the amount of taxes for the upcoming or future years that the owner of the property will be assessed. Each time that a property changes ownership the Tax Collectors Office does a reassessment of the particular property and a new assessment is levied.

EXPOSURE TIME: Under current market conditions, the reasonable exposure time for the subject property is approximately zero to three months. This is based on the analyses of current market trends in the general area and takes into account the size, condition and price range of the subject property and surrounding area. It presupposes that the listed price would be at or near the appraised value

GAS AND OIL LEASE: There are no known hazards, nuisances or damage resulting from mineral reservations referenced on the title. Equally, there are no infringement on the subject property rights of the fee owner caused by the rights granted by the reservation. This is typical for residential property in the market area of subject.

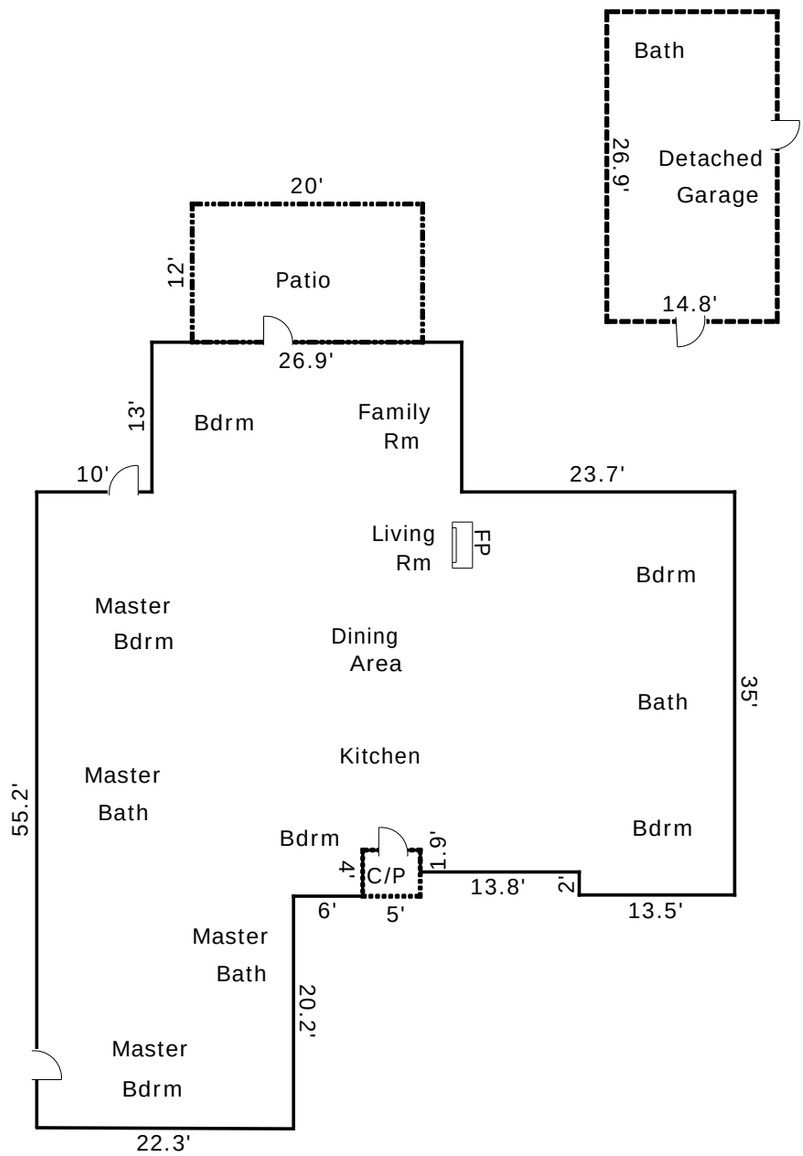
METHODOLOGIES: Utilized to derive adjustments for the referenced property were a combination of paired sales and knowledge of the overall market and comparables. Having appraised in this area for the past 28 years, working with Builders (and builders cost) in addition to the market trends in features and cost of features to the market value of improvements, the adjustments are reasonable in the report.

SIX MONTHS: The comparable sales as shown which were in excess of six months old were utilized due to their vary close similarity to the subject property. More recent comparable property sales were not available in the immediate subject area, and, as a result, the older sales were utilized because they were either considered very similar to the subject and excellent value indicators or they were simply the most recent sales found in the immediate area. I do not feel that the utilization of these sales will weaken the market approach as shown in the appraisal report.

ONE MILE: Please be advised that the sales as utilized herein, which were over one mile in distance from the subject, were utilized because they were the best comparables found for valuing the subject property. Obviously the appraiser has endeavored to find sales nearer to the subject

Building Sketch

Borrower	James A Riddell & Sandra K Riddell						
Property Address	9980 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Lender/Client							



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		**Calculation Details**		
First Floor	2875.77 Sq ft	26.9 × 13	=	349.7
		60.6 × 31.1	=	1884.66
		4 × 6	=	24
		22.3 × 24.1	=	537.43
		0.5 × 22.3 × 0.1	=	1.12
		3.9 × 13.5	=	52.65
		13.8 × 1.9	=	26.22
Total Living Area (Rounded):	**2876 Sq ft**			
Non-living Area				
1 Car Detached	398.12 Sq ft	26.9 × 14.8	=	398.12
Open Patio	240 Sq ft	20 × 12	=	240
Covered Porch	20 Sq ft	4 × 5	=	20

Subject Photo Page

Borrower	James A Riddell & Sandra K Riddell						
Property Address	9980 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Lender/Client							

Subject Front

9980 Bristol Park Rd

Sales Price	0
Gross Living Area	2,876
Total Rooms	9
Total Bedrooms	5
Total Bathrooms	3
Location	Bristol Park
View	Residential
Site	16,553 sf
Quality	Average
Age	24

Subject Rear

Subject Street

Photograph Addendum

Borrower	James A Riddell & Sandra K Riddell						
Property Address	9980 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Lender/Client							

Left Side

Right Side

Det Workshop with Bath

Living Room

Study

Dining Room

Breakfast Area

Kitchen

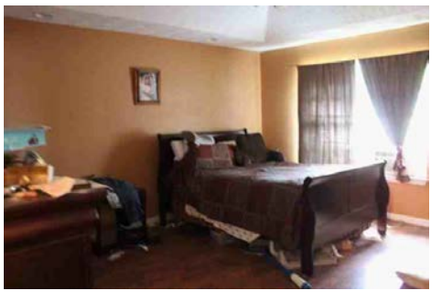
Kitchen

Bedroom

Bath

Bedroom

Bath



Bedroom

Bath

Comparable Photo Page

Borrower	James A Riddell & Sandra K Riddell						
Property Address	9980 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Lender/Client							

Comparable 1

9321 Bell Ridge Dr

Proxy. to Subject	1.88 miles SW
Sales Price	309,000
Gross Living Area	2,350
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.1
Location	Beulah
View	Residential
Site	26,549 sqft
Quality	Average
Age	23

MLS PHOTO

Comparable 2

1272 Solomon Cir

Prox. to Subject	2.23 miles NE
Sales Price	290,000
Gross Living Area	2,763
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2.1
Location	Residential
View	Residential
Site	19166 sf
Quality	Average
Age	17

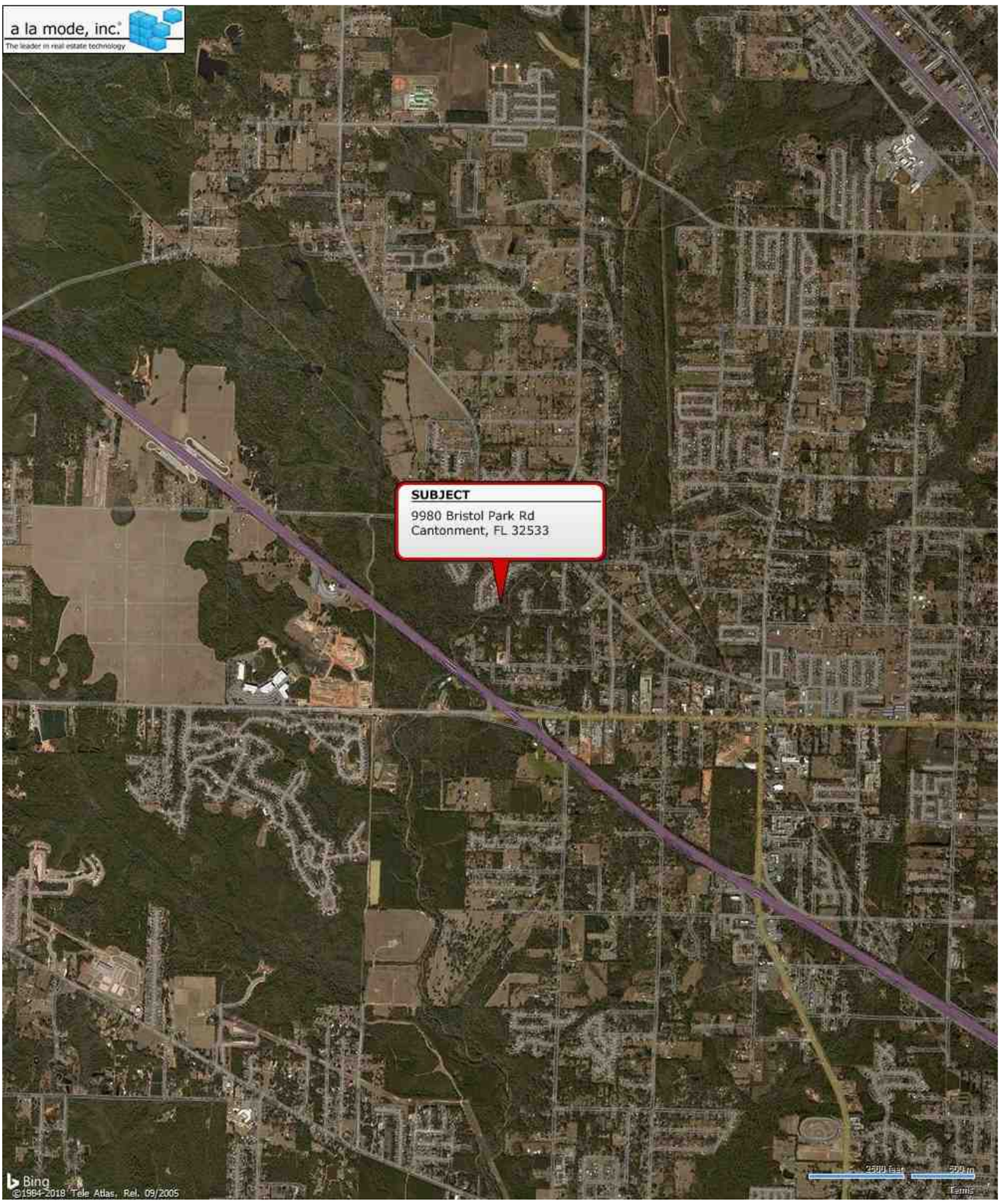
Comparable 3

204 Newberry St

Prox. to Subject	1.95 miles E
Sales Price	296,000
Gross Living Area	2,555
Total Rooms	7
Total Bedrooms	5
Total Bathrooms	3
Location	Residential
View	Residential
Site	14985 sf
Quality	Average
Age	19

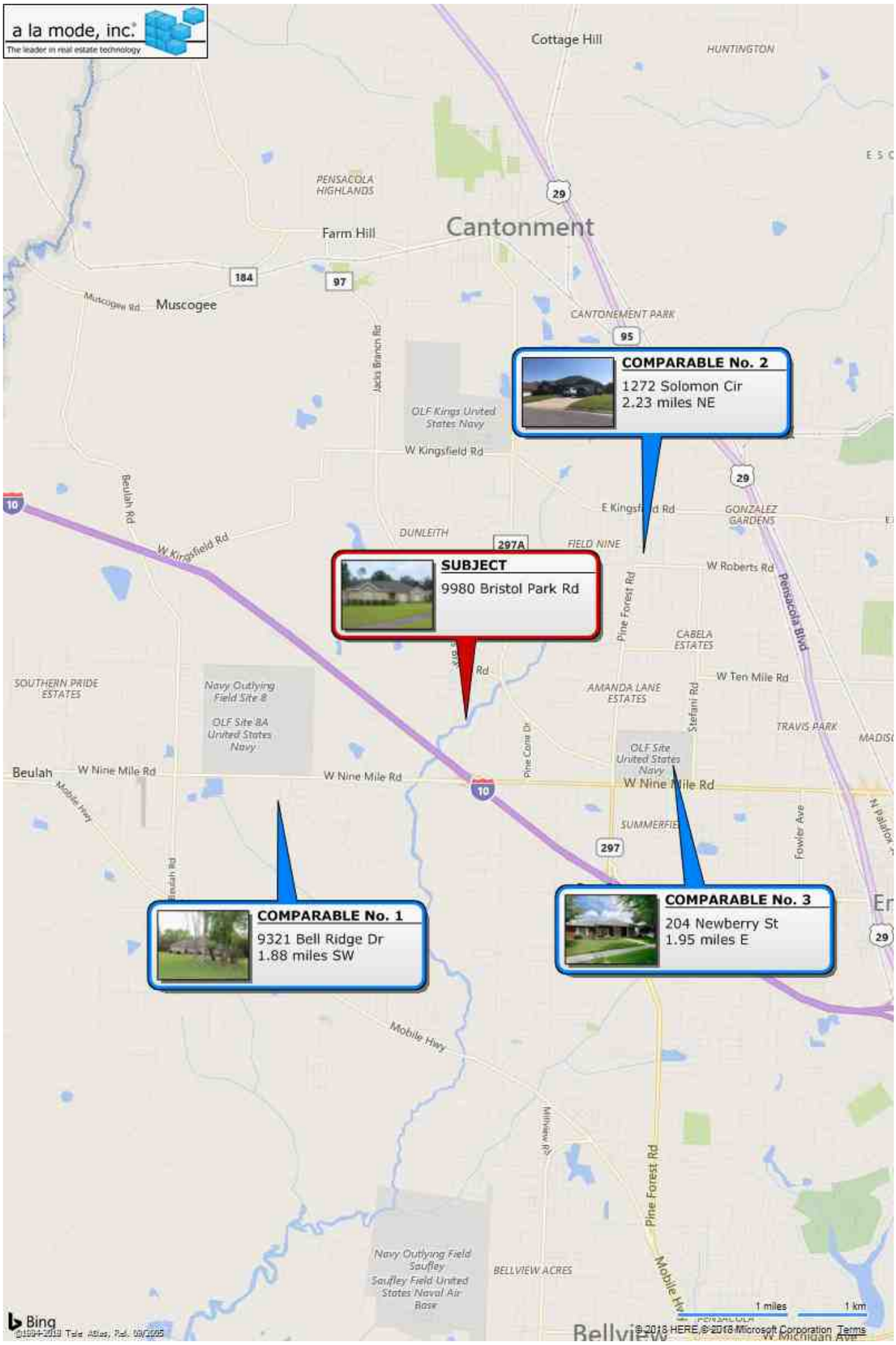
Aerial Map

Borrower	James A Riddell & Sandra K Riddell						
Property Address	9980 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Lender/Client							



Location Map

Borrower	James A Riddell & Sandra K Riddell						
Property Address	9980 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Lender/Client							



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RD2105

The CERTIFIED RESIDENTIAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

MCRORY, DIANA F
2400 FARRIS AVENUE
PENSACOLA FL 32526

ISSUED: 11/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611070001312

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

   A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

   B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);

   C. Request modified Grant Agreement, allowing use of funds for purposes of construction;

   D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;

   E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and

   F. Authorize staff to prepare contracts for consideration and final approval by the Board.

   Approved 5-0, Items A through F

   Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board either approve or deny:

   A. The purchase of real property, located at 9980 Bristol Park Road, for the Bristol Park - Ashbury Hills Area Project, from James and Sandra Riddell, for the average of the County's appraised value of $257,000, and the owner's provided appraisal of $275,000, which equals $266,000;

   B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.88 acres), located at 9980 Bristol Park Road, from James and Sandra Riddell, and to bring the executed Contract back before the Board; 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, if the purchase is approved.

   (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595)

   Approved 5-0, Items A-C

3. Recommendation: That the Board authorize and direct staff to obtain appraisals, environmental site assessments, surveys, and title insurance commitments, and to complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in accordance with Board of County Commissioners Policy, dated June 2, 2011, regarding Real Property Acquisitions, in anticipation of purchasing real property (with no improvements); the parcel, located at 14777 Perdido Key Drive and owned by Fred Donham, could be utilized by the public for additional beach access (funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances, are available in Funding Source: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Transportation and Drainage [T&D] LOST).

   Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14496 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/02/2018
Issue: Acquisition of Real Property Located at 10010 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 10010 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board either approve, by super majority vote, or deny the following action:

A. Authorize the purchase of real property located at 10010 Bristol Park Road from Emory G. and Dana Jo Shelley, for the Bristol Park - Ashbury Hills Area Project for $329,000, which is the average of the County's appraised value of $320,000 and the owner's provided appraisal of $338,000;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.77 acres) located at 10010 Bristol Park Road, from Emory G. and Dana Jo Shelley, and to bring the executed Contract back before the Board; 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 (if the purchase is approved).

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

This Property is located in Commission District 5.

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

According to the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet, the property owners can appeal the county's appraisal if they believe it is not adequate. The appeal process does include a second appraisal of their home at the property owner's expense. The county will then split the difference of the initial appraisal and second appraisal to determine the fair market value of the property, after which the county may make another offer.

Mr. and Mrs. Shelley are willing to sell their property, located at 10010 Bristol Park Road, in Bristol Park Subdivision, along Eleven Mile Creek. Per county policy, Escambia County staff had two appraisals performed on this property, which valued the property at $320,000 and at $285,000. The property owners have provided their own appraisal, which revealed a value of $338,000.

The Shelleys have appealed, with a request to average the county's highest appraisal of $320,000 and their appraisal of $338,000, for a proposed purchase amount of $329,000.

Funds spent toward this project, and in accordance with the guidelines, are eligible for reimbursement.

BUDGETARY IMPACT:

Funding is available in Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent toward this project are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be 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

Shelley - Response to Offer
Aerial Map
Appraisal - Lowery
Appraisal - McKenney
Appriasal - Owner Provided
BCC Dec 8 meeting

Emory and Dana Shelley
10010 Bristol Park Road
Cantonment, FL 32533
danajshelley@gmail.com
850-368-5010

July 12, 2018

Ms. Stacey S. Ward
Escambia County
3363 West Park Place
Pensacola, FL 32505

Dear Stacey,

This letter is in reference to the property located at 10010 Bristol Park Road, Cantonment, FL 32533.

We have obtained a current appraisal on our property, which I have attached for your review. The appraisal values our property at $338,000. Including this appraisal, we have the following 3 appraisals to consider:

January 17, 2018 (County Obtained)	$320,000
February 13, 2018 (County Obtained)	$285,000
July 10, 2018 (Private)	$338,000

When we review the first two appraisals taken roughly one month apart, the difference is $35,000. The second appraisal is significantly lower than the first appraisal.
We feel the difference in these appraisals taken only one month apart makes the lower appraisal unreliable.

We are willing to take the average of the top two appraisals of $320,000 and $338,000—which would put the selling price at $329,000. We also would like to take our refrigerator and washer/dryer.

Please let me know when this proposal will appear in front of the County Commissioner's for consideration.

Thank you for all your help in this matter. Please feel free to call if you have any questions.

