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.

Escambia County is committed to making our website accessible. If you use assistive technology, for example a screen reader, and have difficulty accessing information in this agenda online, please contact our ADA Coordinator at ADA@myescambia.com or 850-595-1637.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – May 16, 2019 – 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.

   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 Bender.

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 take the following action:

A. Adopt the Proclamation proclaiming the week of May 19 - 25, 2019, as "Emergency Medical Services Week" in Escambia County, and reminding the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encouraging all citizens to honor the "Everyday Heroes" dedicated to emergency medical care; and

B. Ratify the Proclamation dated May 3, 2019, proclaiming Saturday, May 4, 2019, as "Rosamond Johnson Beach Day" in Escambia County, in honor and memory of Private Rosamond Johnson, Jr., who made the ultimate sacrifice for our freedom.

7. Written Communication.

April 12, 2019, communication from Joe M. Barham Jr., requesting Lien relief for property located at 6011 Hilltop Road.

Recommendation: That the Board review and consider the Lien relief request made by Joe M. Barham Jr., part owner of the properties, against 2501 E Olive Road and attached to 6011 Hilltop 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.

The owner is requesting a partial release of lien for the property located at 6011 Hilltop Road from the lien generated at 2501 E Olive Road so they can sell the property.

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

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

9. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action concerning public safety training options and the appointment of an Acting County Administrator, as recommended by the Committee of the Whole (C/W) at the May 9, 2019, C/W Workshop:

A. Recognize that the Board has a training issue that needs to be addressed, and move forward with the procurement of training services to meet the criteria set forth by the Medical Director using the expedited procurement process (C/W Item #5); and

B. Appoint Matt Coughlin as Acting County Administrator through July 1st with the minimum County Administrator salary and all benefits of the position, including a car allowance (Verbal Add-On Item #1).

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Uncollectible Bad Debt Write-Off

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of $3,690.79 of returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts

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

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

A. Approve the Minutes of the Special Board Meeting held April 29, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session and the Report of the Gary Sansing Public Forum held May 2, 2019; and

C. Approve the Minutes of the Regular Board Meeting held May 2, 2019.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Data Use Agreement for Limited Data Set between the University of Florida and Escambia County - John Dosh, Interim Public Safety Department Director

   That the Board take the following action concerning the Data Use Agreement between the University of Florida and Escambia County:

   A. Approve the Data Use Agreement, to allow the disclosing of limited data set of Protected Health Information for research; and

   B. Authorize the Interim County Administrator to sign the Agreement.

2. Recommendation Concerning Approving Amendment 1 to the Contract for Services Agreement Between Escambia County and the University of West Florida for the Market Analysis for the Town of Century - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board approve and authorize the Chairman to sign Amendment 1 to the Contract for Services Agreement between Escambia County and the University of West Florida, for the Market Analysis for the Town of Century, to remove the deliverable to receive feedback from the community on the draft Market Analysis Report. No payment was due on this deliverable and all other terms and conditions remain the same.

3. Recommendation Concerning a Letter to Governor DeSantis Regarding the Cervantes Street Pedestrian Safety Plan - Amy Lovoy, Interim County Administrator

   That the Board ratify the Chairman's signature on the letter, dated May 3, 2019, to Governor DeSantis regarding the Cervantes Street Pedestrian Safety Plan.

4. Recommendation Concerning Disposition of Property for the Tax Collector's Office - Scott Lunsford, Escambia County Tax Collector

That the Board approve the request for Disposition of Property Form for the Escambia County Tax Collector's Office for property that is described and listed on the Disposition Form with reason for disposition stated. The listed item has been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that it be auctioned as surplus or disposed of properly.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks & Recreation Department Director

   That the Board approve the Agreement between the Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility and authorize the Interim County Administrator to sign the Agreement.

   [Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided. This amount is currently allocated in the Fiscal Year 2019 Budget and will be budgeted in Fiscal Year 2020]

2. Recommendation Concerning Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

   That the Board take the following action concerning Federal Elections Activities Grant Funds from the Department of State:

   A. Certify that the County will match State Grant funds with $4,689.93, from the Supervisor of Elections' Fiscal Year 2018/2019 Budget; and

   B. Authorize the Chairman to sign the Certificate County Match to Federal Grant Trust Funds and the Certificate of Equipment for Casting and Counting Ballots.

   In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is $4,689.93. The match is included in the Supervisor of Elections' Fiscal Year 2018/2019 Budget under Cost Center 550101 and various Object Codes.

3. Recommendation Concerning a Bureau of Justice Assistance Application for the Fiscal Year 2019 Prison Rape Elimination Act Standards, Protecting Inmates and Safeguarding Communities Grant - William R. Powell, Director of Corrections

That the Board take the following action regarding the Bureau of Justice Assistance Application for the Fiscal Year 2019 Prison Rape Elimination Act (PREA) Standards, Protecting Inmates and Safeguarding Communities Grant:

A. Approve the Bureau of Justice Assistance application for the Fiscal Year 2019 PREA Standards, Protecting Inmates and Safeguarding Communities Grant. This Application is for a two-year grant period totaling $337,032. The grant program requires a 50% match that will be paid from existing departmental funds;

B. Authorize the Chairman to execute the letter of support required as part of the application process; and

C. Authorize the Corrections Department to electronically submit the Application on behalf of the Board through the Bureau of Justice Assistance Grant portal.

[Match Funding: Fund 001, Cost Center 290401 and Fund 111, Cost Center 290406]

4. Recommendation Concerning the Acceptance of the Florida Department of Law Enforcement Justice Assistance Grant (JAG) Countywide Program Subgrant in the Amount of $30,000, for the Fiscal Year 2017-2018 Jail Alternative Initiative Project - William R. Powell, Director of Corrections

That the Board take the following action concerning the Justice Assistance Grant for the Fiscal Year 2017-2018 Jail Alternative Initiative project:

A. Approve the acceptance of the Justice Assistance Grant (JAG) Countywide Program subgrant award in the amount of $30,000, related to the Fiscal Year 2017-2018 Jail Alternative Initiative project;

B. Authorize the Chairman to sign the Certificate of Acceptance; and

C. Authorize the Chairman, as the County's authorized official, to execute any Amendments or other related documents as may be required for the Jail Alternative Initiative project.

5. Recommendation Concerning the First Extension of the Interlocal Agreement for the Management and Operation of County Parking Facilities - Robert E. Dye, Interim Department Director

   That the Board take the following action concerning the First Extension of Interlocal Agreement between Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board for the management and operation of County parking facilities:

   A. Approve the First Extension of the Interlocal Agreement; and

   B. Authorize the Chairman to sign the First Extension of Interlocal Agreement and any subsequent Agreement-related documents, including time extensions.

   [Funding: Fund 001, General Fund, Cost Center 310203, Maintenance; Fund 001, General Fund, Cost Center 310207, Utilities]

6. Recommendation Concerning the Second Renewal of Lease Agreement between Escambia County and Artel, Inc. - Robert E. Dye - Facilities Management Interim Department Director

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

   A. Approve the Second Renewal of Lease Agreement between Escambia County and Artel Inc., for space on the first floor of the Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida, for an additional five-year term, commencing on February 19, 2020; and

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

   [Funding: Lessee shall pay the County rent in the amount of $1.00 per year for the renewal term]

7. Recommendation Concerning Pitney Bowes Digital Mailing System Lease Agreement, State of Florida Contract #44102100-17-1 - Mike Crittenden, Mass Transit Department Director

   That the Board 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 Mass Transit Department for 60 months at the monthly cost of $26.97.

   [Funding Source: Fund 104, Mass Transit Fund, Cost Center 211216]

8. Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 39 North Cypress Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 39 North Cypress Street, shown below:

A. Authorize the County Attorney's Office to take such necessary actions to evict occupants of County-owned property, if occupied;

B. Declare surplus the Board's real property located at 39 North Cypress Street, located in District 5, Account #: 12-3553-140, Reference #: 02-4N-33-4400-005-300, Property Appraiser's current assessed value: $684;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

9. Recommendation Concerning Supplemental Budget Amendment #150 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #150, Other Grants and Projects Fund (110), in the amount of $8,046, to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC) for FWC #18212 - Derelict Vessel Grant to remove and dispose of an eligible derelict vessel. Total project cost is $10,727 and requires a 25% match of $2,682 and has unanticipated contingency costs of $2,318, which will be provided from Vessel Registration Fees. Natural Resources Management will also provide project management for in-kind match.

10. Recommendation Concerning Supplemental Budget Amendment #152 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #152, General Fund (001) and Other Grants and Projects Fund (110), in the amount of $35,956, to recognize Grant proceeds from the Florida Department of State - Division of Elections in the amount of $31,266, and to appropriate these funds to be used solely for activities related to Federal Elections. A 15% match or $4,690, is required by the State, and matching funds will come from the Adopted Fiscal Year 2018/2019 Supervisor of Elections Budget to cover this requirement.