Sincerely,

Emory and Dana Shelley

Bristol Park - Ashbury Hills

ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5

10010 Bristol Park Road

AI Reports™
Form 100.04

Client File #:		Appraisal File #:	RL18007X-E

Summary Appraisal Report • Residential

Appraisal Company: Fruitticher Lowery Appraisal Group		
Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504		
Phone: (850) 477-0419	Fax:	Website:

Appraiser: Rodger K. Lowery, MAI	Co-Appraiser:
AI Membership (if any): ☐ SRA ☒ MAI ☐ SRPA	AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA
AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate	AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate
Other Professional Affiliation:	Other Professional Affiliation:
E-mail: rlowery@Flag1.Net	E-mail:

Client: Escambia County Contact: Ms. Kara Johnson
Address: 3363 West Park Place, Pensacola, Fl 32505
Phone: 850-595-1882 Fax: E-mail:

SUBJECT PROPERTY IDENTIFICATION

Address: 10010 Bristol Park Rd
City: Cantonment County: Escambia State: FL ZIP: 32533
Legal Description: Lot 10, Block C, Bristol Park Unit II (OR Book 7408/PG 1903)
Tax Parcel #: 03-1S-31-1500-010-003 RE Taxes: 2,644.33 Tax Year: 2017
Use of the Real Estate As of the Date of Value: Single Family Residential
Use of the Real Estate Reflected in the Appraisal: Single Family Residential
Opinion of highest and best use (if required): Single Family Residential

SUBJECT PROPERTY HISTORY

Owner of Record: Emory G. & Dana Jo Shelley

Description and analysis of sales within 3 years (minimum) prior to effective date of value: According to the Escambia County Property Appraiser's Office, the subject property was purchased on 09/17/2015 for $245,500.

Description and analysis of agreements of sale (contracts), listings, and options: None noted.

RECONCILIATIONS AND CONCLUSIONS

Indication of Value by Sales Comparison Approach	$ 320,000
Indication of Value by Cost Approach	$
Indication of Value by Income Approach	$ N/A

Final Reconciliation of the Methods and Approaches to Value: The Sales Comparison Approach is most reflective of buyer thinking. The Cost Approach was eliminated due to the current housing market where costs are commonly higher than actual market values. The Income Approach was deemed not necessary as most units in this project are owner occupied. The sales comparison approach indicates a market value for the subject property at $320,000 as of January 17, 2018.

Opinion of Value as of: 01/17/2018	**$ 320,000**

Exposure Time: 3-6 Months

The above opinion is subject to: ☐ Hypothetical Conditions and/or ☒ Extraordinary Assumptions cited on the following page.

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Client:	Escambia County	Client File #:	
Subject Property:	10010 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

ASSIGNMENT PARAMETERS

Intended User(s): Escambia County

Intended Use: Establish market value for acquisition purposes.

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: Market Value **Effective Date of Value:** 01/17/2018

Interest Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other

Hypothetical Conditions: **(A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.)** None

Extraordinary Assumptions: **(An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.)**

The flooding in 2014 has no adverse affect on marketability or value.

In accordance with Standard Rule 2-2(b) of the Uniform Standard of Professional Appraisal Practice (USPAP), this is a summary appraisal report.

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized

Appraiser

Property Inspection: ☒ Yes ☐ No

Date of Inspection: 01/17/2018

Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Inspected subject property and neighborhood, measured house, researched MLS and public records.

Co-Appraiser

Property Inspection: ☐ Yes ☐ No

Date of Inspection:

Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:

Approaches to Value Developed

Cost Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Sales Comparison Approach:

☒ Is necessary for credible results and is developed in this analysis
☐ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Income Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Additional Scope of Work Comments: I researched improved sales in the subject's neighborhood for use in comparison purposes with the subject. The comparable sales were adjusted to reflect a value range for the subject property.

Significant Real Property Appraisal Assistance: ☒ None ☐ Disclose Name(s) and contribution:

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Client:	Escambia County	Client File #:	
Subject Property:	10010 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

MARKET AREA ANALYSIS

Location	Built Up	Growth	Supply & Demand	Value Trend	Typical Marketing Time
☐ Urban	☐ Under 25%	☒ Rapid	☒ Shortage	☒ Increasing	☐ Under 3 Months
☒ Suburban	☒ 25–75%	☐ Stable	☐ In Balance	☐ Stable	☒ 3–6 Months
☐ Rural	☐ Over 75%	☐ Slow	☐ Over Supply	☐ Decreasing	☐ Over 6 Months

Neighborhood Single Family Profile

Price		Age
$40,000	Low	0
$680,000	High	45
$270,000	Predominant	20

Neighborhood Land Use

1 Family	40%	Commercial	20%
Condo	0%	Vacant	30%
Multifamily	10%		%

Neighborhood Name: Bristol Park/Ashbury Hill Area

PUD ☐ Condo ☐ HOA: $ N/A /

Amenities:

Market area description and characteristics: The subject neighborhood is the Pine Forest area with the northern boundary being Kingsfield Road, the southern boundary being Interstate 10, Highway 29 to the East and I-10 to the West. The expansion of the Navy Federal Credit Union campus and plans for 10,000 employees by 2020 has increased the demand for the area. New growth is occurring west of Navy Federal and prices within the subject's neighborhood are trending upward. There were 257 detached single-family home sold since January 2017 or about 21 per month with prices ranging from $73,000 to $868,750. There are currently 74 homes listed for sale on MLS with prices ranging from $50,000 to $658,000. Construction costs for new homes have increased 13% in the last 18 months and demand continues to remain strong.

SITE ANALYSIS

Dimensions: 102'x329.22'x102'x353.69'	Area: 34,828 Sq.Ft.
View: Average-Residential	Shape: Irregular
Drainage: Appears adequate	Utility: Good

Site Similarity/Conformity To Neighborhood

Size:	View:
☐ Smaller than Typical	☐ Favorable
☒ Typical	☒ Typical
☐ Larger than Typical	☐ Less than Favorable

Zoning/Deed Restriction

Zoning: MDR-Medium Density Residential

☒ Legal ☐ No zoning

☐ Legal, non-conforming

☐ Illegal

Covenants, Condition & Restrictions ☐ Yes ☐ No ☒ Unknown

Documents Reviewed ☐ Yes ☒ No

Ground Rent $ N/A /

Utilities

Electric	☒ Public	☐ Other	
Gas	☒ Public	☐ Other	
Water	☒ Public	☐ Other	
Sewer	☒ Public	☐ Other	

Off Site Improvements

Street	☒ Public	☐ Private	Asphalt
Alley	☐ Public	☐ Private	None
Sidewalk	☒ Public	☐ Private	
Street Lights	☐ Public	☒ Private	

Site description and characteristics: The subject site is irregular in shape and contains approximately 34,828 square feet. The property has 102 feet of frontage along Bristol Park Road. There is a gradual downward slope to Eleven Mile Creek at the rear of the property.

HIGHEST AND BEST USE ANALYSIS

☒ Present Use ☐ Proposed Use ☐ Other

Summary of highest and best use analysis: The highest and best use as vacant and as improved is single-family residential.

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Client:	Escambia County	Client File #:	
Subject Property:	10010 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

IMPROVEMENTS ANALYSIS

General	Design: Contemporary	No. of Units: 1	No. of Stories: 1	Actual Age: 26	Effective Age: 7
☒ Existing ☐ Under Construction ☐ Proposed		☐ Attached	☒ Detached	☐ Manufactured	☐ Modular

Other: Detached 1CG/storage building.

Exterior Elements	Roofing: Dimensional Shingle	Siding: Brick Veneer	Windows: Insulated
☒ Patio Covered	☐ Deck	☒ Porch Front	☒ Pool Screened ☒ Fence Privacy

Other:

Interior Elements	Flooring: Tile/Carpet	Walls: Sheetrock	☒ Fireplace # 1
Kitchen: ☒ Refrigerator ☒ Range ☒ Oven ☐ Fan/Hood ☒ Microwave ☒ Dishwasher		Countertops: Corian/Granite/Good	

Other:

Foundation	☐ Crawl Space	☒ Slab Concrete	☐ Basement

Other:

Attic	☐ None ☐ Scuttle	☒ Drop Stair	☐ Stairway	☐ Finished
Mechanicals	HVAC: Central	Fuel: Electric	Air Conditioning: Central	
Car Storage	☒ Driveway Concrete	☒ Garage 2 Car	☐ Carport	☐ Finished

Other Elements: Front porch 54 SF, covered lanai 319 SF with cabinet and sink, fireplace, screened vinyl pool area, corian countertops, stainless steel appliances, tray ceiling, indirect lighting, chair rail, plantation shutters in baths, air jet tub & separate shower in master bedroom, privacy fenced rear yard.

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	Great	Area	1				4	3	1	Breakfast Area	2,499
Level 2											

Finished area above grade contains: Bedroom(s): 4 Bath(s): 3 GLA: 2,499

Summarize Above Grade Improvements: The subject improvements appear to be an above average to good quality one story residence with a functional floor plan. The property is owner occupied. The improvements were completely renovated after the flooring in 2014 reducing the effective age to 7 years.

Below Grade Area or Other Area

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	% Finished	Area Sq. Ft.
Below Grade											
Other Area											

Summarize below grade and/or other area improvements: N/A

Discuss physical depreciation and functional or external obsolescence: The subject property reflects an actual age of 26 years with an effective age of 7 years and a remaining economic life of 53 years. Overall, the physical depreciation appears to be limited to the age/life method of depreciation with no noticeable deferred maintenance noted. No external or functional obsolescence was noted

Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject improvements suffered flood damage in 2014 but have been completely renovated and appear to be in good condition. The size and location of the property conform well to the neighborhood.

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Client:	Escambia County	Client File #:	
Subject Property:	10010 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

SITE VALUATION

Site Valuation Methodology

☐ **Sales Comparison Approach:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.

☐ **Market Extraction:** A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.

☐ **Alternative Method:** (Describe methodology and rationale)

Site Valuation

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	10010 Bristol Park Rd Cantonment, FL 32533						
Proximity to Subject							
Data Source/ Verification							
Sales Price	$		$		$		$
Price / Sq.Ft.	$		$		$		$
Sale Date	N/A						
Location							
Site Size	34,828 Sq.Ft.						
Site View	Average-Residenti						
Site Improvements							
Net Adjustment		☐ + ☐ -	$	☐ + ☐ -	$	☐ + ☐ -	$
Indicated Value		Net Adj. %		Net Adj. %		Net Adj. %	
		Gross Adj. %	$	Gross Adj. %	$	Gross Adj. %	$
Prior Transfer History							

Site Valuation Comments:

Site Valuation Reconciliation:

Opinion of Site Value	$ Not Applicable

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Client:	Escambia County	Client File #:	
Subject Property:	10010 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

COST APPROACH

Cost Approach Definitions

☐ **Reproduction Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship, and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building.

☐ **Replacement Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design and layout.

Cost Approach Analysis

Estimated Cost New			
Above Grade Living Area	2,499	Sq. Ft @ $	= $
Finished Below Grade Area		Sq. Ft @ $	= $
Unfinished Below Grade Area		Sq. Ft @ $	= $
Other Area		Sq. Ft @ $	= $
Car Storage	460	Sq. Ft @ $	= $
			$
			$
			$
Total Estimated Cost New			$
Less Depreciation			
Physical	11.67	% = $	
Functional		% = $	
External		% = $	
Total Depreciation		$	
Depreciated Value of Improvements			$
Contributory Value of Site Improvements			$
			$
			$
			$
Opinion of Site Value			$ Not Applicable
Indicated Value			$

Cost Approach Comments (Data Sources, Depreciation Basis, Site Value, Etc.):

Cost Approach Reconciliation:

Indication of Value by Cost Approach	$

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Client:	Escambia County	Client File #:	
Subject Property:	10010 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

INCOME APPROACH

Market Rent Analysis

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	10010 Bristol Park Rd Cantonment, FL 32533			
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	$	$	$	$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		$	$	$
Location	Bristol Park			
Site/View				
Quality of Construction	Abv. Avg-Good			
Age	26			
Condition	Good			
Above Grade Bedrooms	Bedrooms 4	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 3	Baths	Baths	Baths
Gross Living Area	2,499 Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Below Grade Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Other Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Heating/Cooling	Central H/AC			
Car Storage				
Net Adjustment		☐+ ☐- $	☐+ ☐- $	☐+ ☐- $
Indicated Market Rent		Net Adj. % Gross Adj. % $	Net Adj. % Gross Adj. % $	Net Adj. % Gross Adj. % $

Rent comparable analysis and reconciliation of market rent of subject property:

Opinion of Market Rent $

Gross Rent Multiplier Analysis

ADDRESS	DATE	SALE PRICE	GROSS RENT	GRM	COMMENTS

Comment and reconciliation of the gross rent multiplier (GRM):

Opinion of Market Rent: $ _____ x _____ GRM = $

Indication of Value by Income Approach $ N/A

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Client:	Escambia County	Client File #:	
Subject Property:	10010 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	10010 Bristol Park Rd Cantonment, FL 32533	608 Bardstown St Cantonment, FL 32533		204 Newberry St Cantonment, FL 32533		324 Mt Airy St Cantonment, FL 32533	
Proximity to Subject		1.58 miles E		1.91 miles E		1.87 miles E	
Data Source/ Verification		MLS Sale #527622 Pensacola MLS		MLS Sale #519521 Pensacola MLS		MLS Sale #517956 Pensacola MLS	
Original List Price	$ N/A		$ 279,900		$ 310,000		$ 350,000
Final List Price	$ N/A		$ 279,900		$ 299,000		$ 350,000
Sale Price	$ N/A		$ 270,000		$ 296,000		$ 325,000
Sale Price % of Original List	%		96.5 %		95.5 %		92.9 %
Sale Price % of Final List	%		96.5 %		99.0 %		92.9 %
Closing Date	N/A	1/15/2018		8/8/2017		6/27/2017	
Days On Market		9		12		4	
Price/Gross Living Area	$	$ 128.14		$ 115.85		$ 109.43	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type	Cash or Equiv.	Cash		VA		Conventional	
Concessions	None noted	None noted		None noted		None noted	
Contract Date	N/A	12/10/2017		6/28/2017		5/22/2017	
Location	Bristol Park	Milestone		Milestone		Milestone	
Site Size	34,828 Sq.Ft.	15,000 SF		15,000 SF		15,000 SF	
Site Views/Appeal	Residential/Avg	Residential/Avg		Residential/Avg		Residential/Avg	
Design and Appeal	1 Story-Average	1 Story-Average		1 Story-Average		1 Story-Average	
Quality of Construction	Abv. Avg-Good	Abv. Avg-Good		Abv. Avg-Good		Very Good	-10,000
Age	26	19	+18,000	19	+20,000	19	+22,800
Condition	Good	Good		Good		Good	
Above Grade Bedrooms	Bedrooms 4	Bedrooms 4		Bedrooms 5		Bedrooms 4	
Above Grade Baths	Baths 3	Baths 2	+3,000	Baths 3		Baths 3.1	-1,500
Gross Living Area	2,499 Sq.Ft.	2,107 Sq.Ft.	+26,300	2,555 Sq.Ft.	-3,800	2,970 Sq.Ft.	-31,600
Below Grade Area	N/A	N/A		N/A		N/A	
Below Grade Finish	None	None		None		None	
Other Area	N/A	N/A		N/A		N/A	
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	Central H/AC	Central H/AC		Central H/AC		Central H/AC	
Car Storage	2 Car	2 Car		2 Car		2 Car	
Porch, etc.	Porch/Lanai	Porch/Lanai		Porch/Lanai		Lrg Porch/Deck	
Fireplace, Stg, etc.	FP/Det. Stg. Bldg	FP	+2,500	FP/Det. St. Bldg		Fireplace	+2,500
Pool, etc.	Screen Pool	Screen Pool		None	+15,000	Pool	+5,000
Net Adjustment (total)		☒+ ☐-	$ 49,800	☒+ ☐-	$ 31,200	☐+ ☒-	$ -12,800
Adjusted Sale Price		Net Adj. 18.4 % Gross Adj. 18.4 %	$ 319,800	Net Adj. 10.5 % Gross Adj. 13.1 %	$ 327,200	Net Adj. 3.9 % Gross Adj. 22.6 %	$ 312,200
Prior Transfer History	09/17/2015-$245,500. No other sales in prior 3 years	No sales noted three years prior.		No sales noted three years prior.		No sales noted three years prior.	

Comments and reconciliation of the sales comparison approach: All of the selected comparables are competing homes in the subject's marketing area. These sales reflected an unadjusted price range from $270,000 to $325,000. The three comparables are located in the Milestone community which is considered superior, but the lots are smaller offsetting the location adjustment. Due to the recent renovation to the subject, the comps reflect an effective age 5 years inferior to the subject with age adjustments applied based upon an economic life of 60 years. Size adjustments are applied based upon a depreciated cost new of $67/SF for living area. Sale #1 required an upward bath adjustment of $3,000 with sale #3 requiring a downward bath adjustment of $1,500. Adjustments were made to each sale for variations in additional amenities such as pool and workshop. After adjustments, the above sales indicate a market value range between $312,200 and $327,200. With about equal weight to each sale I reconcile the final estimate of market value at $320,000 or $128.05 per square foot.

Indication of Value by Sales Comparison Approach $ 320,000

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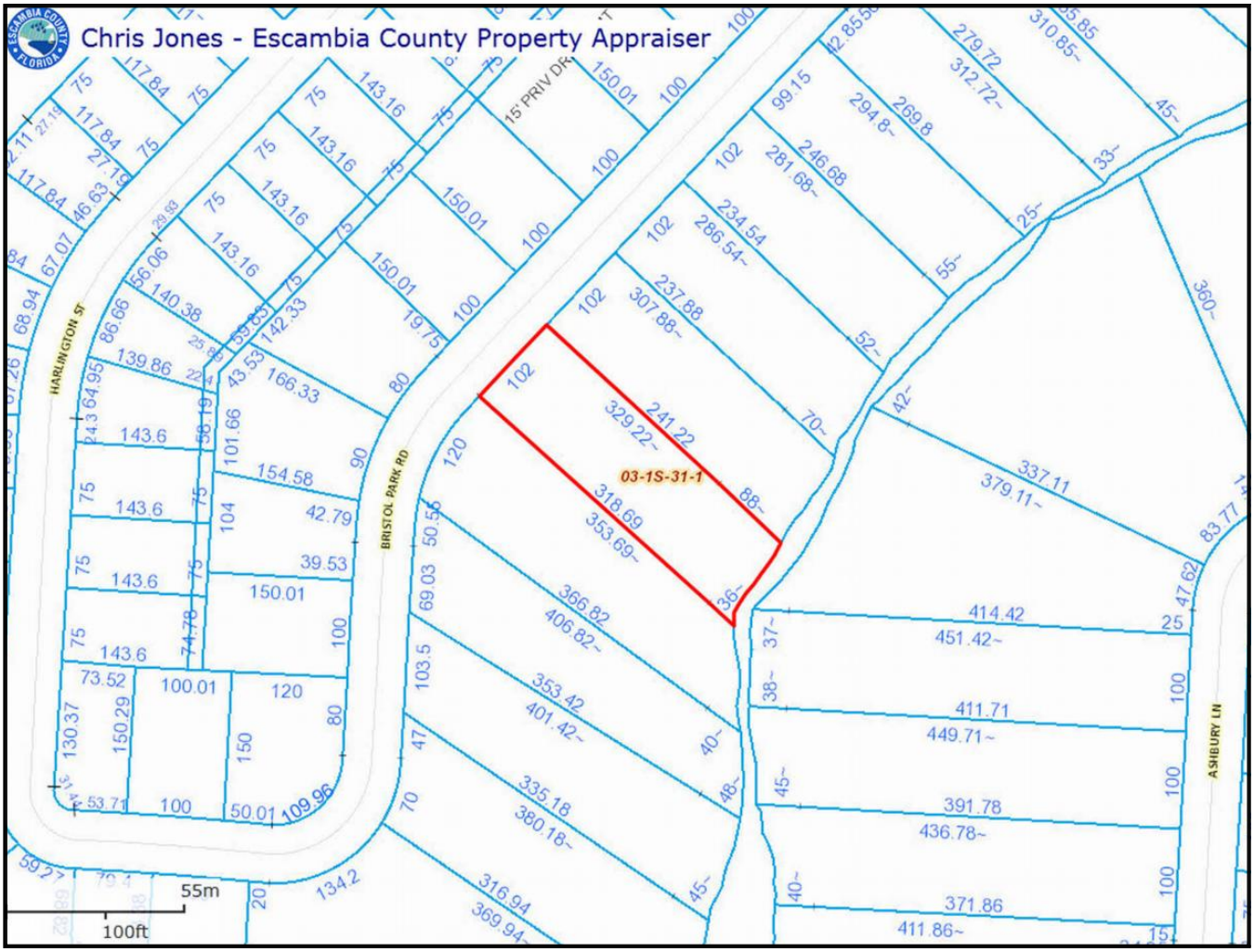
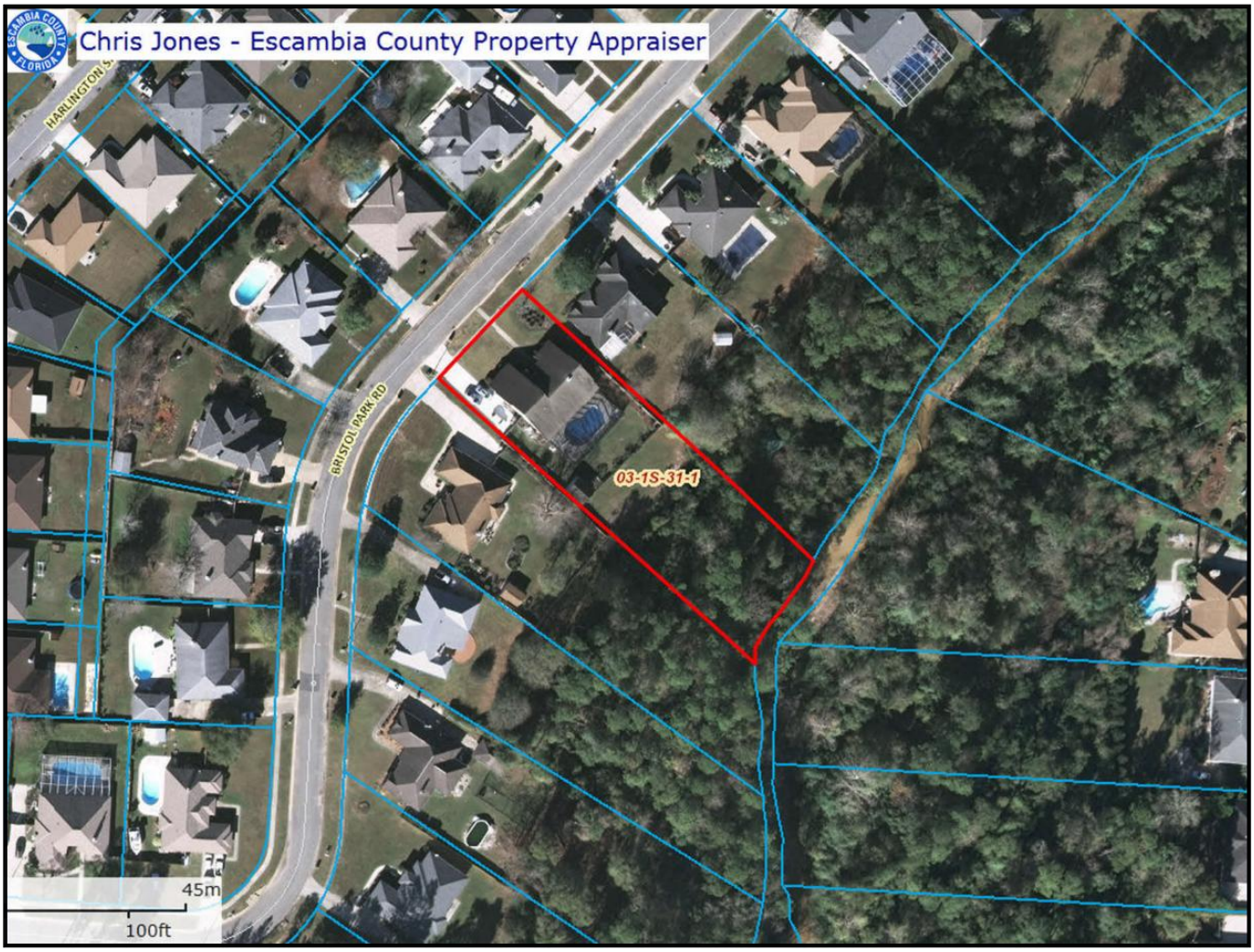
Plat Map