11. Recommendation Concerning the Acceptance of a Drainage Easement for the Blueberry Lane Dirt Road Paving and Drainage Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning a Drainage Easement located in the 5000 Block of Barrineau Park School Road, from Mary Nell Wells:

A. Accept the donation of a Drainage Easement (approximately 2,571 square feet), located in the 5000 Block of Barrineau Park School Road, for drainage improvements;

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

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

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

This property is located in Commission District 5.

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

12. Recommendation Concerning the Exchange of County Property on Brickton Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the exchange of County property, for property owned by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr., Revocable Trust, dated December 14, 2017:

A. Adopt a Resolution authorizing the exchange of a portion of a County-owned parcel (approximately 2.06 acres), for a portion of a parcel (approximately 3.16 acres), owned by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr., Trust, dated December 14, 2017, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase and Contract for Sale and Purchase;

B. Waive the retention of the fractional interest in the phosphates, minerals, metals, and petroleum in the parcel to be conveyed by the County, in accordance with Section 270.11(3), Florida Statutes;

C. Authorize the payment of documentary stamps because the property is being acquired for public use, which is for the Brickton Road right-of-way, and the public benefits from the exchange by having safer, more efficient traffic flow and improved stormwater drainage; and

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

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

This property exchange is located in District 5.

13. Recommendation Concerning Modification to Federally-Funded Subaward and Grant Agreement #19HM-H4-01-27-01-201, Project #4177-19-A, from the Florida Division of Emergency Management, for the Construction of Lake Charlene Drainage Improvements Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning Modification to Federally-Funded Subaward and Grant Agreement #19HM-H4-01-27-01-201, Project #4177-19-A, from the Florida Division of Emergency Management (FDEM), for the construction of Lake Charlene Drainage Improvements Project:

A. Approve and authorize the Chairman to execute Modification Number One of Federally-Funded Subaward and Grant Agreement #19HM-H4-01-27-01-201, Project #4177-19-A, for the construction of Lake Charlene Drainage Improvements Project, increasing the Grant amount to $2,162,366.35; and

B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

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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 source: Current grant funds are available in Fund 352, LOST III (HMGP Grant), Cost Center 210121, Object Code 56301, Project #16EN3602]

This project is located in Commission District 2.

14. Recommendation Concerning the Purchase of One 2020 International HV 513 SFA Cab and Chassis with Swaploader Hook Lift System 42H42 SL-650 65,000# Lift/Dump for Public Works - Waste Services Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the Sourcewell (formerly NJPA) Contract #81716-NVS in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, for the purchase of One 2020 International HV 513 SFA Cab and Chassis with Swaploader Hook Lift System 42H42 SL-650 65,000# Lift/Dump, Solicitation VE 18-19.007; and

B. Authorize the Interim County Administrator to execute all related documents and Purchase Orders in excess of $50,000, for the Public Works - Waste Services Department for the Purchase Order to Ward International Trucks of Florida, LLC, in the amount of $168,606.42.

In an effort to encourage competition for local businesses, and in compliance with Board-adopted policy, this vehicle purchase was advertised on the Escambia County web site for thirty days. Ward International Trucks of Florida, LLC, was the lowest price based on contract amounts and quotations.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56401, Machinery & Equipment]

15. Recommendation Concerning Contract Award for M.C. Blanchard Wi-Fi Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County, Florida, and Infinity Datacom Solutions, LLC, per the terms and conditions of PD 18-19.032, M.C. Blanchard Wi-Fi Project, in the amount of the Base Bid amount of $220,501.84.

[Funding: Fund 353, LOST IV; 410147, Judicial Cap Imp LOST IV; 56201, Buildings]

16. Recommendation Concerning the Issuance of a Purchase Order for Four 2019 Model Pierce Fire Engines for the Public Safety - Fire Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of four 2019 Model Pierce Fire Engines:

A. Authorize the County to utilize the National Purchasing Partners (NPP) d/b/a NPPGov, a national competitively solicited purchasing cooperative, Contract Number 1420, Specification 2.1, 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 four 2019 Model Pierce Fire Engines for the Public Safety - Fire Department of Escambia County, Florida, to Ten-8 Fire Equipment, Inc., in the amount of $2,036,267.10, according to the specification outlines in Solicitation PD 18-19.047.

There are no local businesses able to sell a new fire truck, therefore the Board-adopted policy regarding local businesses having the opportunity to bid in not applicable.

[Funding:
Fund 352, LOST III; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery and Equipment; Project Code 08FS0018 Vehicle/Apparatus Replacement $633,000; and

Fund 353, LOST IV; Cost Center 330434, Public Safety Cap Project; Object Code 56401, Machinery and Equipment; Project Code 19FS0429, Vehicle/Apparatus Replacement $1,403,267.10
Total: $2,036,267.10]

17. Recommendation Concerning Contract Award for PD 18-19.033, Motley Court Gully Improvements - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement Between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 18-19.033, Motley Court Gully Improvements, in the amount of $565,228.78.

[Funding:
Grant (75%) - Fund 352, LOST III; Cost Center 210131, Motley Court Clear Creek; Object Code 56301, Improvements Other Than Buildings; Project Code 08EN0068; $423,921.58; and

County Match (25%) - Fund 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code 08EN0068; $141,307.20
Total - $565,228.78]

18. Recommendation Concerning Contract Renewal for Pharmaceutical Supplies for Escambia County - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2, Term of the Agreement, Relating to Pharmaceutical Supplies with Bound Tree Medical, LLC, per PD 14-15.084, Pharmaceutical Supplies for Escambia County, retroactive to January 7, 2019. The original Agreement was approved by the Board on January 7, 2016.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 55201, Operating Supplies]

19. Recommendation Concerning the Contract Award for HOME/SHIP Substantial Rehabilitation/Reconstruction, for 1809 West Bobe Street - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman or Vice Chairman to sign the Agreement between Escambia County, Florida, Bill Walther Construction, Inc., and Mattie L. Price, homeowner, per the terms and conditions of PD 18-19.036, HOME/SHIP Substantial Rehabilitation/Reconstruction for 1809 West Bobe Street, in the total amount of $115,350 (Base bid of $113,500 plus alternate #1 of $1000 and alternate #2 of $850).

[Funding: Fund 147, 2013 HOME HUD Consortium; Cost Center 370265, 2013 HUD Consortium; Object Code 58301, Other Grants and Aids ($58,805.84);

Fund 147 2014 HOME HUD Consortium; Cost Center 370266, 2014 HUD Consortium; Object Code 58301, Other Grants and Aids ($31,544.16); and

Fund 120, 2018 SHIP Grant Admin; Cost Center 370205, SHIP 2018 Grant Admin; Object Code 58301, Grants and Other Aids ($25,000)]

20. Recommendation Concerning Contract Award for Financial Auditing Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and Warren Averett, LLC, per the terms and condition of PD 18-19.004, Financial Auditing Services as follows:

1. Year 1, in the amount of $220,000;
2. Year 2, in the amount of $222,200;
3. Year 3, in the amount of $224,422;
4. Year 4, in the amount of $226,666; and
5. Year 5, in the amount of $228,933.

Grand Total Price for Audit Services for 5 years - $1,122,221.

[Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101]

21. Recommendation Concerning the Discretionary Allocation for County Employee Morale and "Thank You" Events - Robert Bender, County Commissioner, District 4

That the Board approve funding $2,000 from Commissioner Robert Bender's discretionary funds that he can use toward County Employee Morale and "Thank you" events through September 30, 2019.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

III. For Discussion

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

   That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

   A. General Daniel Chappie James Flight Academy, in the amount of $5,000;

   B. Studer Community Institute, in the amount of $2,500; and

   C. Dixon School of the Arts & Sciences, in the amount of $1,000.

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

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

2. Recommendation Concerning the Acquisition of Real Property Located at 123 Diego Circle for the Erress Boulevard and Diego Circle Blight Reduction Project - Tonya Green, Neighborhood & Human Services 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 123 Diego Circle, from 5T Wealth Partners, LP, a California limited partnership, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $9,500 (County's appraised value is $8,000);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 123 Diego Circle (.0384 acres); 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.

   This parcel is located in District 3.

   [Funding: Fund 129/2017 CDBG, Cost Center 370231]

3. Recommendation Concerning the Acquisition of Property Located on Old Chemstrand Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.67 acres), located in the 1600 Block of Old Chemstrand Road, from Hussein and Anne Sharaway:

A. Approve, by super-majority vote, or deny the purchase of a parcel of real property located in the 1600 Block of Old Chemstrand Road from Hussein and Anne Sharaway for $25,000; and

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property located in the 1600 Block of Old Chemstrand Road, and bring the Contract to the Board for final approval and execution.

[Funding source: District 5 Discretionary Fund]

This property is located in Commission District 5.