Borrower/Client	**Emory G. & Dana Jo Shelley**				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	Escambia County				



Aerial Plat

Borrower/Client	**Emory G. & Dana Jo Shelley**						
Property Address	**10010 Bristol Park Rd**						
City	**Cantonment**	County	**Escambia**	State	**FL**	Zip Code	**32533**
Lender	**Escambia County**						

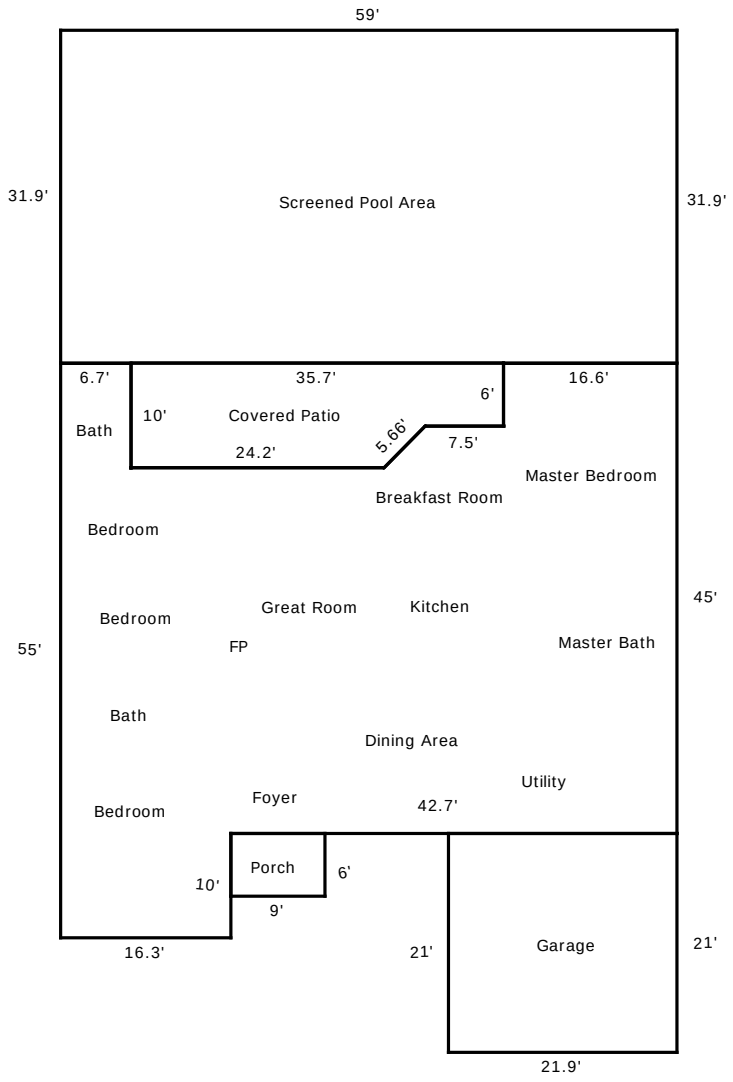


Flood Map

Borrower/Client	**Emory G. & Dana Jo Shelley**						
Property Address	**10010 Bristol Park Rd**						
City	**Cantonment**	County	**Escambia**	State	**FL**	Zip Code	**32533**
Lender	**Escambia County**						

Building Sketch

Borrower/Client	Emory G. & Dana Jo Shelley				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	Escambia County				



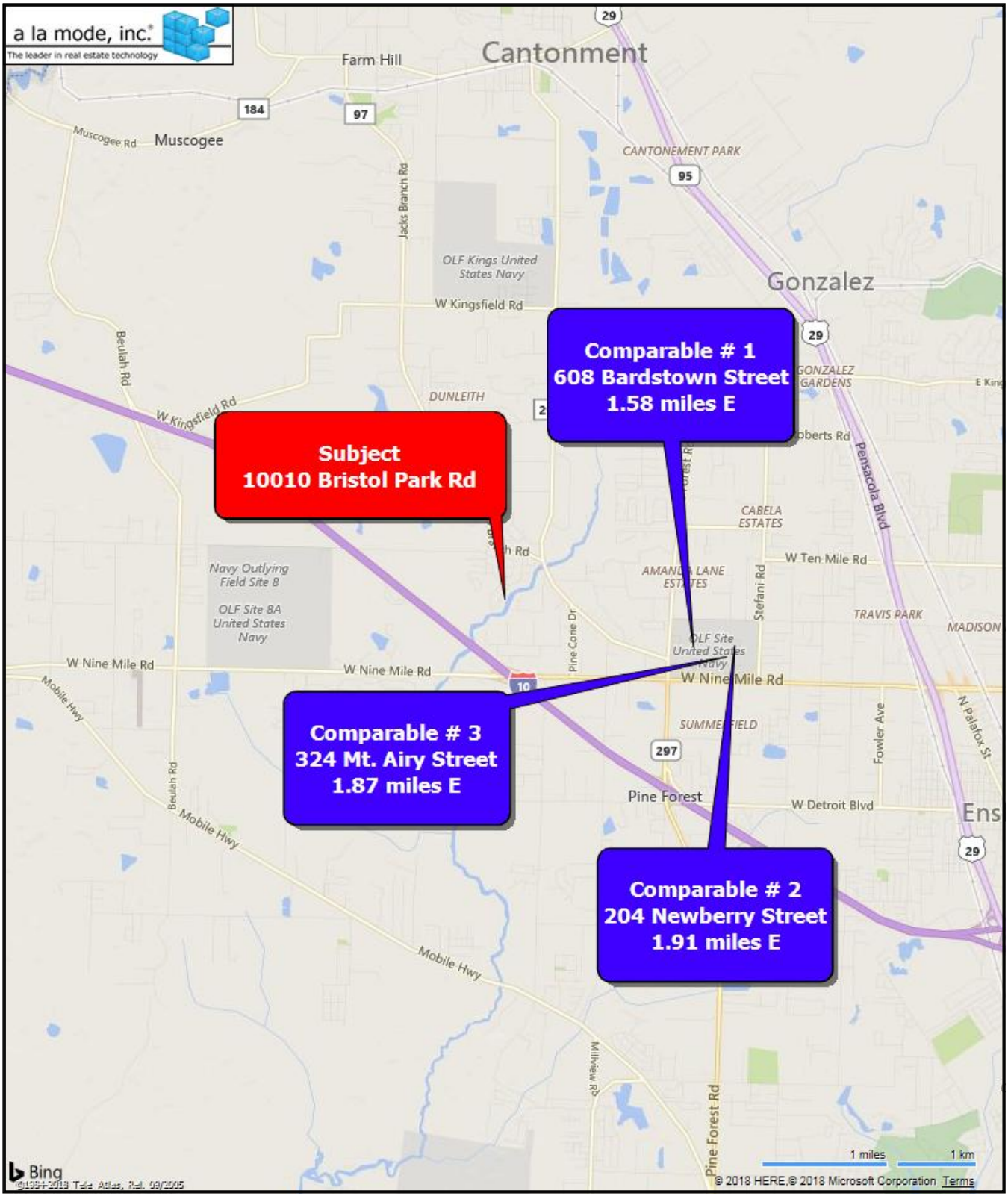
TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details	
First Floor	2499 Sq ft	6.7 × 10	= 67
		16.6 × 6	= 99.6
		0.5 × 4 × 4	= 8
		24.1 × 4	= 96.4
		59 × 35	= 2065
		16.3 × 10	= 163
Total Living Area (Rounded):	2499 Sq ft		
Non-living Area			
Garage	459.9 Sq ft	21.9 × 21	= 459.9
Covered Patio	319 Sq ft	35.7 × 6	= 214.2
		0.5 × 4 × 4	= 8
		24.2 × 4	= 96.8
Porch	54 Sq ft	9 × 6	= 54
Screened Pool Area	1882.1 Sq ft	31.9 × 59	= 1882.1

Location Map

Borrower/Client	**Emory G. & Dana Jo Shelley**						
Property Address	**10010 Bristol Park Rd**						
City	**Cantonment**	County	**Escambia**	State	**FL**	Zip Code	**32533**
Lender	**Escambia County**						



Subject Photograph Addendum

Borrower/Client	**Emory G. & Dana Jo Shelley**				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	Escambia County				

Front

Rear

Street View

View of Pool

Photograph Addendum

Borrower/Client	**Emory G. & Dana Jo Shelley**				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	Escambia County				

View of Lanai Kitchenette

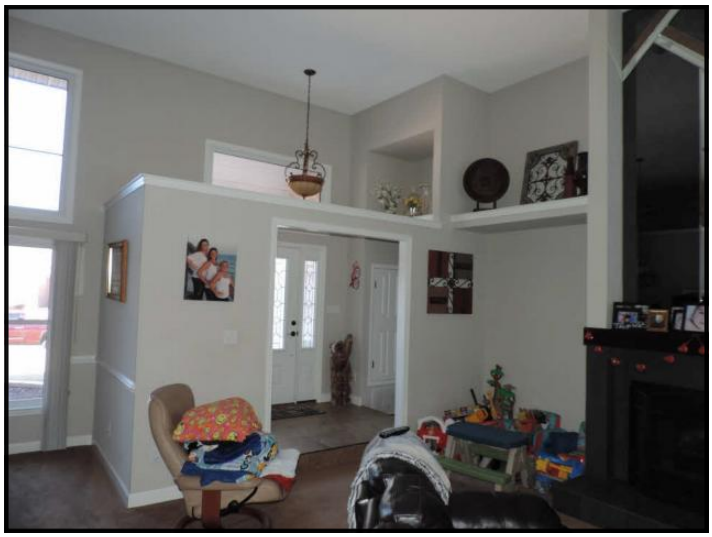
Det. Storage Bldg.

Another View of Lanai

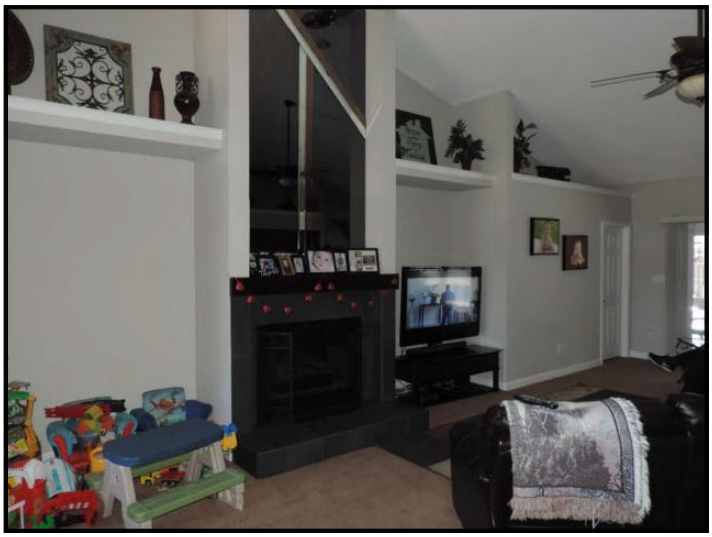
View of Rear Yard

Photograph Addendum

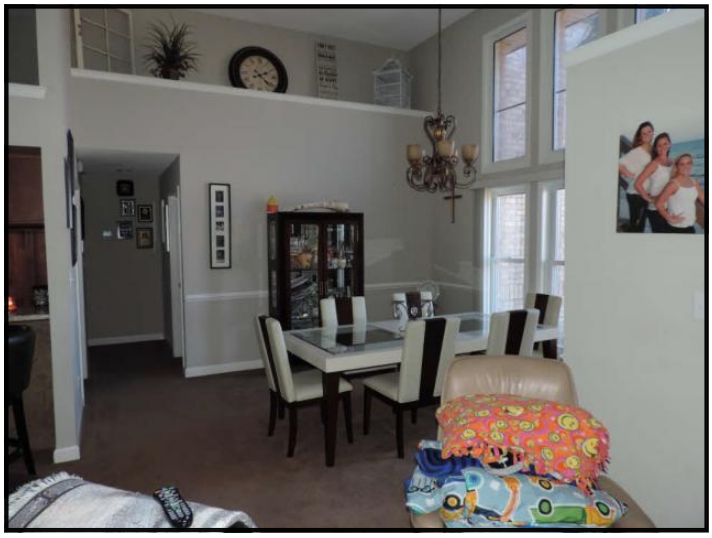
Borrower/Client	**Emory G. & Dana Jo Shelley**				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	Escambia County				



Foyer



Great Room



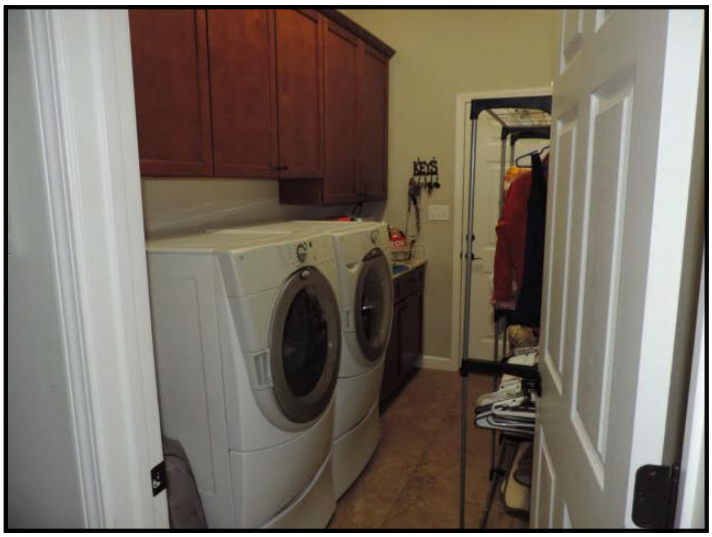
Dining Area

Kitchen

Photograph Addendum

Borrower/Client	**Emory G. & Dana Jo Shelley**				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	Escambia County				

Breakfast Area



Utility

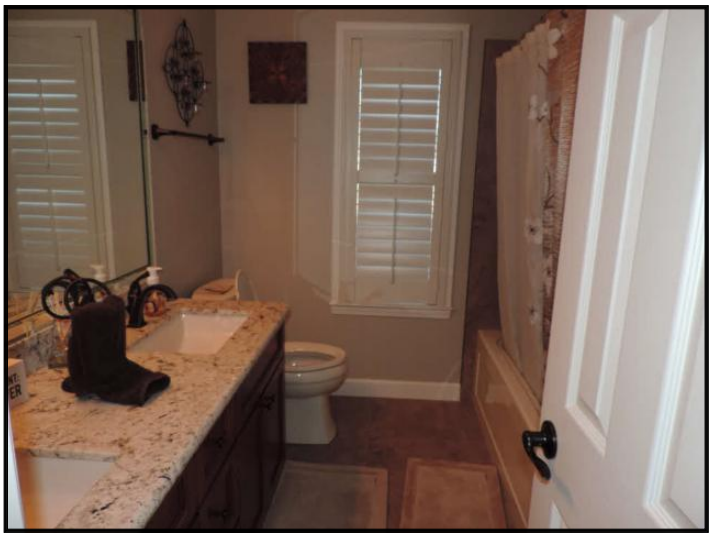
Master Bedroom

Master Bath

Photograph Addendum

Borrower/Client	**Emory G. & Dana Jo Shelley**				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	Escambia County				

Bedroom



Bath

Bedroom

Bath

Photograph Addendum

Borrower/Client	**Emory G. & Dana Jo Shelley**				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	Escambia County				

Bath

Comparable Photograph Addendum

Borrower/Client	**Emory G. & Dana Jo Shelley**				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	Escambia County				

Comparable #1

Comparabale #2

Comparable #3

Client:	Escambia County	Client File #:	
Subject Property:	10010 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

☒ **Market Value Definition (below)** ☐ **Alternate Value Definition (attached)**

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 5th ed., Appraisal Institute

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Client:	Escambia County	Client File #:	
Subject Property:	10010 Bristol Park Rd, Cantonment, FL 32533	Appraisal File #:	RL18007X-E

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

  ☒ None ☐ Name(s)

  As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

  Property inspected by Appraiser ☒ Yes ☐ No

  Property inspected by Co-Appraiser ☐ Yes ☐ No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment: ☐ None ☐ Specify services provided:

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

▪ I am a Designated Member of the Appraisal Institute. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.	▪

APPRAISER:	CO-APPRAISER:
Signature	Signature
Name Rodger K. Lowery, MAI	Name
Report Date January 22, 2018	Report Date
Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒	Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒
License # Cert Gen RZ#1922 State FL	License # State
Expiration Date 11/30/2018	Expiration Date

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Presley - McKenney & Associates, Inc.

SEM

Uniform Residential Appraisal Report

File No. 18032Z8

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 10010 Bristol Park Road | City Cantonment | State FL | Zip Code 32533

Borrower N/A | Owner of Public Record Emory G. & Dana Jo Shelley | County Escambia

Legal Description Lt 10, Blk C, Bristol Park, Unit II, PB 14, P 20, OR 7408, P 1903

Assessor's Parcel # 03-1S-31-1500-010-003 | Tax Year 2017 | R.E. Taxes $ 2,644.33

Neighborhood Name Bristol Park | Map Reference Z8 | Census Tract 37860-12033-0036.12

Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ N/A [ ] PUD | HOA $ 50.00 [X] per year [ ] per month

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Current market value determination

Lender/Client Escambia County, Engineering Dept | Address 3363 W. Park Place, Pensacola, FL 32505

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [ ] Yes [X] No

Report data source(s) used, offering price(s), and date(s). Pensacola Association of Realtors Multiple Listing Service (PARMLS)

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

N/A

Contract Price $ N/A | Date of Contract N/A | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No

If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[X] Increasing	[ ] Stable	[ ] Declining	PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	75 Low	New	Multi-Family	5 %
Neighborhood Boundaries	Nine Mile Road to south, US Hwy 29 to east, Kingsfield Road to north, Beulah Road to west							500 High	55	Commercial	15 %
								200 Pred.	10-15	Other Vacant	35 %

Neighborhood Description See Attached Addendum

Market Conditions (including support for the above conclusions) Following several years of declining residential real estate prices during the most recent recession of 2007-2012, market conditions for detached, single-family residences in the subject market area have been stable to increasing during the last 30 to 36 months. This is supported by per unit price indications from closed sales transactions.

SITE

Dimensions | Area | Shape | View

Specific Zoning Classification | Zoning Description

Zoning Compliance [ ] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [ ] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [ ] No | FEMA Flood Zone undetermined | FEMA Map # 12033C0290G | FEMA Map Date 09/29/2006

Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe.

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe. We are aware that there have been two flooding events in the subject neighborhood during the last 29 years. However, judging by the strength of the market in the subdivisions affected by these events, as evidenced by recent sales, it does not appear that the market recognizes any discounting associated with this history.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION	EXTERIOR DESCRIPTION materials/condition	INTERIOR materials/condition
Units [X] One [ ] One with Accessory Unit		[X] Concrete Slab [ ] Crawl Space	Foundation Walls Concrete/unknown	Floors Carpet&CT/Gd
# of Stories 1		[ ] Full Basement [ ] Partial Basement	Exterior Walls Masonry/Avg	Walls DW/Good
Type [X] Det. [ ] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.	Roof Surface DimenShingles/Av	Trim/Finish Wood/Good
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish %	Gutters & Downspouts Yes/Good	Bath Floor CermTile/Good
Design (Style) Traditional		[ ] Outside Entry/Exit [ ] Sump Pump	Window Type Vinyl/Good	Bath Wainscot CT&Fiber/Good
Year Built 1992		Evidence of [ ] Infestation	Storm Sash/Insulated None	Car Storage [ ] None
Effective Age (Yrs) 10		[ ] Dampness [ ] Settlement	Screens Yes	[X] Driveway # of Cars 2
Attic	[ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant	Amenities [ ] WoodStove(s) #	Driveway Surface
[X] Drop Stair	[ ] Stairs	[X] Other HtPmp Fuel Electric	[X] Fireplace(s) # 1 [X] Fence WdPrvcy	[X] Garage # of Cars 2
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning	[ ] Patio/Deck [X] Porch +Lanai	[ ] Carport # of Cars
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other	[X] Pool Screened [X] Other Sprinkler	[ ] Att. [ ] Det. [X] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)

Finished area **above** grade contains: 8 Rooms | 4 Bedrooms | 3 Bath(s) | 2,477 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). Storm shutters, ceiling fans, high ceiling in living room, plant ledges, tray ceiling, jacuzzi tub in master bath, yard building, granite countertops, soft close drawers in kitchen cabinets, electric fireplace, screened pool.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). Described by owner as being fully repaired and renovated following the flood of April 2014, the home appears to be in good condition with no noticeable signs of deferred maintenance or needed repairs.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe.

SEM

Uniform Residential Appraisal Report

File No. 18032Z8

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 0 to $ 0 .

There are 0 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 0 to $ 0 .

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
10010 Bristol Park Road Address Cantonment		304 Mt Airy Street Cantonment, FL 32533		329 Mt Airy Street Cantonment, FL 32533		204 Newberry Street Cantonment, FL 32533	
Proximity to Subject		2.9 miles E		2.9 miles E		3 miles E	
Sale Price	$ N/A		$ 267,000		$ 250,000		$ 296,000
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 108.27 sq. ft.		$ 103.43 sq. ft.		$ 115.85 sq. ft.	
Data Source(s)	Inspection	MLS-Closed Sale #510902		MLS-Closed Sale #523077		MLS-Closed Sale #519521	
Verification Source(s)		Public Records		Public Records		Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions	Conventional Typical Terms	Conventional Typical Terms		FHA Typical Terms		VA Typical Terms	
Date of Sale/Time	N/A	03/10/2017		01/25/2018		08/09/2017	
Location	Bristol Park	Milestone		Milestone		Milestone	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.7651 Acres	0.34 Acres		0.40 Acres		0.344 Acres	
View	Interior	Interior		Corner		Interior	
Design (Style)	Traditional	Traditional		Contemporary		Traditional	
Quality of Construction	Avg to Good	Avg to Good		Avg to Good		Avg to Good	
Actual Age	26+/- Years	22+/- Years		21+/- Years		19+/- Years	
Condition	Good	Good		Avg-Good	15,000	Good	
Above Grade Room Count (Total / Bdrms. / Baths)	8 / 4 / 3	8 / 3 / 3		7 / 4 / 2	2,000	8 / 5 / 3	
Gross Living Area 57.16	2,477 sq. ft.	2,466 sq. ft.	600	2,417 sq. ft.	3,400	2,555 sq. ft.	-4,500
Basement & Finished Rooms Below Grade	N/A / N/A	N/A / N/A		N/A / N/A		N/A / N/A	
Functional Utility	Typical	Similar		Similar		Similar	
Heating/Cooling	HtPmp C/Air	HtPmp C/Air		HtPmp C/Air		HtPmp C/Air	
Energy Efficient Items	Typical	Similar		Similar		Similar	
Garage/Carport	2 Car Garage	2 Car Garage		2 Car Garage		2Car Det Garage	
Porch/Patio/Deck	Porch,ScrnLanai	Porch, Patio	850	Porch, Lanai	850	Porch, CvrdPatio	
Fireplace	1 F/P	1 F/P		1 F/P		1 F/P	
Site Improvments	Fence, Sprinkler	Fence,Sprnkler		Fence,Sprnkler		Fence, Sprinkler	
Other	ScrnPool,YrdBldg	Pool, YrdBldg	5,000	ScrnPool	2,100	Yrd Bldg	18,000
Net Adjustment (Total)		[X] + [ ] -	$ 6,450	[X] + [ ] -	$ 23,350	[X] + [ ] -	$ 13,500
Adjusted Sale Price of Comparables		Net Adj. 2.4% Gross Adj. 2.4%	$ 273,450	Net Adj. 9.3% Gross Adj. 9.3%	$ 273,350	Net Adj. 4.6% Gross Adj. 7.6%	$ 309,500

SALES COMPARISON APPROACH

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) Public records, PARMLS, Metro Market Trends

My research [ ] did [X] did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) Public records, PARMLS, Metro Market Trends

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	None within last 3 years.	None within 1 year of sale	None within 1 year of sale	None within 1 year of sale
Price of Prior Sale/Transfer	N/A	N/A	N/A	N/A
Data Source(s)	Public records	Public records	Public records	Public records
Effective Date of Data Source(s)	Current to date of value.	Current to date of value.	Current to date of value.	Current to date of value.

Analysis of prior sale or transfer history of the subject property and comparable sales N/A

Summary of Sales Comparison Approach. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 285,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 285,000 **Cost Approach (if developed) $** N/A **Income Approach (if developed) $** N/A

This is an appraisal in summary report format. Given the age of the subject improvements and extensive repair/remodel within the last four years, the most reliable indicator of current market value is the direct sales comparison approach.

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: The appraisal is made of the subject "as-is." This assumes a reasonable marketing period of three to six months.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 285,000 **as of** February 13, 2018 **, which is the date of inspection and the effective date of this appraisal.**

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE ..... = $	
Source of cost data	Dwelling Sq. Ft. @ $ ..... = $	
Quality rating from cost service Effective date of cost data	Sq. Ft. @ $ ..... = $	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		
	Garage/Carport 464 Sq. Ft. @ $ ..... = $	0
	Total Estimate of Cost-New ..... = $	0
	Less 50 Physical / Functional / External	
	Depreciation = $ (	0)
	Depreciated Cost of Improvements ..... = $	0
	"As-is" Value of Site Improvements ..... = $	
Estimated Remaining Economic Life (HUD and VA only) Years	INDICATED VALUE BY COST APPROACH ..... = $	0

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

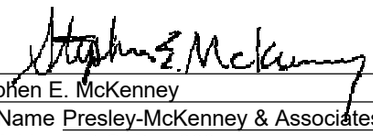
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

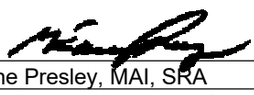
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Stephen E. McKenney
Company Name Presley-McKenney & Associates, Inc.
Company Address P.O. Box 329
Pensacola, Florida 32591
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature and Report 02/22/2018
Effective Date of Appraisal February 13, 2018
State Certification #
or State License # St. Reg. Trn. REA #RI8246
or Other (describe) State #
State FL
Expiration Date of Certification or License 11/30/2016

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
Name M. Eugene Presley, MAI, SRA
Company Name Presley-McKenney & Associates, Inc.
Company Address P.O. Box 329
Pensacola, Florida 32591
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature 02/22/2018
State Certification # Cert Gen RZ 103
or State License #
State FL
Expiration Date of Certification or License 11/30/2018

ADDRESS OF PROPERTY APPRAISED
10010 Bristol Park Road
Cantonment

APPRAISED VALUE OF SUBJECT PROPERTY $ 285,000

LENDER/CLIENT
Name Escambia County
Company Name Escambia County, Engineering Dept
Company Address 3363 W. Park Place
Pensacola, FL 32505
Email Address

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection October 25, 2016

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection Various dates in February 2018

ADDENDUM

Borrower: N/A		File No.: 18032Z8
Property Address: 10010 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

Neighborhood Description

The subject neighborhood is at the northern edge of suburban growth of the urbanized areas of the City of Pensacola. With physical barriers to urban growth of Pensacola on the south, east, and west, the northern edge is the default area where any future growth will occur. The subject neighborhood includes established commercial development along US Highway 29 and most of Nine Mile Road. Commercial development and uses are increasing along Nine Mile Road, extending to the west of its intersection with Pine Forest Road. This commercial growth is in response to increasing residential subdivision development in the area over the last 10 to 25 years. Most residential development in this former agricultural-oriented band of the metropolitan area has occurred as branches from Nine Mile Road, Kingsfield Road, and Pine Forest Road.

Comments on Sales Comparison

The comparable properties all sold within twelve months of the date of value. The sales bracket the subject for size, and all are located within one and one-half miles of the subject. Similar to the subject, two of these properties have been remodeled since the original date of construction; Sale Two is the exception, being original but well-cared for.

The subject is considered to be overall superior to Sale One with this sale requiring positive adjustments to account for lack of enclosed screening for the pool and patio, as well as a small adjustment for size.

Sale Two has original finishes, so requires an upward adjustment for condition when the subject is compared to it. Additional upward adjustments are made to account for size difference, lack of a yard building, and the subject's additional bathroom.

Sale Three is given a negative size adjustment, but requires upward adjustment for the lack of a screened pool.

Following all adjustments, the sales indicate a range from $271,350 to $309,500. With consideration to all available information and weight to each of the sales, it is our opinion that the market value of the subject property, as of the date of value, is $285,000.

DIMENSION LIST ADDENDUM

Borrower: N/A | File No.: 18032Z8
Property Address: 10010 Bristol Park Road | Case No.: SEM
City: Cantonment | State: FL | Zip: 32533
Lender: Escambia County, Engineering Dept

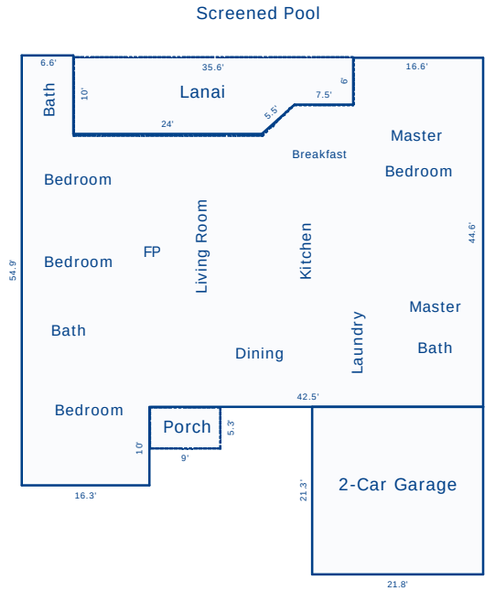
GROSS BUILDING AREA (GBA)	2,477
GROSS LIVING AREA (GLA)	2,477

Area(s)	Area	% of GLA	% of GBA
Living	2,477		100.00
Level 1	2,477	100.00	100.00
Level 2	0	0.00	0.00
Level 3	0	0.00	0.00
Other	366	14.78	14.78
GBA			
Basement ☐	0		
Garage ☐	464		
☐			

Area Measurements					Area Type					
Measurements			Factor	Total	Level 1	Level 2	Level 3	Other	Bsmt.	Garage
3.70	x 4.10	x 0.50	=	7.59	X					
16.60	x 6.00	x 1.00	=	99.60	X					
16.30	x 10.00	x 1.00	=	163.00	X					
6.60	x 10.00	x 1.00	=	66.00	X					
58.80	x 34.90	x 1.00	=	2,052.12	X					
3.70	x 24.10	x 1.00	=	89.17	X					
21.80	x 21.30	x 1.00	=	464.34						X

FLOORPLAN SKETCH

Borrower: N/A	File No.: 18032Z8
Property Address: 10010 Bristol Park Road	Case No.: SEM
City: Cantonment	State: FL Zip: 32533
Lender: Escambia County, Engineering Dept	



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	2477.47	2477.47
GAR	Garage	464.34	464.34
P/P	Porch	47.70	
	Porch	317.80	365.50
Net LIVABLE Area		(rounded)	2477

LIVING AREA BREAKDOWN

Breakdown					Subtotals
First Floor					
0.5 x	4.1	x	3.7		7.59
	6.0	x	16.6		99.60
	10.0	x	16.3		163.00
	10.0	x	6.6		66.00
	34.9	x	58.8		2052.12
	24.1	x	3.7		89.17
6 Items				(rounded)	2477

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 18032Z8
Property Address: 10010 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: February 13, 2018
Appraised Value: $ 285,000

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 18032Z8
Property Address: 10010 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

View of Interior of Subject Home

View of Rear Yard & Yard Building

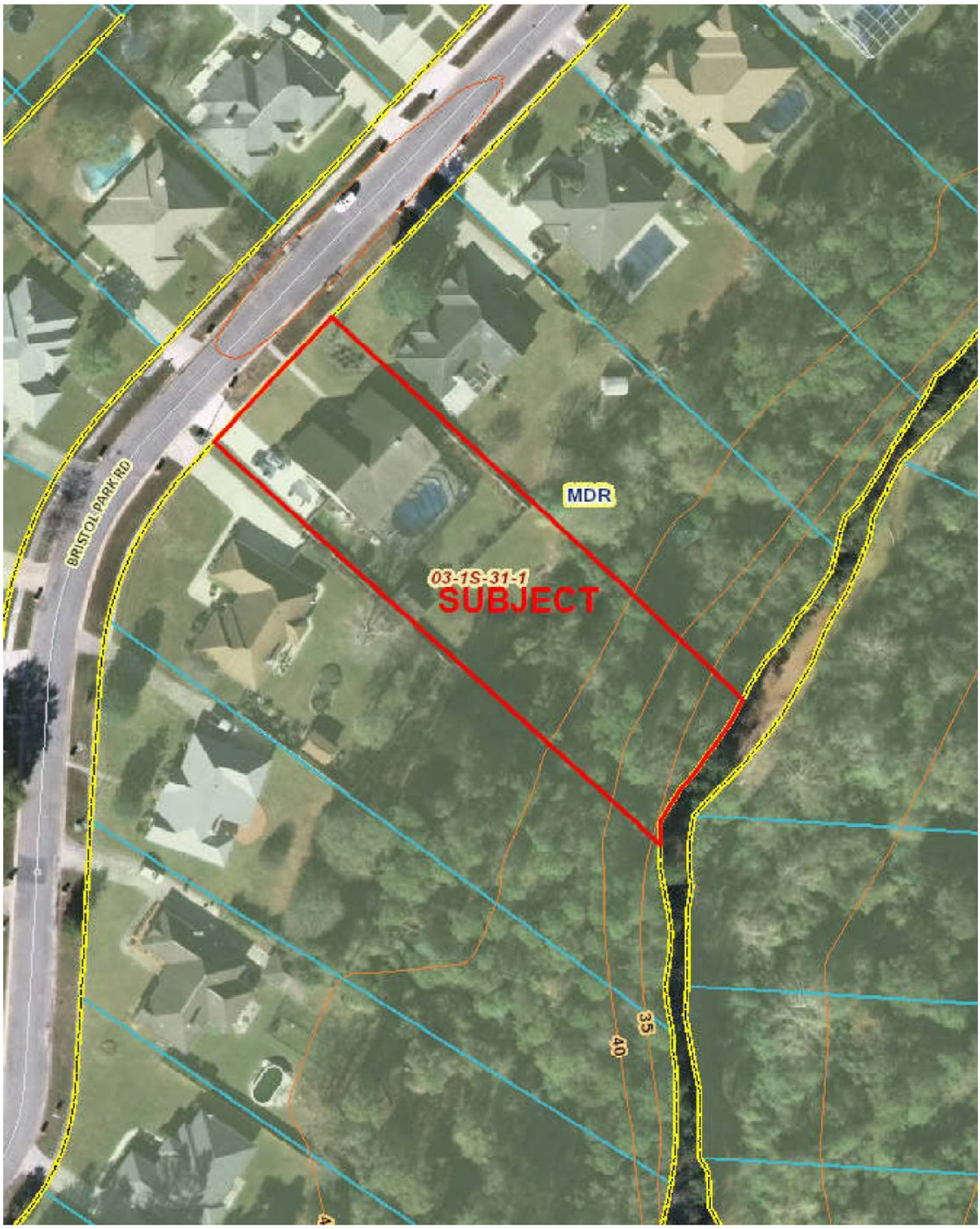
View of Bristol Park Road

PLAT MAP

Borrower: N/A		File No.: 18032Z8
Property Address: 10010 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

AERIAL PHOTOGRAPH

Borrower: N/A		File No.: 18032Z8
Property Address: 10010 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 18032Z8
Property Address: 10010 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