4. Recommendation Concerning Acquisition of Real Property Located at 416 and 450 West Herman Street for the Delano/Herman Streets Drainage Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of real property (approximately 2.15 acres) located at 416 and 450 West Herman Street from Rocky's Collision Center, Inc.:

A. Authorize the purchase of three parcels of real property located at 416 and 450 West Herman Street (approximately 2.15 acres), owned by Rocky's Collision Center, Inc., for the Delano/Herman Streets Drainage Improvement Project, for an average of the County's appraised values of $820,000 and $870,000, which equals $845,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of three parcels of real property located at 416 and 450 West Herman Street (approximately 2.15 acres) from Rocky's Collision Center, Inc., for $845,000; and

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

[Funding Source: Fund 352, LOST III/HMGP Grant, Cost Center 210124, Object Code 56101, Project 17EN3743. Funds spent toward this project are eligible for reimbursement through the Hazard Mitigation Grant Program]

These properties are located in District 3.

5. Recommendation Concerning the Acquisition of Real Property Located at 4253 Erress Boulevard for the Erress Boulevard and Diego Circle Blight Reduction Project - Tonya Green, Neighborhood & Human Services 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 4253 Erress Boulevard (0.080 acres), from JoAnna Lyn Cope, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $20,000 (County's appraised value is $18,000);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 4253 Erress Boulevard (0.080 acres); and

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

   This parcel is located in District 3.

   [Funding Source: Fund 129, 2017 CDBG, Cost Center 370231]

6. Recommendation Concerning the County Commissioners' Technology Policy - Commissioner Jeff Bergosh, District 1

   That the Board discuss the County Commissioners' Technology Policy, per Board direction of the May 9, 2019, Committee of the Whole Workshop.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Former Employee Donna Balsan.

   That the Board approve a proposed settlement agreement in the sum of $17,500.00. The proposed settlement would constitute a complete resolution of all outstanding Workers' Compensation claims including medical benefits, indemnity benefits, attorney's fees and costs brought by Donna Balsan. The County would be responsible for payment of the settlement in full.

2. Recommendation Concerning Approval of Proposed Settlement in Escambia County, Florida v. Evanston Insurance Co. and Markel Service, Inc., Case No. 3:19-cv-00538-MCR/EMT.

   That the Board take the following action:

   A. Approve acceptance of payment of $75,520.00 from Evanston Insurance Co. and Markel Service, Inc. for closure and post-closure costs as provided by the endorsements to the Environmental Impairment Liability policy obtained by Louisiana Investment Group, LLC regarding closure of Saufley Landfill. In exchange for this payment, the County would execute a general release of all claims in favor of Evanston Insurance Co. and Markel Service, Inc.; and

   B. Authorize the Chairman to execute the general release to be drafted by the attorneys for Evanston Insurance Co. and Markel Service, Inc.; and

   C. Authorize the County Attorney's Office to execute all documents necessary to effectuate the settlement, including a joint stipulation for dismissal with prejudice.

3. Recommendation Concerning Engagement of Steven K. Hall as Special Master for Relief by Terramore Development, et. al. from a decision of the Escambia Co. Board of Adjustment.

That the Board take the following action:

A. Approve a proposed settlement with Defendants; and

B. Authorize the Chairman to execute the proposed settlement agreement, if approved by the Board.

[THE PROPOSED SETTLEMENT AGREEMENT TO BE PROVIDED UNDER SEPARATE COVER].

4. Recommendation Concerning Agreement for Sale and Purchase - Navy Federal Credit Union.

That the Board take the following action:

A. Authorize the sale of up to 100 acres adjacent to Navy Federal Credit Union's campus on Nine Mile Road in accordance with the terms and conditions of the Agreement for Sale and Purchase; and

B. Waive the retention of the fractional interest in the phosphates, minerals, metals, and petroleum in the property to be conveyed by the County, in accordance with Section 270.11(3), Florida Statutes; and

C. Authorize the Chairman or Vice-Chairman to execute the Agreement for Sale and Purchase and other documents necessary to complete the transaction.

[THE PROPOSED AGREEMENT TO BE PROVIDED UNDER SEPARATE COVER].

II. For Discussion

1. Recommendation Concerning the County Administrator's Contract

That the Board consider a contract for County Administrator Janice Gilley.

[THE PROPOSED CONTRACT TO BE PROVIDED UNDER SEPARATE COVER].

11. Items added to the agenda.

12. Announcements.

13. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16136 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 05/16/2019
Issue: Adoption/Ratification of Proclamations
From: Amy Lovoy, Assistant County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamation.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation proclaiming the week of May 19 - 25, 2019, as "Emergency Medical Services Week" in Escambia County, and reminding the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encouraging all citizens to honor the "Everyday Heroes" dedicated to emergency medical care; and

B. Ratify the Proclamation dated May 3, 2019, proclaiming Saturday, May 4, 2019, as "Rosamond Johnson Beach Day" in Escambia County, in honor and memory of Private Rosamond Johnson, Jr., who made the ultimate sacrifice for our freedom.

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

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

EMS Week 2019
Rosamond Johnson Beach Day

PROCLAMATION

***WHEREAS**, emergency medical services is a vital public service; and*

***WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

***WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

***WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and*

***WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and*

***WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating "Emergency Medical Services Week."*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 19 - 25, 2019, as*

"EMERGENCY MEDICAL SERVICES WEEK"

*in Escambia County, reminds the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encourages all citizens to honor the "**Everyday Heroes**" dedicated to emergency medical care.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District One

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: May 16, 2019

***WHEREAS**, the life of Private Rosamond Johnson, an African-American hero and the first Escambia County resident to die in the Korean War, will commemorated Saturday, May 4th, 2019; and*

***WHEREAS**, after joining the military when he was just 15 years old, Private Rosamond Johnson, Jr., was killed at the age of 17, during the Korean Conflict on July 26, 1950; and*

***WHEREAS**, having carried two wounded men to safety under enemy fire, Private Johnson was killed going back to save a third man; and*

***WHEREAS**, Private Johnson posthumously received the Purple Heart on August 21, 1950; and*

***WHEREAS**, Pensacola beaches were racially segregated at the time of Private Johnson's death; the Gulf Beach area was a popular area for African-Americans. After the Korean Conflict, the County-owned recreational area was named "Rosamond Johnson Beach" to honor our fallen hero; and*

***WHEREAS**, Rosamond Johnson Beach became part of the Gulf Islands National Seashore in 1973, and a permanent monument in honor of Private Johnson was erected at Johnson Beach in 1996.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Saturday, May 4th, 2019, as*

"ROSAMOND JOHNSON BEACH DAY"

in Escambia County, in honor and memory of Private Rosamond Johnson, Jr., who made the ultimate sacrifice for our freedom.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District One

Steven Barry, Vice Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert Bender, District Four

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

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

Deputy Clerk

Dated: May 3, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16056 **Written Communication 7.**

BCC Regular Meeting

Meeting Date: 05/16/2019

Issue: Environmental (Code) Enforcement Lien Relief- 2501 E Olive Road and Attached to 6011 Hilltop Road

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

April 12, 2019, communication from Joe M. Barham Jr., requesting Lien relief for property located at 6011 Hilltop Road.

Recommendation: That the Board review and consider the Lien relief request made by Joe M. Barham Jr., part owner of the properties, against 2501 E Olive Road and attached to 6011 Hilltop 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.

The owner is requesting a partial release of lien for the property located at 6011 Hilltop Road from the lien generated at 2501 E Olive Road so they can sell the property.

BACKGROUND:

The property located at 2501 E Olive Road was noticed for code violations. Owner failed to comply with notice of violation and a court date was set. A hearing was held March 19, 2019, and the owners were found to be in violation of current codes. The owners were given until September 17, 2019, to abate all violations. If they fail to comply, a fine in the amount of $100.00 per day will be assessed.

Mr. Barham also is one of several owners of a property located at 6011 Hilltop Road which they are selling. They are requesting the property at 6011 Hilltop Road be released from the Special Magistrate Lien generated from 2501 E Olive Road.

The Special Magistrate Order is still an open order and the violations remain. Property is not in compliance.

BUDGETARY IMPACT:

Court Cost: $310.00
Fines: Pending

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

6011 Hilltop Road

Part 1-F

(6011 Hilltop RD Pensacola FL 32504)

This Property is ASSIGNED To THE TRUST.
THIS ONE of a FEW PROPERTIES IN The TRUST.
IT WAS TRANFERED To THE TRUST From My
MOTHER IN LAW (SEVADA Vowels) To Her Daughter
TERESA G BARHAM - From Her ESTATE.
THE Property STILL Belongs To MS. Vowels
(INTheory) - Her INVESTMENT Propert
SHE DESIRES TO SELL IT AND IS UNDER CONTRACT
To Sell it. - The PROCEEDS are For INCOME
Supplement IN Her LATTER YEARS

SOMEHOW THIS Property CONNECTED To
THE ENVIONMENTAL ENFOUCEMENT LIEN
ASSOCIATED To THE Property KNOWAS
2501 E. OLIVE Rd PENSACOLA FL 32514
Case # CE17010055

Please Seperate THE Two Properties so That
THE TITLE CAN Be Cleared FOL 6011 Hilltop. RD.
AND Give US Relief from THIS ENCUMBERANCE

THANK You,
Respectfully,
Joe M Barham
(Joe M. Barham JR.

4-12-19

BARHAM, JOE AND TERESA Case # CE17001055
LIVING TRUST
(JODY BARHAM 850-525-4072)
RE: SANDRA SLAY

We are in the process of selling the Property known as 6011 Hilltop Dr. Pensacola, FL. 32504.
The Buyers NAME: DIEM Ngoc Huynh
we (THE TRUST) ARE REQUESTING A Parcel Lien Release For said Property so as to be ABLE Close on The SALE of This Property on or Before APRIL 30 2019.
THIS IS One of Several pieces of INCORPORATED into The TRUST.
The Real ESTATE Closing Attorney is Stephan B. Shell of Shell Fleming Davis & Menge
He is AVAILABLE To Help Facilite The lien Release. AND ANY other INformation NEEDED with Regards The CONTRACT AND SALES Agreement. or Parcel number.
THANK You for your CONSIDERATION
Respectfully,
Joe (Jody) M. BARHAM - EMAIL- jodybesquiree gmail.com

Jody Barham

Atty: Steve SHELL
SSHELL@SHELLFLEMING.COM

ORIGINALS 4-22-19

Application for Relief from Environmental Enforcement Lien

Due to the volume of requests for relief from environmental enforcement liens received by Escambia County, applicants are asked to provide the information in Part I below in order to ensure that their application can be processed in a timely manner.

Part I (to be completed by the Applicant)

Please provide the following information:

A. Name, address, and telephone number of the person completing this form:

Joe M. Barham Jr.
8506 Punta Cova Pensacola, FL 32514 Ph. 850-525-4072

B. The street address or tax account number for the property that is the subject of your request.

6011 Hilltop Rd Pensacola FL. 3250
Property Apprasial Parcel ID # 11-1S-29-1000-002-006

C. The full legal name of the current owner of the property referenced in section B:

Joe and Teresa Barham Living Trust

D. Attach to this form a copy of the current owner's recorded deed or certificate of title.

* E. Attach to this form a copy of the recorded environmental enforcement lien(s) that you believe have attached to the property. Case # CE170100155

F. Attach to this form a brief explanation of why you think the County should approve your request.

Part II (to be completed by the Division of Environmental Code Enforcement)

A. Are conditions on the property in compliance with the requirements of the Escambia County Code of Ordinances?

☐ Yes

☐ No (describe) _____

B. The following costs and fines have accrued on the lien(s) referenced in Part I.

Court Costs: _____

Abatement Costs: _____

Administrative Fines: _____

WAS NOT AWARE There was A LIEN. I HAVE until Sept 17 To Resolve THE ENVIRONMENTAL Issues. (Move 2 TRAILERS) & Erect Steel on The ground - BUILDING HAS Resumed CONSTRUCTION.

Recorded in Public Records 11/03/2015 at 10:34 AM OR Book 7430 Page 781, Instrument #2015083896, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

Prepared by and when recorded return to:

Kristen Marks, Esq.
101 E. Government Street
Pensacola, Florida 32502
(850) 439-1191

Property Appraiser's Parcel Identification No. 11-1S-29-1000-002-006

(Space above this line reserved for recording office use only)

QUITCLAIM DEED

THIS INDENTURE made on October 20, 2015, between **TERESA G. BARHAM** (hereinafter referred to jointly as "Grantor"), who resides at 8506 Punta Lora, Pensacola, Escambia County, Florida 32514, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by **JOE M. BARHAM, JR., TERESA G. BARHAM and CHELSEY J. SEXTON, Co-Trustees of the JOE AND TERESA BARHAM LIVING TRUST DATED OCTOBER 20, 2015** (hereinafter referred to as "Grantee"), such Grantee having an address of 8506 Punta Lora, Pensacola, Florida 32514, and such trust having been established under that certain revocable trust agreement dated October 20, 2015, by JOE M. BARHAM, JR. and TERESA G. BARHAM as settlors, and JOE M. BARHAM, JR., TERESA G. BARHAM and CHELSEY J. SEXTON, as co-trustees, hereby REMISE, RELEASE and QUITCLAIM unto Grantee, all of Grantor's interest in and to the following described real estate in the County of Escambia and State of Florida:

Lot 2, Block 6, Scenic Heights, Unit No. 1, being a subdivision of a portion of Section 11, Township 1 South, Range 29 West, Escambia County, Florida, according to plat thereof recorded in Plat Book 4, at page 65 of the public records of said County.

Commonly known as: 6011 Hilltop Road, Pensacola, Florida 32504

Full power and authority are conferred upon Grantee, as trustee, to protect, conserve, sell, convey, lease, grant and encumber all interests conveyed by this instrument, and otherwise to manage and dispose of those interests, it being the intent of Grantor to vest in the trustee of the trust full rights of ownership as authorized by Section 689.073 of the Florida Statutes.

This deed was prepared without the benefit of a title search or title insurance.

The property being conveyed herein is not the grantor's homestead.

TO HAVE AND TO HOLD the property, to the extent conveyed hereby, in fee simple forever, subject to the terms and provisions contained herein, together with each and every right,

Recorded in Public Records 11/03/2015 at 10:34 AM OR Book 7430 Page 778, Instrument #2015083895, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $0.70

Prepared by and when recorded return to:

Kristen Marks, Esq.
101 E. Government Street
Pensacola, Florida 32502
(850) 439-1191

Property Appraiser's Parcel Identification No. 17-1S-30-3000-000-004

(Space above this line reserved for recording office use only)

WARRANTY DEED

THIS INDENTURE made on October 20, 2015, between **JOE M. BARHAM, JR. and TERESA G. BARHAM , husband and wife** (hereinafter referred to jointly as "Grantor"), who resides at 8506 Punta Lora, Pensacola, Escambia County, Florida 32514, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by **JOE M. BARHAM, JR., TERESA G. BARHAM and CHELSEY J. SEXTON, Co-Trustees of the JOE AND TERESA BARHAM LIVING TRUST DATED OCTOBER 20, 2015** (hereinafter referred to as "Grantee"), such Grantee having an address of 8506 Punta Lora, Pensacola, Florida 32514, and such trust having been established under that certain revocable trust agreement dated October 20, 2015, by JOE M. BARHAM, JR. and TERESA G. BARHAM as settlors, and JOE M. BARHAM, JR., TERESA G. BARHAM and CHELSEY J. SEXTON, as co-trustees, hereby GRANT, CONVEY and WARRANT unto Grantee, all of Grantor's interest in and to the following described real estate in the County of Escambia and State of Florida:

Lot 4, less the South 326 feet to Lot 4 of Oakhurst Subdivision, a subdivision of the Southwest ¼ of Section 17, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2, Page 90, of the Public Records of Escambia County, Florida.

Commonly known as: 2501 E. Olive Road, Pensacola, Florida 32514

Full power and authority are conferred upon Grantee, as trustee, to protect, conserve, sell, convey, lease, grant and encumber all interests conveyed by this instrument, and otherwise to manage and dispose of those interests, it being the intent of Grantor to vest in the trustee of the trust full rights of ownership as authorized by Section 689.073 of the Florida Statutes.

The property being conveyed herein is not the homestead of either Grantor.

This deed was prepared without the benefit of title insurance nor a title search.

Recorded in Public Records 3/22/2019 2:32 PM OR Book 8066 Page 573, Instrument #2019025506, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019025540 3/22/2019 3:04 PM
OFF REC BK: 8066 PG: 666 Doc Type: CEL
Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

BARHAM, JOE AND TERESA
LIVING TRUST BARHAM JOE M
JR & BARHAM TERESA G &
SEXTON
8506 PUNTA LORA
PENSACOLA, FL 32514

RESPONDENT

CASE NO: **CE170100155**
LOCATION: **2501 E OLIVE RD**
PR#: **171S303000000004**

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, Joe Barham JR. as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues.

☒ 42-196 (a) Nuisance Conditions

☒ 42-196 (b) Trash and Debris

☐ 42-196 (c) Inoperable Vehicle(s); Described

_____

_____

42-196 (d) Overgrowth

☐

☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐(a)☐(b)☐(c)☐(d)☐(e)☐(f)☐(g)☐(h)☐(i)☐(j)☐(k)☐(l)☐(m)☐(n)☐(o)☐(p)
☐(q)☐(r)☐(s)☐(t)☐(u)☐(v)☐(w)☐(x)☐(y)☐(z)☐(aa)☐(bb)☐(cc)☐(dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commericial in residential and non-permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign Row

☐ LDC Sec 4-7.9 Outdoor Storage_____

☒ Other 4-7.13 temporary use - storage of 2 tractor trailers,

☐ Other + steel construction material,

☐ Other_____

☐ Other_____

☐ Other_____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that the **RESPONDENT** shall have until September 16, 2019 to correct the violation and to bring the violation into compliance.

Corrective action shall include:

☒

Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.

☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing

☐ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.

☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.

☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods

☐ Immediately cease burning and refrain from future burning

☐ Remove all refuse and dispose of legally and refrain from future littering

☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity

☐ Obtain necessary permits or cease operations

☐ Acquire proper permits or remove sign(s)

☒ Other Either dispose of the materials in construction or remove materials from the site.