COMPARABLE SALE #1

304 Mt Airy Street
Cantonment, FL 32533
Sale Date: 03/10/2017
Sale Price: $ 267,000

COMPARABLE SALE #2

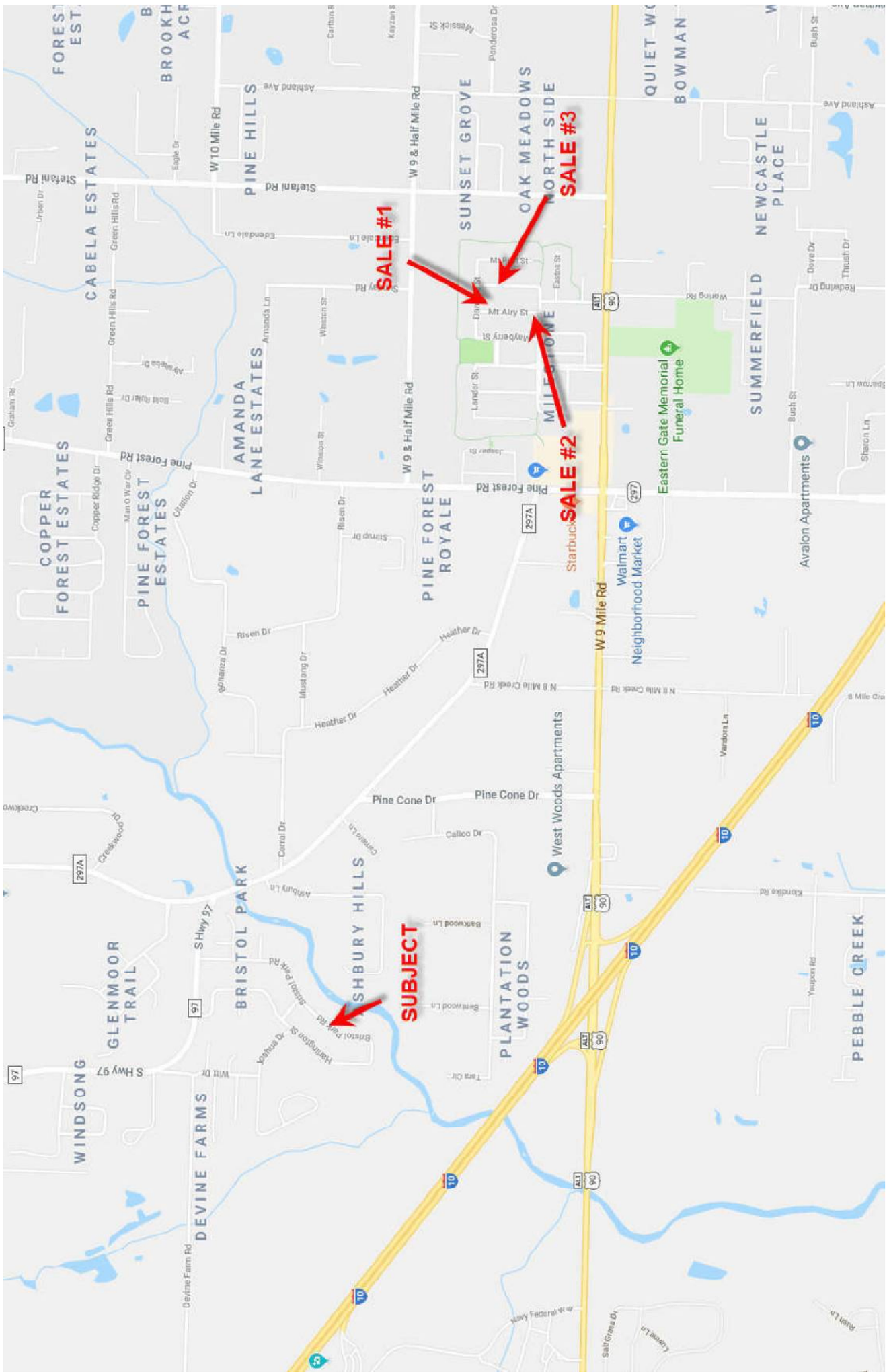
329 Mt Airy Street
Cantonment, FL 32533
Sale Date: 01/25/2018
Sale Price: $ 250,000

COMPARABLE SALE #3

204 Newberry Street
Cantonment, FL 32533
Sale Date: 08/09/2017
Sale Price: $ 296,000

LOCATION MAP

Borrower: N/A		File No.: 18032Z8
Property Address: 10010 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



SEM
File No. 18032Z8

USPAP ADDENDUM

Borrower: N/A
Property Address: 10010 Bristol Park Road
City: Cantonment County: Escambia State: FL Zip Code: 32533
Lender: Escambia County, Engineering Dept

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90-180 days.

Exposure time is the estimated length of time that the proeprty interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective opinion based on an analysis of past events that assumes a competitive and open market. The appraiser has determined that the subject property would have to be exposed for three to six months on the open market of the effective date of this appraisal, at the appraised market value.

Additional Certifications

☐ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☒ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

We previously appraised this property in October 2016 with Escambia County as our client.

Additional Comments

Stephen McKenney, Florida State Registered Real Estate Trainee Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification. This assistance included visiting the subject property; researching the market area, subject property, and market trends; analyzing the market and comparable properties; and reporting of descriptions, research, and analysis.

APPRAISER:

Signature: Stephen E. McKenney
Name: Stephen E. McKenney
Date Signed: 02/22/2018
State Certification #:
or State License #: St. Reg. Trn. REA #RI8246
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Effective Date of Appraisal: February 13, 2018

SUPERVISORY APPRAISER (only if required):

Signature:
Name: M. Eugene Presley, MAI, SRA
Date Signed: 02/22/2018
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Supervisory Appraiser inspection of Subject Property:
☐ Did Not ☒ Exterior-only from street ☐ Interior and Exterior

APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

10010 Bristol Park Rd
Cantonment, FL 32533

for

Emory G & Dana Jo Shelley
10010 Bristol Park Rd
Cantonment, FL
32533

as of

07/10/2018

by

Michael C. Thorsen
PO Box 9865
Pensacola, FL 32513

Professional Appraisal Services of NW FL

Uniform Residential Appraisal Report

File # 18070011

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 10010 Bristol Park Rd City Cantonment State FL Zip Code 32533

Borrower Emory G & Dana Jo Shelley Owner of Public Record Emory G & Dana Jo Shelley County Escambia

Legal Description Lot 10, Block C, Bristol Park Unit II

Assessor's Parcel # 03-1S-31-1500-010-003 Tax Year 2017 R.E. Taxes $ 2,539

Neighborhood Name Bristol Park Map Reference Z11 Census Tract 36.12

Occupant [X] Owner [ ] Tenant [ ] Vacant Special Assessments $ 0 [ ] PUD HOA $ 0 [ ] per year [ ] per month

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Estimate market value

Lender/Client Emory G & Dana Jo Shelley Address 10010 Bristol Park Rd, Cantonment, FL 32533

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No

Report data source(s) used, offering price(s), and date(s). Multiple Listing Service

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No

If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends					One-Unit Housing			Percent Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining		PRICE	AGE		One-Unit	75 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply		$(000)	(yrs)		2-4 Unit	%
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths		50	Low	0	Multi-Family	%
Neighborhood Boundaries	North of Highway 90, East of Interstate 10, South of								500	High	50	Commercial	5 %
Kingsfield Road, West of Pine Forest Road. Other land use is vacant land.									315	Pred.	15	Other	20 %

Neighborhood Description The subject neighborhood is located in northwest Pensacola. Essential service and facilities as well as employment centers are easily accessible via Interstate 10, Nine Mile Road, and Highway 29. Homes in the area vary somewhat is age, size, quality, design and appeal. Maintenance is typically good.

Market Conditions (including support for the above conclusions) The subject area has all types of financing available. Demand is stable with most homes having an average marketing time of 90 to 180 days. Sellers tend to pay an allocated portion of closing costs with no special concessions given.

SITE

Dimensions See site plan Area 33328 sf Shape Slt. irregular View N;Res;

Specific Zoning Classification MDR Zoning Description Medium Density Residential

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

The subject is a legally permissible use based on it's current zoning.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X500 FEMA Map No. 12033C0290G FEMA Map Date 09/29/2006

Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe

* Flood zone and adverse site encroachments are subject to flood certification and survey. The subject site is typical of other single family sites in the area as to size and amenities. No adverse features were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units [X] One	[ ] One with Accessory Unit	[X] Concrete Slab	[ ] Crawl Space	Foundation Walls	Concrete/A-G	Floors	Cpt,Tile/Good
# of Stories	1.00	[ ] Full Basement	[ ] Partial Basement	Exterior Walls	Brick Veneer/A-G	Walls	Drywall/Good
Type [X] Det.	[ ] Att. [ ] S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	Dimens.Sh/Good	Trim/Finish	Pnt.Wd/Good
[X] Existing	[ ] Proposed [ ] Under Const.	Basement Finish	0 %	Gutters & Downspouts	Aluminum/Good	Bath Floor	Tile/Good
Design (Style)	Contemp.	[ ] Outside Entry/Exit	[ ] Sump Pump	Window Type	Insl.Vinyl S.H./Good	Bath Wainscot	Tile/Good
Year Built	1992	Evidence of [ ]	Infestation	Storm Sash/Insulated	Yes/Good	Car Storage	[ ] None
Effective Age (Yrs)	10	[ ] Dampness	[ ] Settlement	Screens	Yes/Good	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating [X] FWA	[ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)# 0	Driveway Surface	Concrete
[X] Drop Stair	[ ] Stairs	[ ] Other	Fuel Electric	[X] Fireplace(s) # 1	[X] Fence Wood	[X] Garage	# of Cars 2
[ ] Floor	[X] Scuttle	Cooling [X]	Central Air Conditioning	[ ] Patio/Deck None	[X] Porch Entry	[ ] Carport	# of Cars 0
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[X] Pool Scr.Pool	[X] Other Scr.Por.	[X] Att.	[ ] Det. [ ] Built-in

Appliances [P] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [P] Washer/Dryer [ ] Other (describe)

Finished area **above** grade contains: 7 Rooms 4 Bedrooms 3.0 Bath(s) 2,503 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.) There is a covered entry to the front, and a screened porch to the rear that leads out to a screened pool. *** See Additional Comments ***

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;Kitchen-updated-one to five years ago;Bathrooms-updated-one to five years ago;The overall condition of the improvements appears to be good. The subject was flooded a few years ago. The house was completely remodeled and updated.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

The utilities were on and all systems appear to be operating properly.

Uniform Residential Appraisal Report

File # 18070011

There are 15 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 258,000 to $ 430,000.

There are 34 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 251,000 to $ 447,000.

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	10010 Bristol Park Rd Cantonment, FL 32533	9353 Bell Ridge Dr Pensacola, FL 32526		9321 Bell Ridge Dr Cantonment, FL 32533		553 Tillage Dr Cantonment, FL 32533	
Proximity to Subject		1.84 miles W		1.91 miles W		3.15 miles NE	
Sale Price	$		$ 359,000		$ 309,000		$ 322,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 137.23 sq. ft.		$ 128.27 sq. ft.		$ 122.81 sq. ft.	
Data Source(s)		PARMLS 535503;DOM 8		PARMLS 526855;DOM 126		PARMLS 524420;DOM 165	
Verification Source(s)		Visual Inspect. & Pub.Rec.		Visual Inspect. & Pub.Rec.		Visual Inspect. & Pub.Rec.	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		ArmLth Conv;9351	0	ArmLth Cash;0		ArmLth Conv;0	
Date of Sale/Time		s06/18;c05/18		s06/18;c03/18		s04/18;c03/18	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	33328 sf	20038 sf	+3,300	26550 sf	+1,700	13500 sf	+5,000
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	DT1;Contemp.	DT1;Contemp.		DT1;Contemp.		DT1;Contemp.	
Quality of Construction	Q3	Q3		Q3		Q3	
Actual Age	26	17	0	23	+20,000	7	-10,000
Condition	C3	C3		C3		C3	
Above Grade Room Count (Total / Bdrms. / Baths)	7 / 4 / 3.0	7 / 4 / 2.1	+2,000	6 / 3 / 2.1	+2,000	7 / 4 / 3.0	
Gross Living Area	2,503 sq. ft.	2,616 sq. ft.	-6,800	2,409 sq. ft.	+5,600	2,622 sq. ft.	-7,100
Basement & Finished Rooms Below Grade	0sf 0rr0br0.0ba0o	0sf 0rr0br0.0ba0o		0sf 0rr0br0.0ba0o		0sf 0rr0br0.0ba0o	
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	Cent./Cent.	Cent./Cent.		Cent./Cent.		Cent./Cent.	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	2ga2dw	3ga3dw	-15,000	2ga2dw		2ga2dw	
Porch/Patio/Deck	Ent,Scr.Porch	Ent,Scr.Porch		Ent,Scr.Porch		Ent,Cv.Porch	+2,000
Fireplace	FP1	FP1		FP1		FP1	
Pool,etc.	Scr.Pool	Scr.Pool & Spa	-4,000	Det.Studio	0	No Pool	+25,000
Net Adjustment (Total)		[ ] + [X] -	$ -20,500	[X] + [ ] -	$ 29,300	[X] + [ ] -	$ 14,900
Adjusted Sale Price of Comparables		Net Adj. 5.71 % Gross Adj. 8.66 %	$ 338,500	Net Adj. 9.48 % Gross Adj. 9.48 %	$ 338,300	Net Adj. 4.63 % Gross Adj. 15.25 %	$ 336,900

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Public Record

My research [ ] did [X] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Public Record

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	09/17/2015			
Price of Prior Sale/Transfer	$245,500			
Data Source(s)	Public Record	Public Record	Public Record	Public Record
Effective Date of Data Source(s)	07/12/2018	07/12/2018	07/12/2018	07/12/2018

Analysis of prior sale or transfer history of the subject property and comparable sales The subject was purchased 09/17/2015 for $245,500.

Summary of Sales Comparison Approach All of the sales are located in the same area and considered good alternatives for the subject. Adjustments were made where necessary for differences in age, condition, size and amenities. The sales shown are over one mile away, but are considered to be within the subject's market area. They are the best available in relation to condition, age, quality, and overall amenities. All sales are considered to have similar conditions, and sale #1 has a similar overall effective age range. Sale #2 is an older dwelling, and does not have the subject's extensively updated bathroom and kitchen. It is adjusted based on an estimated effective age range of 20 years. It's detached 720 sf studio offsets the lack of a pool. Sale #3 is a newer dwelling, and adjusted based on an estimated effective age range of 5 years. Each sale is weighted equally in the final value estimate.

Indicated Value by Sales Comparison Approach $ 338,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 338,000 Cost Approach (if developed) $ 0 Income Approach (if developed) $ 0

In arriving at a final estimate of value for the subject property, most weight was accorded the Market Approach. The final adjusted range of $336,900 to $338,500 is considered reflective of the value of the subject property. See attached appraiser's certification and Statement of Limiting Conditions. No value is given to any personal property.

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 338,000, as of 07/10/2018, which is the date of inspection and the effective date of this appraisal.

File No. 18070011

ADDITIONAL COMMENTS

Borrower or Owner	Emory G & Dana Jo Shelley						
Property Address	10010 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Lender or Client	Emory G & Dana Jo Shelley						

ADDITIONAL FEATURES

Additional features include tile flooring, high ceilings, stainless steel appliances, granite counters, upgraded lighting and plumbing fixtures, custom trim work, fireplace, built-ins, recessed lighting, ceiling fans, plantation shutters, separate shower and tub in master bath.

Uniform Residential Appraisal Report

File # 18070011

ADDITIONAL COMMENTS

Although the subject's estimated market value is higher than the predominant value for the neighborhood, it is not considered to be an over-improvement for the area.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data

Quality rating from cost service | Effective date of cost data

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

The Cost Approach is not used as Fannie Mae relies on the Market Approach for older single family dwellings. See attached for square footage calculations.

OPINION OF SITE VALUE				=$
Dwelling	2,503 Sq. Ft. @ $			=$ 0
Pors.	367 Sq. Ft. @ $			=$ 0
Garage/Carport	462 Sq. Ft. @ $			=$ 0
Total Estimate of Cost-New				=$ 0
Less	Physical	Functional	External	
Depreciation	0			=$ (0)
Depreciated Cost of Improvements				=$ 0
'As-is' Value of Site Improvements				=$
Indicated Value By Cost Approach				=$ 0

Estimated Remaining Economic Life (HUD and VA only) 60 Years

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ 0 X Gross Rent Multiplier 0 = $ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) The Income Approach was not used, as the homes in the market area are not primarily purchased for their income potential.

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases | Total number of units | Total number of units sold

Total number of units rented | Total number of units for sale | Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

Uniform Residential Appraisal Report

File # 18070011

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # 18070011

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # 18070011

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

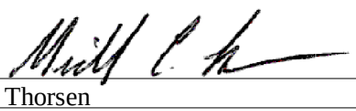
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Michael C. Thorsen
Company Name Professional Appraisal Services of NW FL
Company Address PO Box 9865
Pensacola, FL 32513
Telephone Number 850-384-4811
Email Address mct-pas@cox.net
Date of Signature and Report 07/12/2018
Effective Date of Appraisal 07/10/2018
State Certification # Cert Res RD2500
or State License #
or Other State #
State FL
Expiration Date of Certification or License 11/30/2018

ADDRESS OF PROPERTY APPRAISED
10010 Bristol Park Rd
Cantonment, FL 32533
APPRAISED VALUE OF SUBJECT PROPERTY $ 338,000
LENDER/CLIENT
Name No AMC
Company Name Emory G & Dana Jo Shelley
Company Address 10010 Bristol Park Rd
Cantonment, FL 32533
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

USPAP Compliance Addendum

File No. 18070011

Borrower/Client	Emory G & Dana Jo Shelley				
Property Address	10010 Bristol Park Rd				
City	Cantonment	County	Escambia	State FL	Zip Code 32533
Lender	Emory G & Dana Jo Shelley				

This report was prepared under the following USPAP reporting option:

[X] **Appraisal Report** This report was prepared in accordance with USPAP Standards Rule 2-2(a).

[ ] **Restricted Appraisal Report** This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90-120 days

As defined from USPAP: "EXPOSURE TIME: Is defined as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."

Additional Certifications

[X] I have **NOT** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.

[ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

Signature	Michael C. Thorsen	Signature	
Name	Michael C. Thorsen	Name	
Date of Signature	07/12/2018	Date of Signature	
State Certification #	Cert Res RD2500	State Certification #	
or State License #		or State License #	
State	FL	State	
Expiration Date of Certification or License	11/30/2018	Expiration Date of Certification or License	
Effective Date of Appraisal	07/10/2018	Supervisory Appraiser Inspection of Subject Property:	

[ ] Did Not [ ] Exterior-only from Street [ ] Interior and Exterior

Case No.
File No. 18070011

Borrower Emory G & Dana Jo Shelley
Property Address 10010 Bristol Park Rd
City Cantonment County Escambia State FL Zip Code 32533
Lender/Client Emory G & Dana Jo Shelley Address 10010 Bristol Park Rd, Cantonment, FL 32533

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property*

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

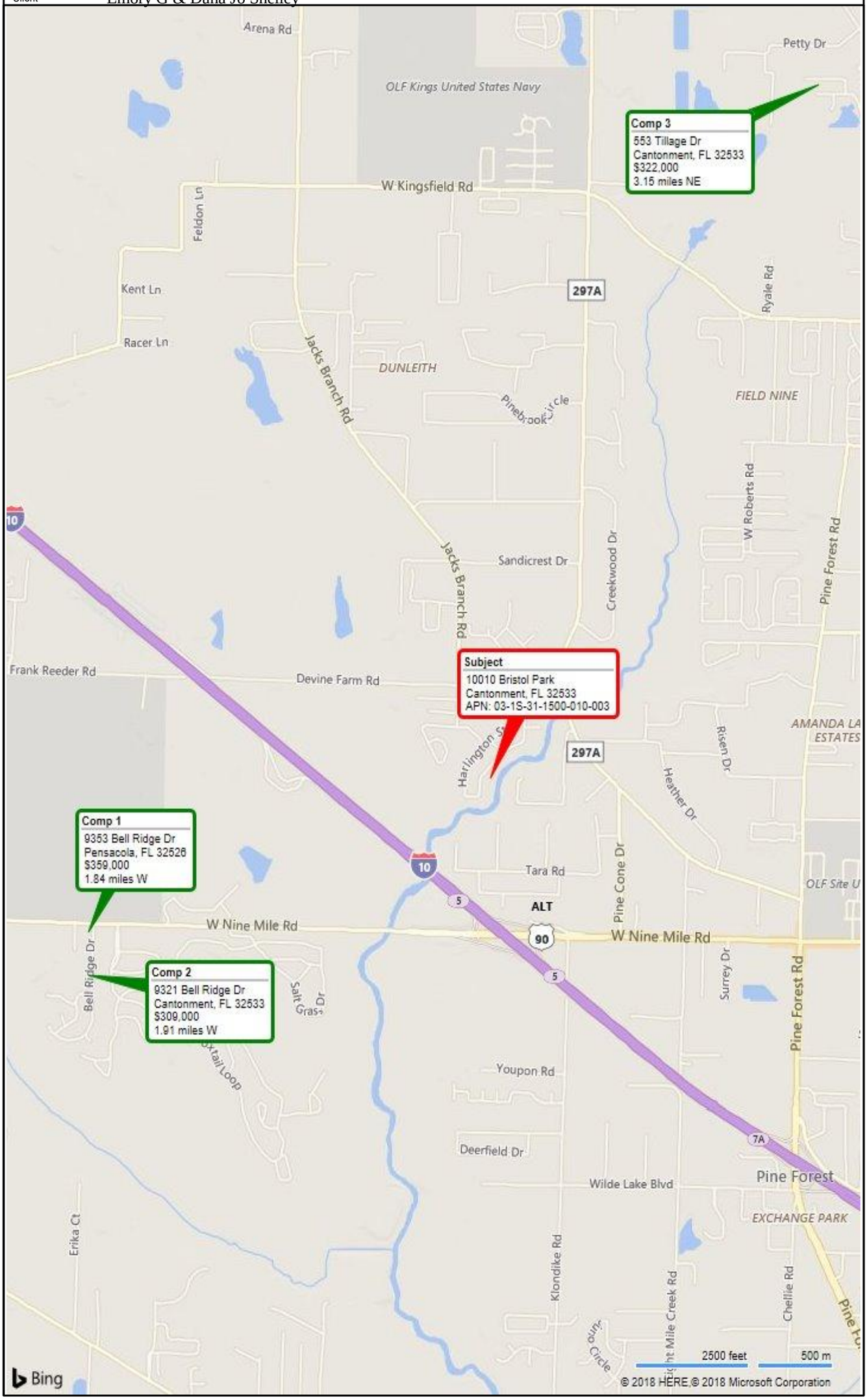
Example: 3.2 indicates three full baths and two half baths.

Abbreviation	Full Name	Appropriate Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concession
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
G	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTm	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
s	Settlement Date	Date of Sale/Time
sf	Square Feet	Area, Site, Basement
Short	Short Sale	Sale or Financing Concessions
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

File No. 18070011

Location Map

Borrower or Owner	Emory G & Dana Jo Shelley						
Property Address	10010 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Client	Emory G & Dana Jo Shelley						



File No. 18070011

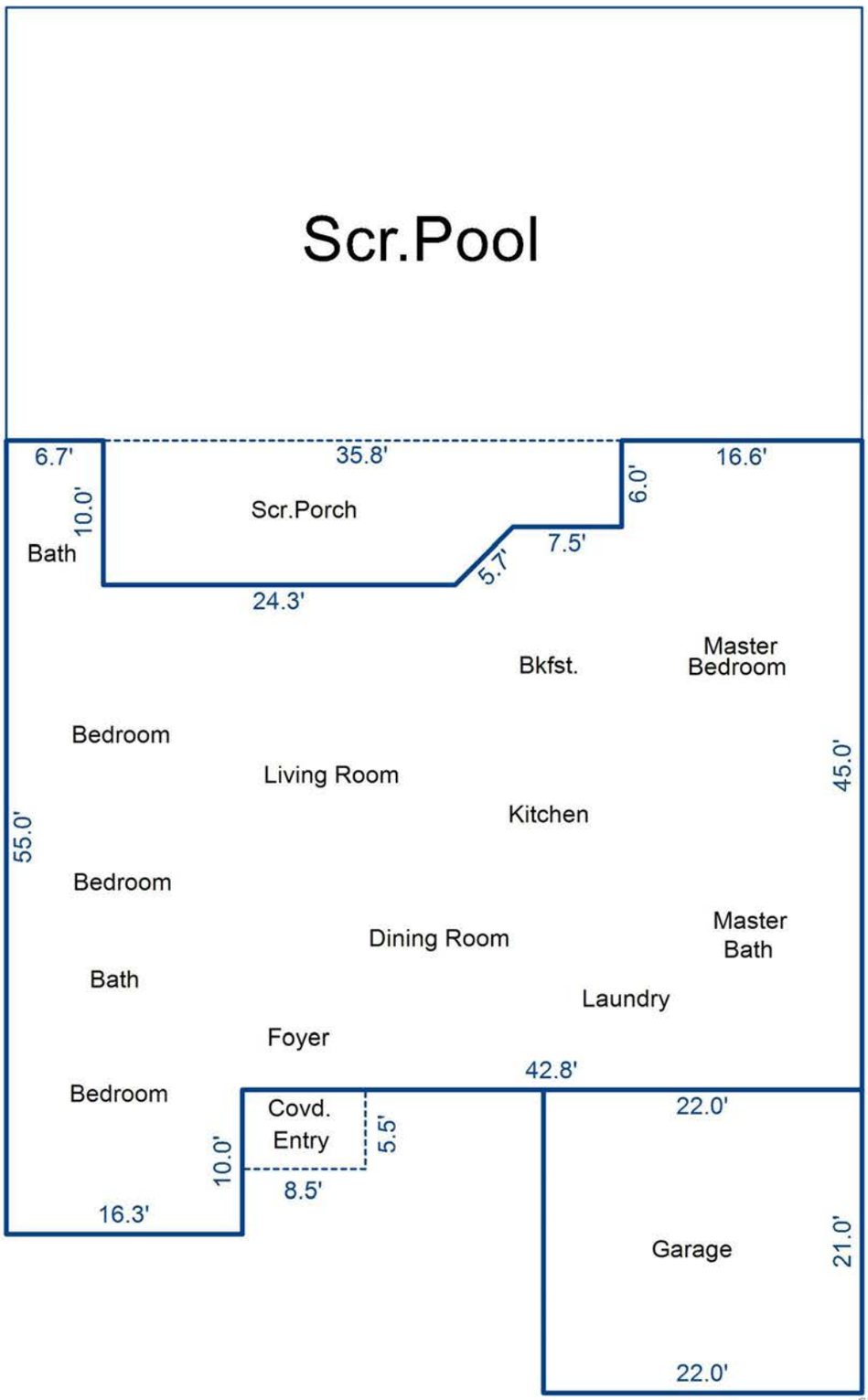
SITE PLAN

Borrower or Owner	Emory G & Dana Jo Shelley						
Property Address	10010 Bristol Park Rd						
City	Cantonment	County	Escambia	State	FL	Zip Code	32533
Client	Emory G & Dana Jo Shelley						

File No. 18070011

SKETCH ADDENDUM

Borrower or Owner Emory G & Dana Jo Shelley
Property Address 10010 Bristol Park Rd
City Cantonment County Escambia State FL Zip Code 32533
Client Emory G & Dana Jo Shelley



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA1	First Floor	1.0	2502.5	245.9	2502.5
GAR	Garage	1.0	462.0	86.0	462.0
P/P	Covd.Entry	1.0	46.8	28.0	
	Scr.Porch	1.0	320.0	89.3	366.8
	Net LIVABLE			(rounded)	2,503

AREA CALCULATIONS BREAKDOWN

Name	Base	x	Height	x	Width	=	Area
First Floor			35.0	x	28.1	=	983.5
	0.5	x	5.7	x	2.8	=	8.0
			24.1	x	4.0	=	96.4
			35.0	x	31.0	=	1085.0
			16.6	x	6.0	=	99.6
			10.0	x	6.7	=	67.0
			16.3	x	10.0	=	163.0
7 total items					(rounded)		2,503

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File No. 18070011

PHOTOGRAPH ADDENDUM

Borrower or Owner Emory G & Dana Jo Shelley
Property Address 10010 Bristol Park Rd
City Cantonment County Escambia State FL Zip Code 32533
Client Emory G & Dana Jo Shelley

FRONT VIEW OF SUBJECT PROPERTY

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

File No. 18070011

PHOTOGRAPH ADDENDUM

Borrower or Owner Emory G & Dana Jo Shelley
Property Address 10010 Bristol Park Rd
City Cantonment County Escambia State FL Zip Code 32533
Client Emory G & Dana Jo Shelley

10010 Bristol Park
KITCHEN

10010 Bristol Park
KITCHEN.

10010 Bristol Park
DINING ROOM

10010 Bristol Park
BREAKFAST

10010 Bristol Park
LIVING ROOM

10010 Bristol Park
LIVING ROOM.

File No. 18070011

PHOTOGRAPH ADDENDUM

Borrower or Owner Emory G & Dana Jo Shelley
Property Address 10010 Bristol Park Rd
City Cantonment County Escambia State FL Zip Code 32533
Client Emory G & Dana Jo Shelley

10010 Bristol Park
MASTER BEDROOM

10010 Bristol Park
MASTER VANITY

10010 Bristol Park
MASTER BATH

10010 Bristol Park
BEDROOM 2

10010 Bristol Park
BATH 2

10010 Bristol Park
BEDROOM 3

File No. 18070011

PHOTOGRAPH ADDENDUM

Borrower or Owner Emory G & Dana Jo Shelley
Property Address 10010 Bristol Park Rd
City Cantonment County Escambia State FL Zip Code 32533
Client Emory G & Dana Jo Shelley

10010 Bristol Park
BEDROOM 4

10010 Bristol Park
BATH 3

10010 Bristol Park
POOL

10010 Bristol Park
SHED

10010 Bristol Park
REAR

10010 Bristol Park
FRONT

File No. 18070011

PHOTOGRAPH ADDENDUM

Borrower or Owner Emory G & Dana Jo Shelley
Property Address 10010 Bristol Park Rd
City Cantonment County Escambia State FL Zip Code 32533
Client Emory G & Dana Jo Shelley

COMPARABLE #1

9353 Bell Ridge Dr
Pensacola, FL 32526

Price	$359,000
Price/SF	137.23
Date	s06/18;c05/18
Age	17
Room Count	7-4-2.1
Living Area	2,616
Value Indication	$338,500

COMPARABLE #2

9321 Bell Ridge Dr
Cantonment, FL 32533

Price	$309,000
Price/SF	128.27
Date	s06/18;c03/18
Age	23
Room Count	6-3-2.1
Living Area	2,409
Value Indication	$338,300

COMPARABLE #3

553 Tillage Dr
Cantonment, FL 32533

Price	$322,000
Price/SF	122.81
Date	s04/18;c03/18
Age	7
Room Count	7-4-3.0
Living Area	2,622
Value Indication	$336,900

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

850-487-1395

THORSEN, MICHAEL C
PO BOX 9865
PENSACOLA FL 32513-9865

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

RD2500 ISSUED: 10/16/2016

CERTIFIED RESIDENTIAL APPRAISER
THORSEN, MICHAEL C

IS CERTIFIED under the provisions of Ch.475 FS.
Expiration date: NOV 30, 2018 L1610160003191

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RD2500	

The CERTIFIED RESIDENTIAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

THORSEN, MICHAEL C
2720 BAYOU GRANDE BLVD
PENSACOLA FL 32507

ISSUED: 10/16/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1610160003191

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

   A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

   B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);

   C. Request modified Grant Agreement, allowing use of funds for purposes of construction;

   D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;

   E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and

   F. Authorize staff to prepare contracts for consideration and final approval by the Board.

   Approved 5-0, Items A through F

   Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14500 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/02/2018
Issue: Reallocation of Capital Improvement Program Funds - LOST III
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy Jones, P.E., Public Works Department Director

That the Board approve the reallocation of funds from Fund 352, LOST III, Cost Center 210107, "Transportation and Drainage (T&D)," in the amount of $84,331, to the following projects within Commission District 2:

FROM:

Type	Description	District	Amount	Description
T	Grande Lagoon	2	$59,331	$428,157 was budgeted for construction for the Grande Lagoon Drainage Improvements - Phase II project. The awarded bid for construction was $275,420, of which $152,737 remains. Transferring to Beach Haven Project for Change Order for construction.
D	Jackson Lakes Maintenance	2	$25,000	LOST Funds were not utilized for Jackson Lake Maintenance Project because it was funded through FEMA Fund 112 "Disaster Recovery Fund." Transferring funds to Talladega Trail for a house demolition and to grade lot to promote drainage in the area. House was damaged during the April 2014 Flood Event and purchased by the county.
			$84,331	**Total to Transfer**

TO:

Type	Description	District	Amount	Description

T	Beach Haven	2	$59,331	Transfer funds to pay for Change Order for Construction. Change Order Amount $249,750.37; available funds in project $198,454.23. This Change Order is for dewatering for roadway construction and additional 6” GAB is necessary in certain high-water table areas. The additional Graded Aggregate Base (GAB) for this Change Order is for Lownde, Wayne, and portions of Cairo and Lamar Avenues. Environmental staff and Engineer of Record (EOR) have approved using sod to help stabilize pond banks. To offset sod cost, a percentage of littoral zones 1 and 2 will be deducted. This Change Order also requests funds to install new mailboxes which were not included in the original bid. Change Order will not be more than 10% of the contract amount and will not require Board approval.
D	Talladega Trail	2	$25,000	Transfer funds to pay for house demolition and grading lot to ensure proper drainage in the area. House was damaged during the April 2014 Flood Event and purchased by the County.
			$84,331	**Total to Transfer**

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107]

BACKGROUND:

Escambia County Public Works Department requests the Board’s approval to transfer $84,331 from Fund 352, LOST III, Cost Center 210107 "Transportation and Drainage (T&D)" to the following projects:

FROM:

Type	Description	District	Amount	Description
T	Grande Lagoon	2	$59,331	$428,157 was budgeted for construction for the Grande Lagoon Drainage Improvements - Phase II project. The awarded bid for construction was $275,420, of which $152,737 remains. Transferring to Beach Haven Project for Change Order for construction.
D	Jackson Lakes Maintenance	2	$25,000	LOST Funds not utilized for Jackson Lake Maintenance Project because it was funded through FEMA Fund 112 "Disaster Recovery Fund." Transferring funds to Talledega Trail for a house demolition and to grade lot to promote drainage in the area. House was damaged during the April 2014 Flood Event and

				purchased by the county.
			$84,331	**Total to Transfer**

TO:

Type	Description	District	Amount	Description
T	Beach Haven	2	$59,331	Transfer funds to pay for Change Order for Construction. Change Order Amount $249,750.37; available funds in project $198,454.23. This Change Order is for dewatering for roadway construction and additional 6” GAB is necessary in certain high-water table areas. The additional Graded Aggregate Base (GAB) for this Change Order is for Lownde, Wayne, and portions of Cairo and Lamar Avenues. Environmental and EOR have approved using sod to help stabilize pond banks. To offset sod cost, a percentage of littoral zones 1 and 2 will be deducted. This change order also requests funds to install new mailboxes which were not included in the original bid. Change Order will not be more than 10% of the contract amount and will not require Board approval.
D	Talledega Trail	2	$25,000	Transfer funds to pay for house demolition and grading lot to ensure proper drainage in the area. House was damaged during the April 2014 Flood Event and purchased by the county.
			$84,331	**Total to Transfer**

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, Local Option Sales Tax III, Account 210107.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a budget amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate projects.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14559 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/02/2018
Issue: Confirmation of William R. Powell as Director of Corrections
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Confirmation of William R. Powell as Director of Corrections - Jack R. Brown, County Administrator

That the Board confirm the hiring of William R. Powell as the Director of Corrections to include the following: an annual salary of $124,173.50 per year; classified as Special Risk Class for retirement purposes; use of a County vehicle; up to $5,000 for relocation expenses, based on the lowest of three written quotes; and the same benefits that other County employees receive, such as insurance and leave accurals, effective September 1, 2018. This position is currently budgeted in the Fiscal Year 2017-2018 Budget and replaces Tamyra Jarvis, former Director of Corrections, who resigned on March 30, 2018.

[Funding: Fund 001, Gereral Fund, Cost Center 290301, Object Code 51101 or 51201]

BACKGROUND:

The Selection Committee for the Director of Corrections' position met to review the eighty-six applications on Monday, June 11, 2018, and moved five candidates forward to interview. On Friday, July 6, 2018, the Selection Committee without member Isaiah Dennard interviewed three of the five candidates and unanimously ranked William R. Powell as the top candidate. Prior to the interviews, two of the five candidates withdrew their applications for personal reasons.

The Selection Committee consisted of: Jack R. Brown, County Administrator; Matthew F. Coughlin, Assistant County Administrator; Chief Deputy Chip Simmons, Escambia County Sheriff's Department; Robin Wright, 1st Judicial Circuit Court Administrator; Chief Cornita Riley, Orange County Corrections; and

Isaiah Dennard, Jail Services Director, Florida Sheriff's Association.

The position was advertised nationally for over 60 days. Advertisements for the position were placed on the following websites: Myescambia.com, Corrections, Discovercorrections, the Florida Association of Counties (FAC), the Florida League of Cities, the Florida Sheriff's Association, Indeed.com, the National Association of Counties (NACO), Ziprecruiter, American Corrections Association, the American Jail Association, the Large Jail Network, and the National Association of Blacks in Criminal Justice (NABCJ).

BUDGETARY IMPACT:

The Director of Corrections position is included in the FY 17-18 budget.

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 prepare the Personnel Action Form for Mr. Powell to begin his employment.

Attachments

Bio William R. Powell
Bio Jack R. Brown
Bio Matthew F. Coughlin, Assistant County Administrator
Bio Cornita A. Riley, Orange County Corrections
Bio Chief Deputy Chip Simmons
Bio Robin Wright, Court Administrator, 1st Judicial Circuit
Bio Isaiah Dennard, Jail Services Coordinator, Florida Sheriff's Association

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William R. Powell

Mr. Powell began his career in 1984 in the United States Army. He served as a Nuclear Surety Military Policeman, Desk Sergeant Patrol Operation, Confinement Supervisor, Maximum Security Shift Supervisor and Field Recruiter. From 1998-2004, he served as Chief Correctional Supervision and Prisoner Administration Services in the Army Confinement Facility in Europe.

After he retired from the United States Army, he joined the Orange County Corrections Department in 2005 as a Captain, where he directed and managed the general operation of seven facilities with an average population of over 3,500 inmates. His responsibilities included staff management, development and implementation of policies and procedures, fiscal management, care, custody and control of inmate environment to ensure compliance with all federal, state, county and department regulations.

In 2011, he was promoted to the rank of Major. He was responsible for the daily operations of the Support Operations Division, consisting of the Booking and Release Center, processing over 47,000 bookings and subsequent releases annually, Court and Medical Security Units, Transportation Unit, Emergency Management Unit, Correctional Maintenance Unit, Road Crew Units, Supply Procurement Unit and Capital Projects Coordination. He currently is responsible for the Security Operations Division which provides direction and management of the general operation of the correctional facilities in Orange County, including personnel management, development and implementation of policy and procedures, fiscal management and overseeing the care, custody and control of inmates.

He obtained a Master of Human Relations degree from the University of Oklahoma, a Master of Criminal Justice and a Master of Management from Troy University. He is certified as a Jail Manager with the American Jail Association and as a Certified Corrections Executive with the American Correctional Association. His professional affiliations include the American Correctional Association, the American Jail Association, the Florida Sheriffs Association and the National Sheriffs Association.

He and his wife Heather have been married for over 34 years and have two adult sons.

JACK R. BROWN

Jack R. Brown is the County Administrator for Escambia County. He entered the United States Army as a private in November 1971 and retired in 1996 as a Lieutenant Colonel. His last assignment in the Army was as Chief of NATO War Plans for V Corps. He is credited by LTG John Abrams as having written the covering force plan for US forces entering into Bosnia and helping form the foundation of the Dayton Peace Accord. General B. B. Bell cited him as being one of the Army's leading experts in peace keeping operations at the time of his retirement in 1996.

After retiring from the Army, he served Taylor County as the Director of Human Resources and County Manager. In January 2001 he was hired as the General Manager of RDS Manufacturing Company. A position that he held for 18 months prior to being recruited as a faculty member at Florida State University, as the Director of Administration and Development at the Florida Center for Reading Research. While at FSU he was elected as a County Commissioner in Taylor County. In the summer of 2006 he announced that he would not seek a second term. In January 2007 he resigned from FSU and returned to serve Taylor County as the County Administrator until June 2014 when he moved to Escambia County to serve as the County Administrator.

He has served in a variety of leadership positions including the Aucilla Regional Landfill Board of Directors, Taylor County Economic Development Council, Taylor County Tourist Development Council, Taylor County Chamber of Commerce, Charter President of Taylor County Toastmasters, and Chairman of the Taylor County Board of County Commissioners, Chairman of the Strategic Planning Committee of the Learning Systems Institute at FSU, Past President of the Board of Boards of the Florida Association of Counties Foundation, Past President of the Florida Association of County Managers, and as a member of the Governors Transportation Task Force for Governance.