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 100.00 per day, commencing Sept 17, 2019. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you. These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of $ 310.00 are awarded in favor of Escambia County as the prevailing party against BARHAM, JOE AND TERESA LIVING TRUST BARHAM JOE M JR & BARHAM TERESA G & SEXTON .

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 19th day of March, 2019.

John B. Trawick
Special Magistrate
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: D.C.
DATE: 3/22/2019

Date of Issuance	Escambia County	Case Number
10/03/2018	Office of Environmental Enforcement Escambia County Central Office Complex 3363 West Park Place, Pensacola, FL 32505 PHONE: (850) 595-1820 FAX: (850) 595-0149	CE170100155

NOTICE OF VIOLATION

At (Location): PR: 171S303000000004
2501 E OLIVE RD PENSACOLA, FL

Zipcode
32514

Respondent: BARHAM, JOE AND TERESA LIVING TRUST BARHAM JOE M JR & BARHAM TERESA G & SEXTON CHELSEY J CO TRUSTEES FOR
Address: 8506 PUNTA LORA
PENSACOLA, FL 32514

DOB: Race: Height: Weight: D.L.:

Comply within 14 days of receipt of this notice	**Warning** Failure to correct this violation and notify this Officer of Compliance will result in fines or a hearing. If the Hearing is scheduled you may be assessed $1,100 or more for costs of said hearing, plus possible fines; the County may abate the violations and place a Lien on the property.

Ordinance Description

Violation 1 LDC. Ch. 4. Art. 7. Sec. 4-7.13 Temporary uses and structures. (b) Specific uses and structures. The following uses and structures are allowed temporarily under the conditions prescribed for each: (6) Portable storage containers. On a lot where a portable storage container is not allowed as outdoor storage by the applicable zoning, the container may be allowed as a temporary use according to the following provisions: a. The on-site use of a container for 30 days or less only requires notification to the Planning Official of the placement by the provider of the container, and tracking by the official for enforcement purposes. b. The on-site use of a container for more than 30 days requires issuance of a 90-day permit by the Planning Official after a reasonable demonstration by the applicant of temporary circumstances that make the additional on-site storage time necessary. Such circumstances may include damage to or destruction of the principle structure, remodeling, renovation, construction, or relocation. A weatherproof copy of the permit indicating the date of issuance, date of expiration, and address of the approved placement shall be attached to the container. c. Prior to expiration of the original permit and upon additional demonstration by the applicant of unforeseen circumstances, the Planning Official may grant not more than one 90-day extension to the permit for good cause shown. If granted, a weatherproof copy of the extension shall be attached with the initial permit. d. Applicants are generally limited to one portable storage container per principal use. For residential uses the limit is one container per dwelling unit. The use of more than one storage container per principal use may be approved by the Planning Official upon a demonstration of need, such as the scope of work or extent of construction. e. The exterior dimensions of a container shall not exceed nine feet in height, 20 feet in length, and eight feet in width. f. The container shall not obstruct the line of sight for traffic or otherwise present a safety hazard. The placement of containers in fire lanes or public rights-of-way is prohibited. g. Front yard placement of a container may only be permitted where no alternative location on the parcel exists, or if placement at an alternative location would create an unreasonable hardship on the owner or occupant. h. The provider of a container shall be responsible to ensure that it is in good condition, free from evidence of deterioration, weathering, discoloration, graffiti, rust, rips, tears or other holes or breaks. Method of abatement: Contact Planning and Zoning (595-3475) to obtain the required permit. Comply with the placement requirements listed above or remove all portable storage containers from the property.

Violation 2 Sec. 42-196 (b) Trash and Debris. The accumulation of garbage, or other solid waste materials which violates any state law, regulation, or ordinance of the county or which poses a danger to the health, safety, and welfare to residents of the county;Sec. 42-197 Method of abatement: (a) Complete removal of all contributing conditions

Violation 3 Sec. 42-196 (d) Overgrowth. The existence of overgrowth on any residentially or commercially classified lands, except on lands classified agricultural, or on undeveloped and uncleared land in its natural vegetative state, or on land in which the property owner is in the process of restoring to its natural vegetative state and for which there are no plans to build upon and upon which no building structures or signs of such structures exist above ground. Sec. 42-197 Method of abatement: (c) For overgrowth, weeds, and shrubbery constituting a nuisance under this article: Removal of all nuisance conditions.

Officer Comments

COMMERCIAL ZONING DOESN'T ALLOW SHIPPING CONTAINERS OR SEMI TRAILERS ON THE PROPERTY. DO NOT BRING ANY MORE CONTAINERS ONTO THIS PROPERTY. YOU MUST REMOVE THESE CONTAINERS. COMPLY AND MAINTAIN ABOVE ORDINANCES WITHIN THE TIME SPECIFIED TO AVOID FURTHER ENFORCEMENT ACTION. CONTACT OFFICER WITH QUESTIONS OR FURTHER INSTRUCTIONS.

(B and D) Remove all trash and debris from the property and dispose of it properly. Cut and remove all overgrowth from the property and dispose of it properly. Maintain the property in a clean condition to avoid further enforcement action. MOW GRASS AND REMOVE AND PROPERLY DISPOSE OF ALL TRASH AND DEBRIS , INCLUDING THE PALLETS.

Contact the planning and zoning department (850-595-3475) for directions regarding compliance with zoning for the subject parcel, to include issues related to current use, re-zoning, variances or development review that may be required.

Contact officer Ronald Gilbert at rbgilber@myescambia.com or 850-554-2993 upon compliance or with questions regarding this notice.

Ronald Gilbert #679

USPS

Signature of Officer: Ronald Gilbert #679
rbgilber@myescambia.com
(850) 554-2993

Signature of Respondent

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-16156 **9.**
BCC Regular Meeting
Meeting Date: 05/16/2019
Issue: Committee of the Whole Recommendation
From: Pam Childers, Clerk of the Circuit Court & Comptroller

Recommendation:
Committee of the Whole Recommendation.

Recommendation: That the Board take the following action concerning public safety training options and the appointment of an Acting County Administrator, as recommended by the Committee of the Whole (C/W) at the May 9, 2019, C/W Workshop:

A. Recognize that the Board has a training issue that needs to be addressed, and move forward with the procurement of training services to meet the criteria set forth by the Medical Director using the expedited procurement process (C/W Item #5); and

B. Appoint Matt Coughlin as Acting County Administrator through July 1st with the minimum County Administrator salary and all benefits of the position, including a car allowance (Verbal Add-On Item #1).

Attachments

No file(s) attached.

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-16134 **Clerk & Comptroller's Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/16/2019
Issue: Uncollectible Bad Debt Write-Off
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Uncollectible Bad Debt Write-Off

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of $3,690.79 of returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts

Attachments

Write-off for March 2019

RESOLUTION R2019-

WHEREAS, certain returned checks and other receivables totaling **$3,690.79** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J May
Chairman of the Board

ATTEST:

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

Adopted:

ATTACHMENT "A"

INTER-OFFICE MEMORANDUM

TO: Honorable Pam Childers
Clerk of the Circuit Court

FROM: Lorraine Hudson
Manager, Treasury/Payroll

DATE: April 23. 2019

SUBJECT: Returned Checks and Receivables Write-Off Ended

The following is a list of all outstanding returned checks and accounts receivable greater than 120 days old (prior to December 1, 2018) and uncollectible receivables at March 31, 2019. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

Name	Date of Return	Fund	Amount
Matthew Lindsey	07/19/2018	001	$ 1,438.97
John Henshaw	07/19/2018	001	$ 1,953.05
Vision Builders of the Gulf Coast	08/13/2018	406	$ 298.77
Total			**$ 3,690.79**

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-16132 **Clerk & Comptroller's Report 10. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 05/16/2019
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Approve the Minutes of the Special Board Meeting held April 29, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session and the Report of the Gary Sansing Public Forum held May 2, 2019; and

C. Approve the Minutes of the Regular Board Meeting held May 2, 2019.

Attachments

20190429 Special Board Meeting Minutes
20190502 Agenda Work Session Report
20190502 Gary Sansing Public Forum Report
20190502 Regular BCC Meeting Minutes

MINUTES OF THE SPECIAL BOARD MEETING OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

APRIL 29, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

   Chairman May called the Special Meeting of the Board of County Commissioners to order at 1:05 p.m.

2. Invocation

   Chairman May delivered the Invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Barry 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 advertised in the Board's Weekly Meeting Schedule on April 27, 2019, in the *Pensacola News Journal*.

AGENDA ITEMS – Continued

5. Adoption of the Agenda

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

Motion: To adopt the agenda as prepared
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

6. County Administrator Position Candidates

A. Overview of Process for Selection of Finalists

The Board discussed the process for selection of the finalists.

B. Interviews with Finalists

The Board interviewed the following finalists:

- Craig Coffey
- Janice Gilley
- Christopher Martin
- David Strahl
- Patrick Thompson

C. Short List – Final Two Candidates

The Board short-listed to the following final two candidates:

- Janice Gilley
- Patrick Thompson

D. Additional Questions for Final Two Candidates

The Board had no additional questions for the final two candidates.