Jack R. Brown graduated from the University of Florida with a degree in Business Education as a Distinguished Military Graduate and was commissioned in the United States Army in 1978. He also is a graduate of the United States Army Combined Arms and Service Staff School, the United States Army Command and General Staff and has earned three Masters Degrees including a Masters of Science in Business Administration from the Florida Institute of Technology, a Masters in National Security and Strategy from the United States Naval Staff College, and a Masters of Military Arts in Theater Operations from the Army's School of Advanced Military Studies (SAMS).

Matthew F. Coughlin
Assistant County Administrator

Matthew Coughlin serves as the Assistant County Administrator. In his role, he oversees Public Safety, Corrections, Facilities Management, and Building Services.

He joined Escambia County in July 2017, he served as the Assistant Director of the Pensacola International Airport, where he was responsible for the daily management of the Small Hub FAA part 139 certified airport, with a $26 million budget. Prior to his time with the City, he had a successful 24-year career as a Naval officer and aviator. His final tour was as Naval Air Station Whiting Field's Commanding Officer from 2011 to 2014.

A native of Greenfield, Massachusetts, he holds a Bachelor of Science in Mechanical Engineering from Western New England University, a Master of Science in management from the Naval Post Graduate School and a Master of Science in National Resource Strategy from the National Defense University.

Chief Cornita A. Riley
Orange County Corrections

Chief of Corrections Cornita A. Riley has dedicated more than 19 years of service to Orange County and remains a leader for social change and excellence in Public Safety.

In March 2014, Chief Riley was recognized by her hometown as one of “St. Petersburg’s First Ladies in African American History” by the Dr. Carter G. Woodson African American Museum Board of Directors. As the first female African-American Chief of Orange County Corrections, she is a role model for women in our region and has made great strides in improving the quality of life for all Orange County residents.

“With no thoughts of a career in law enforcement or corrections, I never imagined my life journey would lead me to become a successful corrections executive,” said Chief Riley, who has 32 years of experience in Public Safety. “Over the years, I have been committed to serving my community, mentoring others, and doing all I can to make a positive difference.”

Chief Riley’s career in the criminal justice system began at the Florida Department of Corrections in 1981 when she took on the role of Probation and Parole Officer after graduating from Florida State University with her Bachelors in Rehabilitation Counseling.

While at the Florida Department of Corrections, she held the position of Assistant Superintendent and then, Regional Assistant Warden. In 1999, she joined Orange County Corrections as the manager of the Special Facilities and the Inmate Services Division. Rising through the ranks, she received multiple promotions and was later promoted to Deputy Chief of Operational Services, where she served for five years prior to her appointment as the Chief of Corrections by Mayor Teresa Jacobs.

Chief Riley oversees the third largest jail in Florida and is responsible for more than 1,800 corrections officers and staff, 3,100 inmates and more than 6,000 individuals assigned to Community Corrections programs. In Fiscal Year 2017-2018, Chief Riley was responsible for the $157 million Correction’s budget.

“Chief Riley is a person of deep character and values and those virtues permeate both her personal and professional life. She can make tough decisions but always in a way that is thoughtful and fair,” Linda Akins Weinberg, Deputy County Administrator for Orange County Government. “She is a ‘leader’ in every sense of the word—leading by example, by encouragement and by accountability.

Since her appointment to Chief of Corrections in October 2013, Chief Riley has implemented an 18-month strategic plan that focuses on Public Safety and outcome measures, including superior jail, probation, program management and operations. Chief Riley is leading Corrections through a culture of change and her inspirational leadership is a testament to her commitment to public safety and the community that we serve.

CHIEF DEPUTY CHIP SIMMONS

Chief Deputy Chip W. Simmons is responsible for the day-to-day operations of the Sheriff's Office. He previously served as Assistant County Administrator for Escambia County, and as Police Chief for the Pensacola Police Department before retiring from the Police Department in August 2015. He began his law enforcement career in 1984 as a corrections officer for the Escambia County Sheriff's Office and was hired by the Pensacola Police Department as an officer in 1986. His assignments have included uniform patrol, investigations, narcotics and SWAT.

Chip has received numerous department awards in recognition of his service to the community, including a Bronze Cross and the Gold Medal of Valor, which is the department's highest award for heroism. He also has been named to the Police and Firefighters Heroes Hall of Fame, the Pine Forest High School Alumni Hall of Fame, and received the Volunteer of the Year and Sports Lifetime Achievement awards from the Emerald Coast Youth Sports Association. In 2013 he received the Mayor's Leadership Award for the city of Pensacola.

The Pine Forest High School graduate holds an Associate of Science degree in Criminal Justice from Pensacola Junior College, a Bachelor of Science degree in Criminal Justice from Troy State University, and a Master of Public Administration degree from Troy State University. He also graduated from the FBI National Academy in Quantico, VA.

He has had memberships on the Statewide Terrorist Network Group, Organized Crime Drug Enforcement Task Force, U.S. Customs Blue Lightning Strike Force, Favor House board of directors, Ronald McDonald House board of directors, and is currently on the board of Trustees for Pensacola State College. He was a member of Leadership Pensacola class of 2004.

ROBIN M. WRIGHT, Trial Court Administrator with the First Judicial Circuit, Pensacola, Florida. She has served in this position since 2007 and is Responsible for the administration of the trial court operations, programs and services including financial and budget services, strategic and operational planning, information technology, and communications, security, emergency operations, personnel, facilities, capital projects, and public information.

Ms. Wright has served as Director of Court Services for the First Circuit and has been involved in the development and implementation of two adult drug courts, a parent drug court and a juvenile drug court. She has been responsible for implementing best practices in the Dependency System and implementing a number of court-based programs. Ms. Wright has also worked as a consultant for the American University, National Association of Drug Court Professionals and the National Council of Juvenile and Family Court Judges. She graduated from the University of South Alabama with a Bachelor of Arts degree in Criminal Justice Administration.

She serves on the Advisory Committee on Enhancing the Treatment-based Drug Courts in Florida, the Supreme Court Drug Court Steering Committee, the Supreme Court Steering Committee on Families and Children in the Court, the Supreme Court Problem Solving Court Steering Committee, the Supreme Court Interpreters Certification Board, the Trial Court Budget Commission, Department of Children and Family - Alcohol, Drug Abuse and Mental Health Planning Council, the Circuit One Community Alliance, Okaloosa County Judicial Planning Committee, Okaloosa County Public Safety Coordination Council, Escambia County Mental Health Task Force and Achieve Escambia.

Bio – Mr. Isaiah Dennard

For the past seven years, Isaiah Dennard has served as the Jail Services Coordinator for the Florida Sheriff's Association. Mr. Dennard's professional knowledge of correctional facilities along with his insight into the world of Corrections has no doubt strengthen the Florida Sheriff's Association.

Lt. Dennard retired from the Orange County Corrections Department after 25 years of dedicated service. In 2009, Lt. Dennard was awarded the Assessor of the Year and the Distinguished Service Award by the Florida Corrections Accreditation Commission (FCAC).

Mr. Dennard assisted the Florida Corrections Accreditation Commission with their assessments of various correctional facilities throughout the State. Mr. Dennard served as the team leader on five separate assessments and his extraordinary support and superb leadership led to the accreditation of all five facilities.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14400 **County Attorney's Report 9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 08/02/2018
Issue: Authorize the Scheduling of a Public Hearing to Consider Amending Section 10-25 of the Escambia County Code of Ordinances
From: Bobbie Ellis-Wiggins, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances Relating to Pensacola Beach Dog Park.

That the Board authorize the scheduling of a Public Hearing on August 16, 2018, at 5:33 p.m. to consider amending Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances regarding the Pensacola Beach Dog Park to extend "Park East" by 100 feet to the east and 100 feet to the west.

BACKGROUND:
The Santa Rosa Island Authority has requested an amendment to Section 10-25 of the Escambia County Code of Ordinances regarding the Pensacola Beach Dog Park to extend “Park East” by 100 feet to the east and 100 feet to the west. A proposed clarification of the sunset provision in Section 10-25 is also included.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The proposed Ordinance was drafted by Assistant County Attorney Bobbie Ellis-Wiggins and will be advertised in the Pensacola News Journal on August 4, 2018. At the Board of County Commissioners meeting of June 21, 2018, the Board voted to extend the dog park by 100 feet in each direction; the provision will sunset on July 6, 2019.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

6-13-2018 SRIA Minutes
6-21-2018 BCC Minutes
Ordinance

June 13, 2013 Board Mtg. Seat

9. UPDATE BY DAVID FORTE, DIVISION MANAGER, PUBLIC WORKS DEPARTMENT, ESCAMBIA COUNTY

Mr. Forte presented his report to the Board and asked if there were any questions.

CONSENT AGENDA

10. COMMITTEE REPORTS

A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, DR. THOMAS CAMPANELLA, CHAIRMAN, MS. KAREN SINDEL AND MS. JANICE GILLEY, MEMBERS

Item # 1 – Request by David & Cheryl Grosso – 808 Maldonado Dr. – Lot 19, Block 10, Villa Segunda – to construct an in ground swimming pool with an encroachment of 15' into the 20' rear yard setback. (Staff report by Paolo Ghio)

The Committee unanimously approved staff's recommendation.

B. DEVELOPMENT & LEASING COMMITTEE, MS. TAMMY BOHANNON, CHAIRWOMAN, DR. THOMAS CAMPANELLA AND MS. BRIGETTE BROOKS, MEMBERS

Item # 1 – Approval to amend the current Dog Park Ordinance Chapter 10, Section 25, of the Escambia County Code of Ordinances to enlarge the lineal footage of the dog park near Park East. (Staff report by Paolo Ghio)

The Committee unanimously approved staff's recommendation.

Item # 2 - Discussion on the non-renewal of Master Leases that do not pass along the lease fee reduction to their sub-lessees. (Report by Tammy Bohannon)

No action taken, discussion item only.

C. ADMINISTRATIVE COMMITTEE, MS. KAREN SINDEL, CHAIRWOMAN, MR. JERRY WATSON AND MS. TAMMY BOHANNON, MEMBERS

Item # 1 – Report on Financial Statements and Expenditures. (Staff report by Dottie Ford)

The Committee unanimously accepted the report on Financial Statements and Expenditures as presented.

Upon motion of Ms. Karen Sindel seconded by Dr. Thomas Campanella, the Board unanimously approved the Consent Agenda as presented. (6-0)

SANTA ROSA
ISLAND AUTHORITY

BOARD MEMBERS

Jerry Watson
Chairman

Karen Sindel
Vice Chairman

Janice Gilley
Secretary Treasurer

Tammy Bohannon
Acting Secretary Treasu

Brigette Brooks
Member

Thomas Campanella
Member

SANTA ROSA ISLAND AUTHORITY
DEVELOPMENT & LEASING COMMITTEE
MAY 23, 2018

MEMORANDUM

TO: Authority Members

FROM: Executive Director

DATE: May 24, 2018

RE: Minutes of May 23, 2018 Development & Leasing Committee Meeting

A regularly scheduled meeting of the Development & Leasing Committee was held on Wednesday, May 23, 2018. Members present were Ms. Tammy Bohannon, Chair, Dr. Thomas Campanella and Ms. Brigette Brooks. Also present were Board Members Mr. Jerry Watson, Ms. Karen Sindel and Ms. Janice Gilley. Ms. Bohannon, Chair, called the meeting to order and presented the following items:

Item # 1 – Approval to amend the current Dog Park Ordinance Chapter 10, Section 25, of the Escambia County Code of Ordinances to enlarge the lineal footage of the dog park near Park East. (Staff report by Paolo Ghio)

SPEAKER:

Carlene Smith – She lives at Portofino and goes for walks on the beach often. She has had some negative experiences with the dog park, and requested the park, if it has to be increased, be increased 200' all in the east direction. She questioned who to call with issues, when the officers work, the response time once they had been called, and were they available at all times? She doesn't understand the need to expand the park, as she rarely sees it full.

Mr. Ghio explained the Island Authority has a dedicated officer who works 40 hours a week, at various times, so people don't become accustomed to her schedule. He stated that people that go to Park East also needed to be taken into consideration, thus the proposed 100' on each end of the dog park.

Discussion followed.

Dr. Campanella questioned if there is a good way to figure out how often it is "highly utilized", as he has never seen the area full.

Ms. Sindel reminded the audience that this is not just for Island residents, and stated she gets many calls from people that live in town, complaining that the park gets full. She complimented Mr. Ghio on being proactive in handling this situation.

Ms. Brooks asked if more signage could be added, with a contact number to report issues.

Mr. Ghio said yes, and he would incorporate the information into current signage.

Mr. Ghio explained that currently the ordinance will sunset in June of 2019, and asked the Board to consider requesting the BOCC to remove the clause completely.

Ms. Bohannon pointed out the ordinance could always be revisited in the future, if warranted.

Upon amended motion of Dr. Tom Campanella seconded by Ms. Brigette Brooks, the Committee unanimously approved to amend the current Dog Park Ordinance Chapter 10, Section 25, of the Escambia County Code of Ordinances to enlarge the lineal footage of the dog park near Park East by 200', improve signage at the parks to add a phone number for people to report issues, and remove the sunset clause completely from the ordinance. (3-0)

Item # 5 – Discussion on the non-renewal of Master Leases that do not pass along the lease fee reduction to their sub-lessees. (Report by Tammy Bohannon)

Ms. Bohannon is in support of some action (policy, perhaps) to be taken to not renew master leases that have subleases attached to them. She raised the question: if the Island goes to fee simple, who will have the option be given to, the Master or the sublease that has been paying the taxes.

Mr. Watson pointed out that people agree to the terms when they purchased the property.

Mr. Stebbins said that in theory, the Board could adopt a policy, but could potentially be sued if they didn't renew a lease that has a renewal clause in it. He pointed out all a master leaseholder would have to do is wait for a new SRIA Board to take over and

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Continued…

B. Authorize the County Administrator to execute the proposed agreement with the EEOC, if approved by the Board.

Motion: No Action Taken	
Made by: N/A	**Seconded:** N/A
Disposition: N/A	

II. FOR DISCUSSION

1. Recommendation: That the Board discuss and determine whether to direct the County Attorney's Office to proceed with drafting any amendments to the Pensacola Dog Beach Ordinance based on the provided letter from the Santa Rosa Island Authority.

Motion: To "extend the dog park by 100 feet in each direction, but that it will still sunset in June of next year"	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

2. Recommendation: At the request of Commissioner Grover Robinson, that the Board consider approval of the provided Resolution [R2018-69] that no new private leaseholds shall be created and conveyed on any property on Santa Rosa Island owned by Escambia County and/or administered by the Santa Rosa Island Authority.

Motion: To approve the recommendation	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried unanimously	

Addendum #1
CAT II-1
BCC: 06-21-2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Board of County Commissioners

FROM: Alison P. Rogers, County Attorney APR

DATE: June 19, 2018

ISSUE: Amending the Pensacola Dog Park Ordinance

RECOMMENDATION:
Recommendation Concerning Amending the Pensacola Dog Park Ordinance.

That the Board discuss and determine whether to direct the County Attorney's Office to proceed with drafting any amendments to the Pensacola Dog Beach Ordinance based on the attached letter from the Santa Rosa Island Authority.

BACKGROUND:

The Board established the Pensacola Dog Park on February 21, 2013. The current ordinance will sunset on July 6, 2019.

BUDGETARY IMPACT: N/A

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION: N/A

IMPLEMENTATION REQUIREMENTS: N/A

Attachment:
Ltr. from the SRIA dated June 18, 2018

SANTA ROSA
ISLAND AUTHORITY

BOARD MEMBERS

Jerry Watson
Chairman

Karen Sindel
Vice Chairman

Janice Gilley
Secretary Treasurer

Tammy Bohannon
Acting Secretary Treasurer

Brigette Brooks
Member

Thomas Campanella
Member

June 18, 2018

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

RE: Pensacola Beach Dog Park Ordinance – Sec. 10.25, Code of Ordinances, Escambia County, Florida

Dear Jack:

I am writing to you on behalf of the Santa Rosa Island Authority Board of Directors to let you know that Santa Rosa Island Authority Board of Directors voted to recommend changes to the above ordinance to the Escambia County Board of County Commissioners.

There are two specific changes that the Santa Rosa Island Authority Board of Directors is proposing:

1. Sec. 10-25(3)(b) - that Parking Lot E ("Park East") be extended an additional 100 feet to the west (from 150 feet to 250 feet) of the dune walkover and 100 feet to the east (150 feet to 250 feet) of the dune walkover; and,

2. Sec. 10-25(5) – that the sunset provision be eliminated.

Enclosed is a copy of the ordinance for your consideration.

Assuming it is agreeable to you, we at the SRIA can draft the proposed ordinance revisions in the appropriate format and submit them to you and Ms. Rogers for consideration.

Sincerely,

Paolo Ghio

Paolo Ghio,
Executive Director
Director of Environment/Development
Santa Rosa Island Authority

Enclosure
cc: Alison Rogers, Escambia County Attorney (via email w/encl.)

Sec. 10-25. - Pensacola Beach dog park.

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

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

(3) *Dog parks, requirements, hours.*

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

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

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

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

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

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

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

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

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

(5) *Sunset provision.* This provision shall stand repealed four years from the date of enactment unless reviewed and saved from repeal through reenactment by the board of county commissioners.

(Ord. No. 2013-7, § 2, 2-21-2013; Ord. No. 2013-34, § 1, 8-8-2013; Ord. No. 2014-27, § 1, 7-24-2014; Ord. No. 2014-43, § 1, 12-11-2014; Ord. No. 2015-22, § 1, 7-7-2015; Ord. No. 2017-39, § 1, 7-6-2017)

ORDINANCE NUMBER 2018-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-25 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOG PARKS ON PENSACOLA BEACH TO EXTEND "PARK EAST" BY 100 FEET TO THE EAST AND 100 FEET TO THE WEST AND TO CLARIFY THE SUNSET PROVISION; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of County Commissioners further finds that the proposed amendments to extend "Park East" by 100 feet in each direction and to clarify the sunset provision serve an important public purpose.

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

SECTION 1. Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 10-25. – Pensacola Beach dog park.

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

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

(3) *Dog parks, requirements, hours.*

(a) Except as specifically provided herein, it shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under

DRAFT

his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority.

(b) Dogs shall be permitted on that portion of Pensacola Beach on the Gulf of Mexico adjacent to Parking Lot B ("Park West") extending south from the dune vegetation line to the Gulf of Mexico and 100 yards to the west of the dune walkover and Parking Lot E ("Park East") extending south from the dune vegetation line to the Gulf of Mexico and ~~150~~ 250 feet to the east and ~~150~~ 250 feet to the west of the dune walkover.

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

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

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

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

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

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

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

(5) *Sunset provision.* This ~~provision~~ section 10-25 shall stand repealed ~~four years from the date of enactment~~ on July 6, 2019, unless reviewed and saved from repeal through reenactment by the board of county commissioners.

SECTION 2. SEVERABILITY AND CONFLICTS.

DRAFT

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance. If this ordinance conflicts with any other ordinance in the Escambia County Code of Ordinances, this ordinance shall apply.

SECTION 3. INCLUSION IN CODE.

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

SECTION 4. Effective Date.

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

DONE AND ENACTED this _____ day of_____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BY: _____
Deputy Clerk

(Seal)

Enacted:
Filed with Department of State:
Effective Date:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14546 **County Attorney's Report 9. 2.**
BCC Regular Meeting **Action**
Meeting Date: 08/02/2018
Issue: Ratify the Filing of a Motion to Amend Answer in Andrea N. Minyard, M.D. vs. Escambia County, et al., Case No. 2018 CA 000780
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratifying the Filing of a Motion to Amend Answer and to Assert Counterclaim Against *Andrea N. Minyard, M.D. and to Bring a Claim Against Gulf Coast Autopsy Physicians, P.A. as an Additional Counterclaim Defendant.*

That the Board take the following action:

A. Ratify the filing of a motion to amend answer and to assert counterclaim against Andrea N. Minyard, M.D. and to bring a claim against Gulf Coast Autopsy Physicians, P.A. as an additional counterclaim defendant; and

B. Ratify and authorize the County Attorney's Office to seek the granting of the motion and prosecute a counterclaim against Andrea N. Minyard, M.D. and Gulf Coast Autopsy Physicians, P.A.