AGENDA ITEMS – Continued

6. Continued…

E. Selection of County Administrator

Motion: To ask the Chairperson to negotiate a contract with Janice Gilley to be the County Administrator, and if those negotiations fail, then negotiate with Patrick Thompson
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

ADJOURNMENT

There being no further business to come before the Board, Chairman May declared the Special Meeting of the Board of County Commissioners adjourned at 3:05 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: May 16, 2019

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

MAY 2, 2019
(9:04 a.m. – 12:02 p.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Amy Lovoy, Interim County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Report prepared by: Lizabeth Carew

1. FOR INFORMATION: The agenda for the May 2, 2019, Regular Board Meeting, was reviewed as follows:

   A. Chairman May and Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;

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

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

   D. Shamara Jernigan reviewed the County Administrator's Report; and

   E. Alison Rogers, County Attorney, reviewed the County Attorney’s Report.

REPORT OF THE GARY SANSING PUBLIC FORUM
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

MAY 2, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Amy Lovoy, Interim County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Report prepared by: Lizabeth Carew

AGENDA ITEMS

1. Call to Order

   Vice Chairman Barry called the Gary Sansing Public Forum to Order at 4:33 p.m.

2. Speakers

   The Board heard comments from the following individuals:

   Vincent Franco
   Nick Gradia
   Michael Bearden
   Jacqueline Rogers
   Gloria Horning
   Leslie Pappion
   Theresa Blackwell
   Margaret Hostetter
   Frances Hinely
   Melissa Pino
   Harlan Jennings
   Michael Lowery

3. Adjournment

   Chairman May declared the Gary Sansing Public Forum adjourned at 5:05 p.m.

MINUTES OF THE REGULAR MEETING OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

MAY 2, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Amy Lovoy, Interim County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Minutes prepared by: Lizabeth Carew

REGULAR BCC AGENDA

1. Call to Order

   Chairman May called the Regular Meeting of the Board of County Commissioners to order at 5:29 p.m.

2. Invocation

   Pastor Tyler Hardeman, Antioch Missionary Baptist Church, delivered the Invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Underhill led the Pledge of Allegiance to the Flag.

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

Motion: To adopt the agenda as amended
Made by: Commissioner Barry **Seconded by:** No Second
Disposition: Carried unanimously

REGULAR BCC AGENDA – Continued

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill provided comments;

   B. District 1 – Commissioner Bergosh provided comments;

   C. District 4 – Commissioner Bender provided comments;

   D. District 5 – Commissioner Barry provided comments; and

   E. District 3 – Commissioner May provided comments.

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

   A. Adopt the Proclamation commending and congratulating Kimberly L. Wilson, an Urban Planner I in the Development Services Department, on her selection as the "Employee of the Month" for May 2019;

   B. Adopt the Proclamation proclaiming May 5-May 11, 2019, as "Travel and Tourism Week" in Escambia County, to celebrate the impact of travel, hospitality, and tourism industries in the Greater Pensacola Bay Area, and urging the citizens of Escambia County to join in this special national observance with appropriate events and commemorations county-wide; and

   C. Ratify the Proclamation, dated April 23, 2019, proclaiming May 1, 2019, as Law Day in Escambia County, Florida, "Free Speech, Free Press, Free Society," and urging the citizens, schools, businesses, and media of Escambia County, Florida, to use this occasion to preserve and strengthen the rule of law.

Motion: To move the item, A, B, and C
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

REGULAR BCC AGENDA – Continued

7. Recommendation: That the Board take the following action concerning adoption/ratification of retirement Proclamations:

   A. Adopt the Proclamation commending and congratulating Donald C. Bast, Corrections Officer, Corrections Department, on 20 years of service;

   B. Adopt the Proclamation commending and congratulating David M. Childress, Corrections Officer, Corrections Department, on 16 years of service; and

   C. Ratify the Proclamation, dated March 20, 2019, commending and congratulating Debra Asplund, Building Codes Enforcement Officer, Building Services Department, on 8 years of service.

Motion: To move A through C
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

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*, as follows:

   A. The following three Public Hearings on the agenda:

      (1) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 15, 2019, for consideration of adopting an Ordinance amending the Official Zoning Map;

      (2) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 15, 2019, to review an Ordinance amending Comprehensive Plan 2030, Chapter 8, "Mobility Element," removing reference to Navy Outlying Landing Field Site 8 (OLF8); and

      (3) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 15, 2019, for consideration of adopting an Ordinance amending LDC Chapter 4, "Location And Use Regulations," to remove references to Navy OLF8; and

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

8. Continued…

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 29-May 3, 2019,* as published in the *Pensacola News Journal* on April 27, 2019.

Motion: To waive the reading
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax Collections Data for the February 2019 returns received in the month of March 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the sixth month of collections for the Fiscal Year 2019; total collections for the month of February 2019 returns was $560,867.80; this is a 6.89% increase over the February 2018 returns; total collections year to date are 10.85% more than the comparable timeframe in Fiscal Year 2018.

Motion: To move the Clerk's Report
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2019, as required by Ordinance Number 95-13; on March 31, 2019, the portfolio market value was $360,250,734 and portfolio earnings totaled $902,253 for the month; the short-term portfolio yield 2.23%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.46%; the long-term CORE portfolio achieved a yield of 2.40%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.29%.

Motion: To move the Clerk's Report
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

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 Committee of the Whole Workshop held April 11, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held April 16, 2019; and

C. Approve the Minutes of the Regular Board Meeting held April 16, 2019.

Motion: To move the Clerk's Report
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

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

I. PUBLIC HEARINGS

1. Recommendation: That the Board take the following action concerning Rezoning Case Z-2019-04 heard by the Planning Board (PB) on April 2, 2019:

   A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2019-04, or remand the Case to the Planning Board; and

   B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

   (1)

Case Number:	Z-2019-04
Address:	2025 Kingsfield Road
Property Reference Number:	21-1N-31-4301-000-000
Property Size:	84.10(+/-) acres
From:	Agr, Agricultural district (one du/20 acres)
To:	LDR, Low Density Residential district (four du/acre)
FLU Category:	N/A
Commissioner District:	5
Requested by:	Frank and Elizabeth Westmark, Owners
PB Recommendation:	Approval

Motion: To approve Rezoning Case Z-2019-04 from Agr to LDR
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried Unanimously
Speaker(s): Frank Westmark, Larry Downs, Jr.

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

2. Recommendation: That the Board, at the 5:45 p.m. Public Hearing, adopt an Ordinance [Number 2019-19] to amend the Official Zoning Map to include the Rezoning Case [Z-2019-04] heard by the Planning Board on April 2, 2019, and approved during the previous agenda item, and to provide for severability, inclusion in the Code, and an effective date.

Motion: To move the 5:45
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

3. Recommendation: That the Board, at the 5:46 p.m. Public Hearing, review, and transmit to the Department of Economic Opportunity, an Ordinance amending the Escambia County Comprehensive Plan 2030,Chapter 8, "Mobility Element," removing reference to Navy Outlying Landing Field Site 8. This hearing serves as the first of two public hearings.

Motion: To move the 5:46 in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

4. Recommendation: That the Board, at the 5:47 p.m. Public Hearing, review and adopt an Ordinance [Number 2019-20] to amend the Escambia County Land Development Code, Chapter 4, "Location And Use Regulations," Sections 4-4.2 and Section 4-4.5, to remove references to Navy Outlying Landing Field Site 8.

Motion: To move the 5:47 in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

GROWTH MANAGEMENT REPORT – Continued

II. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of a Public Hearing for June 6, 2019, at 5:45 p.m., to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on May 7, 2019:

Case No.:	**Z-2019-05**
Address:	Pine Forest Road
Property Reference No.:	02-1S-31-4106-000-000; 02-1S-31-4106-001-001; and 02-1S-31-4106- 000-001
Property Size:	9.09 (+/-) 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:	5
Requested by:	Joe Rector, Agent for James Christopher Jennings III Living Trust, Owner
Case No.:	**Z-2019-06**
Address:	23 Arthur Lane
Property Reference No.:	36-1S-30-9002-011-028
Property Size:	1.11 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed Use Urban
Commissioner District:	3
Requested by:	June Baird Guerra, Owner

(Continued on Page 9)

GROWTH MANAGEMENT REPORT – Continued

II. CONSENT AGENDA – Continued

1. Continued…

Case No.:	**Z-2019-07**
Address:	2400 Gulf Beach Highway
Property Reference No.:	35-2S-31-1000-018-071
Property Size:	0.79 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed Use Urban
Commissioner District:	2
Requested by:	Wiley C. "Buddy" Page, Agent for Linda Rainey Trust, Owner

Motion: To move the Consent Agenda, Cases 19-06 and 19-07
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Amy Lovoy, Interim County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve the following individual Special Event Permit applications for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use). Each of the noise waiver applications listed below coincides with an application for a fireworks exhibition for the 2019 seasonal fireworks displays sponsored by Portofino and launched from a floating platform near the Portofino Pier on Pensacola Beach:

   A. Application for May 26, 2019, 9:00 p.m. to 9:30 p.m.;
   B. Application for May 31, 2019, 9:00 p.m. to 9:30 p.m.;
   C. Application for June 7, 2019, 9:00 p.m. to 9:30 p.m.;
   D. Application for June 12, 2019, 9:45 p.m. to 10:00 p.m.;
   E. Application for June 21, 2019, 9:00 p.m. to 9:30 p.m.;
   F. Application for June 28, 2019, 9:00 p.m. to 9:30 p.m.;
   G. Application for July 4, 2019, 9:00 p.m. to 9:30 p.m.;
   H. Application for July 12, 2019, 9:00 p.m. to 9:30 p.m.;
   I. Application for July 19, 2019, 9:00 p.m. to 9:30 p.m.;
   J. Application for July 26, 2019, 9:00 p.m. to 9:30 p.m.;
   K. Application for August 2, 2019, 9:00 p.m. to 9:30 p.m.;
   L. Application for August 9, 2019, 9:00 p.m. to 9:30 p.m.;
   M. Application for September 1, 2019, 9:00 p.m. to 9:30 p.m.; and
   N. Application for December 31, 2019, at 11:59 p.m., to January 1, 2020, at 12:15 a.m.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board review and approve the Special Event Permit applications for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Haunted Attraction, located at 4914 West Jackson Street, to include loud screaming and chainsaw sounds, occurring on the following dates and times:

   A. Application for October 4, 2019, 7:00 p.m. to 12:00 a.m.;
   B. Application for October 5, 2019, 7:00 p.m. to 12:00 a.m.;
   C. Application for October 11, 2019, 7:00 p.m. to 12:00 a.m.;
   D. Application for October 12, 2019, 7:00 p.m. to 12:00 a.m.;
   E. Application for October 18, 2019, 7:00 p.m. to 12:00 a.m.;
   F. Application for October 19, 2019, 7:00 p.m. to 12:00 a.m.;
   G. Application for October 25, 2019, 7:00 p.m. to 12:00 a.m.;
   H. Application for October 26, 2019, 7:00 p.m. to 12:00 a.m.;
   I. Application for October 31, 2019, 7:00 p.m. to 12:00 a.m.;
   J. Application for November 1, 2019, 7:00 p.m. to 12:00 a.m.; and
   K. Application for November 2, 2019, 7:00 p.m. to 12:00 a.m.

Motion: To move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously
Speaker(s): Bruce Turner, Nicholas Brown, Larry Downs, Jr.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning a Memorandum of Understanding between Escambia County Florida Amateur Radio Emergency Service (ARES) and Escambia County, Florida:

   A. Approve the Memorandum of Understanding between Escambia County Florida Amateur Radio Emergency Service (ARES) and Escambia County, Florida, which establishes an understanding for the authorization and mobilization of volunteer amateur radio operators when needed in a communications emergency; and

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

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

4. Recommendation: That the Board approve, and authorize the Chairman to sign, the Memorandum of Understanding with the U.S. Department of Environmental Protection Agency, National Health and Environmental Effects Research Laboratory, and Escambia County, to collaborate in the study of aquatic ecosystems focusing on, but not limited to, water quality with the Pensacola and Perdido Bay systems, for a term of five years.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board take the following action concerning the Memorandum of Agreement for Community Transportation Coordinator with the Florida Commission for the Transportation Disadvantaged:

   A. Approve the Memorandum of Agreement Extension, for one year, commencing on July 1, 2019, and ending on June 30, 2020; and

   B. Authorize the Chairman to sign the Memorandum of Agreement Extension, for execution of one year, commencing on July 1, 2019, and ending on June 30, 2020.

   [Funding for the Transportation Disadvantaged/Paratransit program is provided by the Florida Commission for the Transportation Disadvantaged and is included in the Mass Transit Fund 104]

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

   A. Rescind the Board's prior action of February 7, 2019, adopting the Resolution [R2019-14], adopting the Escambia County Area Transit Authority Anti-Drug Use and Alcohol Misuse Policy;

   B. Adopt the Resolution [R2019-45] adopting the Escambia County Area Transit Authority Substance Abuse Management Policy; and

   C. Authorize the Chairman to sign the Resolution.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

7. Recommendation: That the Board approve the 10 Request for Disposition of Property Forms for the Supervisor of Elections Office, for property which is listed on the Disposition Forms, to be auctioned as surplus or disposed of properly.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve the Request for Disposition of Property Form for the Public Defender's Office, for equipment which is described and listed on the Disposition Form. The listed items are outdated, are in excess, and have been found to be of no further usefulness to the County.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

9. Recommendation: That the Board take the following action concerning property located in the 2400 Block of Michigan Avenue (Parcel Reference No. 43-1S-30-1101-000-001):

   A. Accept the deed from Bonnie Delgado to Escambia County, that was recorded in Official Record Book 7571, at Page 1562, of the public records, on August 10, 2016, without the County's knowledge or approval; and

   B. Direct the County Attorney's Office to take the appropriate steps to record the County's acceptance of the deed in the public records.

   This property is located in Commission District 1.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

10. Recommendation: That the Board confirm Commissioner Steven Barry's appointment of Kevin White to the Escambia County Mass Transit Advisory Committee, to serve as one of the two District 5 appointees, effective May 2, 2019, for a term to run concurrently with Commissioner Barry's term of office, or at his discretion.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

11. Recommendation: That the Board accept, for filing with the Board's Minutes, the April 4, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's fire service fleet through the end of the Fiscal Year:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$25,000
Vendor:	Ward International Trucks, LLC
Project Name:	N/A
Contract:	N/A
Purchase Order (PO) #:	190429
Change Order (CO) #:	1
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$25,000
New PO Total:	$75,000

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

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's fire service fleet through the end of the Fiscal Year:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$25,000
Vendor:	Sunbelt Fire, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order (PO) #:	190424
Change Order (CO) #:	1
Original Award Amount:	$150,000
Cumulative Amount of Change Orders through this CO:	$25,000
New PO Total:	$175,000

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

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning the Client Agreement [with Page, Wolfberg & Wirth, LLC]:

   A. Authorize the Interim County Administrator to sign the Client Agreement with Page, Wolfberg & Wirth, LLC, for a total flat fee of $5,000; and

   B. Authorize a payment to be paid up front at a 5% discount.

   Page, Wolfberg & Wirth (PWW) will be providing a claims audit by reviewing 30 random Medicare Part B claims. The claims audit will include a review of all relevant documentation for the selected claims, including a detailed review of our crew's clinical documentation, to include, but not limited to, patient care reports, patient signature forms, Medicare remittance reports, and dispatch intake records. After reviewing the documentation, PWW provided feedback on ICD 10 coding, modifier coding, supporting documentation, medical necessity determinations, and reasonableness determination to ensure the Escambia County is compliant with Medicare rules and regulations. This audit is a self-imposed audit to ensure compliance that EMS Billing conducts every other year. Quotes were requested via Vendor Registry. No other vendors responded to the request.

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

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's fire service fleet through the end of the Fiscal Year:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$25,000
Vendor:	Knowles On Site Repair, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order (PO) #:	190436
Change Order (CO) #:	1
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$25,000
New PO Total:	$75,000

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

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's fire service fleet through the end of the Fiscal Year:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$25,000
Vendor:	G & S Holdings, LLC
Project Name:	N/A
Contract:	N/A
Purchase Order (PO) #:	190430
Change Order (CO)#:	1
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$25,000
New PO Total:	$75,000

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

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order #1, in excess of $50,000, adding funds to Purchase Order 190049, issued to W.W. Grainger, Inc.:

Department:	Facilities Management
Division:	Maintenance
Type:	Addition
Amount:	$40,000
Vendor:	W. W. Grainger, Inc.
Purchase Order:	190049
Change Order:	1
Original Award Amount:	$47,000
Change Order # 1:	$40,000
New Purchase Order Total:	$87,000

[Funding Source: Fund 001, General Fund, Cost Center 310203, Object Code 54601 and 55201]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #143, General Fund (001) and Local Option Sales Tax Ill (LOST) Fund (352), in the amount of $150,277, to recognize the Sheriffs off-duty officer, investigative costs, auto repairs, and miscellaneous reimbursements/fees ($24,594), and the proceeds from the sale/auction of older, high-mileage vehicles that were purchased with LOST ($125,683), and to appropriate these funds back into the Sheriffs Administrative Budget to offset operational expenses and the LOST portion back into LOST Project 08SH0018 for future vehicle/equipment purchases.