BACKGROUND:

On May 15, 2018, the District Medical Examiner, Andrea N. Minyard, M.D. filed and served a complaint for declaratory relief against Escambia County and the other three counties that comprise District 1. At the time of the filing of the complaint, and when Escambia County initially answered the complaint, the Okaloosa County Inspector General's Report had not been completed. On July 3, 2018, Brad E. Embry, Inspector General, completed his report and made several findings. Of note, Mr. Embry found that collected cremation authorization fees had not been credited against reimbursable expenses on a dollar-for-dollar basis in the approximate sum of $114,000.00 from the period October 1, 2016 through March 31, 2018. In addition, he found that the budget allocations for the hiring of an

Associate Medical Examiner were not used a majority of the time and, the budget allocation was not returned to Escambia County.

As Dr. Minyard operated her office through Gulf Coast Autopsy Physicians, P.A., funds for professional fees and for reimbursement of her expenses were transferred into this corporation. Therefore, in order for the County to obtain full relief, this corporation must be sued and included in the counterclaim. The motion to amend the County's answer and to assert a counterclaim was filed on July 24, 2018. This office seeks authorization to have the motion to amend the County's answer and to assert the counterclaim set for hearing before the presiding trial judge. When the motion is granted, this office also requests authorization to pursue the relief and claims asserted in the counterclaim against Dr. Minyard and her corporation, Gulf Coast Autopsy Physicians, P.A.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Peppler, Deputy County Attorney, will be representing the County and will prosecute the counterclaim.

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-14510 **County Attorney's Report 9. 3.**
BCC Regular Meeting **Action**
Meeting Date: 08/02/2018
Issue: Brownsville Assembly of God Church Agreement With a Reverter Condition of the X Street Parcel Vacated by the County
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Brownsville Assembly of God Church Agreement With a Reverter Condition of the X Street Parcel Vacated by the County.

That the Board take the following action:

A. Approve and authorize the Chairman to execute the Agreement with a reverter condition of the X Street parcel vacated by the County;

B. Accept the attached letter from The Paces Foundation committing to allow pedestrian access from Gonzales and X Street through the property;

C. Authorize the correction of a scrivener's error in the legal description set forth in Resolution R2018-71, which was approved by the Board on July 5, 2018, and amend the sixth word in the second paragraph of the legal description from "easterly" to "westerly" to accurately reflect the area vacated by the Board; and

D. Approve an amendment to the release of the County's surface and subsurface rights associated with the retained fractional interest in the phosphates, minerals, metals and petroleum in that parcel to be conveyed by the County, and authorize the deed conveyed by the County to include the following paragraph:

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property, pursuant to Section 270.11, Florida Statutes; however, the foregoing reservation shall not include, and Grantor hereby releases, any right of access over and across the surface estate and any privilege

to mine, develop or otherwise explore in, on or under the Property.

BACKGROUND:

On July 19, 2018 the Board referred this issue to the August 2, 2018 meeting. The Board approved the vacation of a portion of X Street as petitioned by Brownsville Assembly of God at its July 5, 2018 meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement
Draft Minutes -- July 5, 2018
Pedestrian Access Letter
Resolution R2018-71

AGREEMENT

This Agreement is made and entered into as of this day of July ___, 2018, by and between Brownsville Assembly of God Church, a Florida not for profit corporation, whose address is 3100 West Desoto Street, Pensacola, Florida 32505 (the "Church"), and Escambia County, Florida, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (the "County").

WITNESSETH:

WHEREAS, the Church has entered into a purchase and sale contract, as amended, with The Paces Foundation, Inc. (as assigned to Brownville Manor LP, a Florida limited partnership, "Paces") for certain property located in Brownsville, Escambia County, Florida, as more fully described in Exhibit "A" attached hereto and made part hereof (the "Property"), which contract required the vacation of a portion of X Street; and

WHEREAS, Paces submitted an application in response to a Request for Applications from the Florida Housing Finance Corporation to develop an affordable senior multifamily apartment complex (the "Apartments"), together with related structures and improvements (the "Development"), on the Property; and

WHEREAS, to construct the Development on the Property, the vacation of a portion of X Street, more particularly described on the attached Exhibit "B" ("X Street Parcel"), is necessary for the safety of the residents of the Apartments and the success of the Development; and

WHEREAS, Church filed an application with the County to vacate the X Street Parcel; and at a meeting of the Board of County Commissioners on May 17, 2018, the Church requested a public hearing for the vacation of the X Street Parcel; and

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on July 5, 2018, the County held a public hearing and voted to grant the Church's petition to vacate the X Street Parcel, subject to the condition that Paces complete the Development.

NOW, THEREFORE, for and in consideration of the vacation of the X Street Parcel, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Incorporation of Recitals. The Church and the County do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Agreement.

2. Reverter of the X Street Parcel; Termination of Reverter Condition. If Paces does not construct the Development on the Property, the Church shall ensure that X Street Parcel shall be returned to the County's ownership and the Church shall promptly take all steps necessary to deed or convey the X Street Parcel to the County in the event Paces does not commence construction by July 5, 2021. Upon issuance of building permits for the Development, Paces (and

the Church, to the extent required) is authorized, without any further notice, consent or action required on the part of the County, to execute and record in the Public Records of Escambia County, Florida, an instrument evidencing the termination of the reverter condition.

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

4. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by both parties.

5. Effective Date. This Agreement shall become effective upon the date last executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BROWNSVILLE ASSEMBLY OF GOD CHURCH

Witness _____
Print Name _____

Witness _____
Print Name _____

_____
Evon G. Horton, Chairman
Brownsville Assembly of God Church

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this _____ day of _____, 2018, by Evon G. Horton, as Chairman of Brownsville Assembly of God Church, a Florida not-for-profit corporation, on behalf of the corporation. He (_) is personally known to me, or (_) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title:_____
Date: 7/26/18

EXHIBIT A

PARCEL "A"
BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "Y" STREET (80' R/W) FOR A DISTANCE OF 250.00 FEET TO A POINT 55.00 FEET SOUTH OF THE NORTHWEST CORNER OF OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO EASTERLY PARALLEL WITH AND 55.00 FEET SOUTH OF THE SOUTHERY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 150.15 FEET TO THE WEST LINE OF LOT 4 OF SAID FIRST ADDITION TO WELLES BROWNSVILLE ADDITION; THENCE GO SOUTHERLY ALONG THE WESTERSLY LINE OF SAID LOT 4 A DISTANCE OF 75.00 FEET; THENCE GO EASTERLY PARALLEL WITH AND 130.00 FEET SOUTH OF THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 150.15 FEET TO THE WEST R/W LINE OF "X" STREET (80' R/W); THENCE GO SOUTHERLY ALONG SAID WESTERLY R/W LINE A DISTANCE OF 175.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238 OF THE AFORESAID MCMILLIAN SUBDIVISION, ALSO BEING A POINT ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W); THENCE WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 238 AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL "B"
BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (80' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHWEST CORNER OF OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET(55' R/W) FOR A DISTANCE OF 287.01 FEET TO THE WESTERLY R/W LINE OF "W" STREET (80' R/W); THENCE GO SOUTHERLY ALONG SAID R/W LINE A DISTANCE OF 305.00 FEET TO THE SOUTHERLY LINE OF BLOCK 224 OF AFORESAID MCMILLIAN SUBDIVISION, ALSO BEING THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W); THENCE WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 94.80 FEET TO A POINT 16.0 FEET EAST OF THE EAST LINE OF LOT 6 OF SAID BLOCK 244, MCMILLIAN SUBDIVISION; THENCE NORTHERLY ALONG A LINE PARALLEL WGH AND 16.0 FEET EAST OF SAID EAST LINE OF SAID LOT 6 A DISTANCE OF 120.00 FEET TO THE NORTHERLY LINE OF SAID MCMILLIAN SUBDIVISION; THENCE GO WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 44.00 FEET TO A POINT 3.0 FEET WEST OF THE WESTERLY LINE OF SAID LOT 6; THENCE GO SOUTHERLY ALONG A LINE PARALLEL WITH AND 3.0 FEET WEST OF SAID WESTERLY LINE OF LOT 6 A DISTANCE OF 119.11 TO THE NORTH R/W LINE OF DE SOTO STREET (R/W 55'); THENCE GO WESTERLY A DISTANCE OF 147.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 224 AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTIONS 28 AND 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL "C"
COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

THENCE GO EASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF DE SOTO STREET (55' RIGHT OF WAY) A DISTANCE OF 147.00 FEET TO A POINT 3.00 FEET WEST OF THE WESTERLY LINE OF LOT 6, MCMILLIAN SUBDIVISION TO THE POINT OF BEGINNING;

THENCE GO NORTHERLY TO THE NORTH LINE OF BLOCK 224, MCMILLIAN SUBDIVISION A DISTANCE OF 119.11 FEET;

THENCE GO EASTERLY ALONG SAID NORTH LINE OF BLOCK 224, OF AFORESAID MCMILLIAN SUBDIVISION A DISTANCE OF 44.00 FEET TO A POINT 16.00 FEET EAST OF THE EAST LINE OF LOT 6 OF MCMILLIAN SUBDIVISION.

THENCE GO SOUTHERLY TO THE SOUTH LINE OF BLOCK 224 OF AFORESAID MCMILLIAN SUBDIVISION, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF DE SOTO STREET (55' RIGHT OF WAY) A DISTANCE OF 120.00 FEET TO A POINT, 16.00 FEET EAST OF THE EAST LINE OF LOT 6 OF BLOCK 224, MCMILLAN SUBDIVISION;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DE SOTO STREET (55' RIGHT OF WAY) A DISTANCE OF 44.00 FEET TO THE POINT OF BEGINNING.
ALL LYING AND BEING IN SECTIONS 28 AND 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

EXHIBIT B

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238 MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:

THENCE GO NORTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO THE WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

REGULAR BCC AGENDA – Continued

11. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action regarding a Petition to Vacate a portion of "X" Street, as petitioned by Brownsville Assembly of God; this request to vacate area is located in Commission District 3:

    A. Approve or deny the vacation of a portion of "X" Street (51' right-of-way, approximately 15,555 square feet), as petitioned by Brownsville Assembly of God;

    B. Accept the Hold Harmless Agreement;

    C. Adopt the Resolution [R2018-71] to Vacate; and

    D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Motion: To approve Items A through D, and "that the applicant submit, for the DRC, that there still be pedestrian access between Gonzalez and DeSoto in a close proximity to the old 'X' Street"	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Speaker(s): Evon Horton, Alan Bookman	

THE PACES FOUNDATION
Sustainable Affordable Housing Developers

July 24, 2018

To Whom It May Concern:

This will confirm that The Paces Foundation is committed to allowing pedestrian access from Gonzales and X Street through the property. As design work is not complete, we cannot yet determine an exact route, but access will be included in our design.

Sincerely,

Renée Sandell
Vice President
Chief Operating Officer

2730 Cumberland Blvd. SE | Smyrna, GA 30080 | 770.431.9696 main | 770.431.9699 fax | info@pacesfoundation.org

RESOLUTION NUMBER R2018-71

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, Evon G. Horton, as Chairman of Brownsville Assembly of God Church has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 236, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 234, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 235, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), Evon G. Horton, as Chairman of Brownsville Assembly of God Church, ha_s_ caused to be published on May 24, A.D., 20 18, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32PM on June 7, 2018 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 235, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (81' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (66' R/W) FOR A DISTANCE OF 91.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 234, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (66' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (66' R/W) FOR A DISTANCE OF 91.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 235, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the

above-described vacated area remaining subject to a utility easement in favor of AT&T, Cox Communications, Emerald Coast Utility Authority, and Gulf Power.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Jeff Bergosh, Chairman

SEAL

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Date Executed
7/5/2018

Adopted: July 5, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14511 **County Attorney's Report 9. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/02/2018
Issue: Escambia County Health Facilities Authority Monetary Contribution for the Expansion of the Lakeview Center's Century Clinic Facility
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Health Facilities Authority Monetary Contribution for the Expansion of the Lakeview Center's Century Clinic Facility.

That the Board take the following action:

A. Adopt and authorize the Chairman to sign the attached Resolution commending the Health Facilities Authority for its generous monetary contribution of up to $2 million to the Lakeview Center's Century Clinic facility; and

B. Approve and authorize the Chairman to sign the attached Memorandum of Agreement between Escambia County and the Escambia County Health Facilities Authority.

BACKGROUND:

The Health Facilities Authority approached the County with the two proposed documents in an effort to provide additional funding for health services within Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Resolution and Memorandum of Agreement has been reviewed by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution
Memorandum of Agreement
HFA Resolution No. 2018-02

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA COMMENDING THE ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY FOR ITS GENEROUS MONETARY CONTRIBUTION FOR THE EXPANSION OF THE LAKEVIEW CENTER'S CENTURY CLINIC FACILITY; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Health Facilities Authority (the "Health Facilities Authority"), in recognition of the need for improved access to health care services and programs by residents in northern Escambia County, has agreed to provide a charitable grant to the Lakeview Center, Inc. in an amount up to $2,000,000 (Two Million Dollars) to significantly expand its existing clinic in Century (the "Century Clinic Facility"), which provides mental health services, along with the primary care medical clinic operated by Community Health of Northwest Florida (formerly known as Escambia Community Clinics); and

WHEREAS, expanding the Century Clinic Facility will allow both the Lakeview Center and Community Health of Northwest Florida to significantly increase the level and scope of vital comprehensive mental health and primary medical care, dental care, and community health programs to the medically underserved in Century and northern Escambia County; and

WHEREAS, the Board of County Commissioners wishes to commend and extend its deepest appreciation to the Health Facilities Authority for this contribution to healthcare services in Escambia County.

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

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

Section 2. The Board of County Commissioners hereby commends the Health Facilities Authority for its generous monetary contribution of up to $2 million to the Lakeview Center, which will allow for the significant expansion of the Century Clinic Facility and substantially improve access to vital comprehensive healthcare services and programs for the residents of Century and northern Escambia County, Florida.

Section 3. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Section 4. The Clerk of Court is directed to provide executed copies of this resolution to the Health Facilities Authority, the Lakeview Center, and Community Health of Northwest Florida.

ADOPTED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Jeff Bergosh, Chairman

_____
Deputy Clerk

Approved as to form and legal sufficiency:

By/Title: _____

Date: 6/27/18

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and the Escambia County Health Facilities Authority, a special purpose Florida public corporation, with administrative offices at 1019 North 12th Avenue, Pensacola, FL 32501 (hereinafter referred to as "HFA").

WHEREAS, the HFA has agreed to provide a contribution from its surplus funds to the County in the total amount of Five Hundred Thousand Dollars ($500,000), to be delivered in equal payments of $100,000.00 per year over a term of five (5) fiscal years to be appropriated and disbursed by the County to fund nonprofit human health service agencies providing health care related services in Escambia County (the "HFA Contribution"); and

WHEREAS, the County agrees to accept the HFA Contribution for the purpose of providing funds to qualified nonprofit human health service agencies providing health care related services in Escambia County.

NOW, THEREFORE, in consideration of the mutual covenants herein, and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the parties do hereby agree as follows:

Section 1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. The HFA shall provide the HFA Contribution to the County in the amount of $100,000.00 per year (the "Annual Installment") over a term of five (5) fiscal years, commencing October 1, 2018 and ending on September 30, 2023. The County agrees to annually appropriate and disburse each Annual Installment to fund nonprofit human health services for the upcoming fiscal year during the agreed upon term. The HFA shall pay the first Annual Installment to the County on or before September 30, 2018, for distribution during the fiscal year commending October 1, 2018, and will thereafter pay each Annual installment on or before September 30th for distribution by the County in each subsequent fiscal year during the agreed term. Funding provided to the County pursuant to this Agreement shall not exceed Five Hundred Thousand Dollars ($500,000).

Section 3. The County agrees that all funds provided pursuant to this Agreement shall be properly appropriated and disbursed to fund qualified nonprofit human health service agencies located in Escambia County, Florida, in accordance with §154.209, Florida Statutes, and other applicable provisions of Florida law. For the purpose of this Agreement, the term "nonprofit human health services agency" shall mean any private corporation that: a) is organized not-for-profit and designated by the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code; b) is authorized to conduct business in the State of Florida; and c) provides qualified human health care related services in Escambia County.

Section 4. In consideration for the HFA Contribution, in each fiscal year for a term of five (5) fiscal years commencing on October 1, 2018, and ending on September 30, 2023, the County agrees to contribute to the Council on Aging of West Florida, Inc. ("COA") an amount equal to its annual funding request to the County, not to exceed Forty-One Thousand Dollars ($41,000) per year unless otherwise agreed to by the County, to assist COA in the provision of health care related services for aging adults in Escambia County. The terms and conditions relating to the annual appropriation and disbursement of County funds to COA shall be provided pursuant to a Miscellaneous Appropriations Agreement entered into between the County and the COA each fiscal year (October 1st through September 30th). The County's obligation to fund the Agreement with the COA each fiscal year shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners in the amount set forth

herein. In the event an annual appropriation for COA is not made, this Agreement shall automatically terminate. The County shall notify the HFA of the termination of the Agreement due to non-appropriation.

Section 5. This Agreement is subject to formal approval by the parties' respective governing Boards, and by their signatures hereon, the parties confirm this Agreement has been duly authorized and accepted by the parties hereto, and the persons executing this Agreement have been authorized to do so, and by their signatures hereon, do hereby bind the parties to the terms and conditions hereof.

Section 6. This Agreement shall take effect upon the date last executed by the parties and continue unless or until terminated by either party upon providing written notice no later than sixty (60) days prior to the commencement of the next fiscal year (October 1st). The Agreement shall not be amended or modified except as may be mutually agreed to in a written document executed with the same formality and of equal dignity herewith.

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

BOARD OF COUNTY COMMISSIONERS COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk
(SEAL)

ESCAMBIA COUNTY HEALTH FACILITIES ESCAMBIA AUTHORITY

By: _____
J.H. Keith Bullock, Chairman

HFA Approved: 6/26/18

ATTEST:

_____
Secretary or Assistant Secretary
(SEAL)

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SEAL
1975
FLORIDA

RESOLUTION NO. 2018 - 02

A RESOLUTION OF THE ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY AUTHORIZING A CONTRIBUTION OF SURPLUS FUNDS TO THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; APPROVING A MEMORANDUM OF AGREEMENT ESTABLISHING PAYMENT TERMS AND USE OF THE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY:

1. The Escambia County Health Facilities Authority (the "Authority") was the beneficiary of all remaining proceeds in the trust estate following the defeasance of its Series 2000 Loan Program Bonds in 2017. The proceeds received were substantial, and the Authority has decided to contribute a portion of those proceeds, not otherwise needed for the operations and programs of the Authority, to benefit local nonprofit human health service organizations in Escambia County.

2. The Authority is authorized under Section 159.209, Florida Statutes, to contribute, in its discretion, an amount from its surplus funds to the Escambia County Board of County Commissioners (the "BCC") who must thereafter appropriate and distribute such funds to local nonprofit human health service organizations.

3. The Authority hereby approves a contribution of its surplus funds to the BCC in an amount not to exceed Five Hundred Thousand Dollars ($500,000), to be paid over a term of five (5) fiscal years, commencing October 1, 2018 and ending on September 30, 2023. The terms under which this contribution will be made are set forth in a Memorandum of Agreement between the Authority and Escambia County, copy of which is attached hereto as Exhibit A, and by this reference incorporated herein.

4. The Authority Chairman or Vice Chairman is hereby authorized to execute, and the Secretary or Assistant Secretary is hereby authorized to attest, the Memorandum of Agreement in substantially the form attached to this Resolution as Exhibit A, with such changes therein as are approved by such officers with the advice of Authority General Counsel; such approval to be conclusively evidenced by their execution thereof.

5. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

6. This Resolution shall take effect immediately upon adoption.

DULY ADOPTED in public meeting on this 26th day of June, 2018.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

By: _____
Chairman or Vice Chairman

ATTEST:

_____
Secretary or Assistant Secretary

[SEAL]

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SEAL
1975
FLORIDA