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

8. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned property located at 1601 Success Drive, in the Central Commerce Park, Phase 1:

   A. Declare surplus the Board's real property located in the Central Commerce Park, Phase 1, specifically 1601 Success Drive (Lot 11), Account Number 12-0567-055;

   B. Authorize an appraisal be performed to determine the current market value;

   C. Authorize the sale of this property to the bidder with the highest offer received at or above the minimum bid, which will be set at the appraised value;

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Continued…

D. Add a stipulation to the sale of this property that the buyer abide by the covenants existing in the Central Commerce Park, including:

(1) Obligation to have detailed plans and specifications approved by an Architectural Review Committee;
(2) Duty to rebuild, repair or remove all damaged improvements and debris located within the lot;
(3) No lot shall be used for any purpose other than light manufacturing, warehouse, wholesale distribution, office or research and development facilities. Retail sales shall be limited to those that are ancillary to any of the purposes listed above; and
(4) Obligation to provide casualty insurance in an amount equal to the maximum insurable replacement value of all improvements located on the Owner's lot.

The complete Declaration of Covenants, Conditions and Restrictions of Central Commerce Park is recorded in the Official Records Book 5517, at Page 1390, of the Public Records of Escambia County, Florida; and

E. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents necessary to complete the sale of this property, without further action of the Board.

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board take the following action regarding the acquisition of a real property and acceptance of a donated property, both located in the Westernmark and Valencia Arms Subdivisions, for the Erress Boulevard and Diego Circle Blight Reduction Project [these parcels are located in District 3] [Funding: Fund 129, 2015 CDBG, Cost Center 370224 and 2017 CDBG, Cost Center 370231]:

   A. Authorize the purchase of a real property and accept the donation of a real property, both located in the Westernmark and Valencia Arms Subdivision, for the Erress Boulevard and Diego Circle Blight Reduction Project:

Parcel ID	Property Owners	Address	Purchase Price
09-2S-30-0550-000-055	Allen L. and Brenda Janssen, Bruce E. Janssen	103 Diego Circle	$15,000
09-2S-30-0550-000-038	Allen L. and Brenda Janssen, Bruce E. Janssen	159 Diego Circle	$0

   B. Approve the Contract for Sale and Purchase for the acquisition of a real property, located at 103 Diego Circle (.0445 acres), from Allen L. and Brenda Janssen and Bruce E. Janssen, for the purchase price of $15,000 (County's appraisal $15,000);

   C. Accept the donation of a real property, located at 159 Diego Circle (.0777 acres), from Allen L. and Brenda Janssen and Bruce E. Janssen, for the purchase price of $0, excluding any costs and fees associated with final closing; 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 the acquisition of these properties, without further action of the Board.

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the Agreement for Gasoline and Diesel Fuel Delivery [PD16-17.057], with Cougar Oil, Inc., retroactive to October 1, 2018.

[Funding: Fund 175, Transportation Fund; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

11. Recommendation: That the Board take the following action regarding price increases relating to PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities:

A. Approve and authorize the first request for an operational price increase of 2.5% [effective January, 1, 2019], to cover increases in cost to Republic Services. This is the first request for a price increase. The price increase request and operational cost increases have been reviewed and approved by Robert Dye, Interim Facilities Manager; and

B. Authorize the increase in the Recycling Tipping Fee charged by ECUA [Emerald Coast Utilities Authority], from $15/ton to $25/ton, effective May 1, 2019.

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 17-18.037, Design Services for Quietwater Beach Ferry Landing Phase II (Pier Widening), and Phase III (Passenger Shade Structure), FPN: 436511-3-38-01, for an amount not to exceed $218,817.

[Funding: Fund 352 Local Option Sales Tax III (FLAP [Federal Lands Access Program]), Cost Center 210115, Object Code 56301, Project Number 16EN3434]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

13. Recommendation: That the Board ratify the following May 2, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

(1) The Agreements between Escambia County CRA and James B. and Jill S. Amos, owners of residential property located at 9016 Chemstrand Road, Ensley Redevelopment District, each in the amount of $4,347, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows and storm shutters; and

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

A. Continued…

(2) The Agreements between Escambia County CRA and Sharon Walker Edwards, owner of residential property located at 201 Bryant Road, Warrington Redevelopment District, each in the amount of $5,022, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

14. Recommendation: That the Board take the following action concerning the contract award for Escambia County Performance Audit:

A. Approve the ranking of the firms:

(1) MGT Consulting Group; and
(2) Brain Storm Consulting;

B. Authorize staff to negotiate with the number one ranked [firm], for a not-to-exceed amount of $204,410, subject to Legal review and sign-off; and

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

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, without further action of the Board.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

15. Recommendation: That the Board authorize the issuance of an emergency Purchase Order to Carlos Tavarez, DBA The Rescue Company 1, in the amount of $124,950, in order to immediately begin additional training for the Public Safety Paramedics and Emergency Medical Technicians.

This is an emergency request for the Board of County Commissioners' approval to authorize the issuance of an emergency Purchase Order to Carlos Tavarez, DBA The Rescue Company 1, in order to immediately begin additional training for the Public Safety Paramedics and Emergency Medical Technicians. This is a documented training need/requirement. This will improve service outcomes in the future and assure the highest quality patient care for citizens and visitors of Escambia County.

The Rescue Company 1 was one of two companies to provide quotes for the requested service. The Rescue Company 1 quote was for $124,950, and Baptist Hospital quoted the same training for $236,338. We also reached out to Pensacola State College for a quote, but they were unable to provide the requested service.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330302; and Fund 143, Fire Services, Cost Center 330206]

(Continued on Page 30)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

III. FOR DISCUSSION

1. Recommendation: 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 2018/2019:

   A. Rally Foundation, Inc., in the amount of $5,000;

   B. Panhandle Charitable Open, in the amount of $30,000;

   C. Boys & Girls Clubs of the Emerald Coast, in the amount of $5,000;

   D. Northwest Florida Legal Services, Inc., in the amount of $2,500; and

   E. Mr. Robbins' Neighborhood, in the amount of $2,500.

   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]

Motion: To move the item
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board consider the Supervisor of Elections' request to increase the number of voting precincts in the western area of the county.

Motion: To affirm the Supervisor of Elections' request and authorize it, to increase the number of voting precincts in the western area of the county, as described earlier, to split Precinct 43 in half, essentially
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action concerning appointments to the Escambia-Pensacola Human Relations Commission (EPHRC):

   A. Appoint one Commissioner as a member of the EPHRC to serve a two-year term, effective May 2, 2019, through May 1, 2021; and

   B. Appoint four of the following individuals to serve as County appointees for a two-year term, effective May 2, 2019, through May 1, 2021:

      (1) Ralph S. "Stan" Allsopp
      (2) Wendy Casperson
      (3) Bill Lewis
      (4) Kimberly McClay
      (5) Kafahni Nkrumah
      (6) Kathleen Wilks
      (7) Randy Bricker
      (8) Fred Gant
      (9) Kevin Mair
      (10) Jerry Watson

   A Community and Media Relations General Alert was posted on March 12, 2019, seeking volunteer applicants for the EPHRC, with a follow-up alert issued on April 4, 2019.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued…

Motion: To appoint Commissioner May to serve as the Commissioner on the EPHRC, to serve a two-year term, effective May 2, 2019, through May 1, 2021
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

Motion: To appoint Randy Bricker, Fred Gant, Kevin Mair, and Jerry Watson
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Wendy Casperson

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

   A. Authorize the purchase of real property, located at 127 Diego Circle, from R & R Capital Holdings, LLC, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $5,000 (County's appraised value is $2,500);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 127 Diego Circle (.0382 acres); 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.

   This parcel is located in the District 3.

   [Funding: Fund 129, 2015 CDBG, Cost Center 370224 and 2017 CDBG, Cost Center 370231]

Motion: To move the item, A, B, and C, in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Recommendation: That the Board discuss the content for a proposed Ordinance related to the non-binding referendum on Escambia County policy for preservation of Santa Rosa Island, and allow the Santa Rosa Island Authority to have a voice in the proposed Ordinance.

Motion: To have the Santa Rosa Island Authority review an Ordinance regarding the referendum vote in November regarding the vote that was taken
Made by: Commissioner Bender **Seconded by:** Commissioner Barry
Disposition: Carried unanimously
Speaker(s): Lorrie Newman, Lilly Eubanks, Frances Hinely, Anita Feliciano, Dianne Krumel, Nancy Hagman, Larry Downs, Jr., Melissa Pino

COUNTY ATTORNEY'S REPORT

I. FOR ACTION

1. Recommendation: That the Board approve a proposed settlement agreement, in the sum of $550,000.00, inclusive of any and all medical and indemnity benefits, attorney's fees, and costs to which Ms. Laura Petrill-Knisbell might be entitled under the Florida Workers' Compensation Act. If the proposed settlement agreement is approved, Midwest Employers Casualty Company, the excess insurer for this claim, will be ultimately responsible for reimbursing and paying the full amount of the settlement.

Motion: To move Action Items 1 through 3
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board take the following action regarding the "Special District" designation of the Escambia-Pensacola Human Relations Commission:

Acknowledge, and authorize the County Attorney's Office to notify the Florida Department of Economic Opportunity, that the Escambia-Pensacola Human Relations Commission is now established by Ordinance 2019-13 rather than by Interlocal Agreement and does not meet the statutory requirements of a "Special District" as provided in the Uniform Special District Accountability Act, Chapter 189, Florida Statutes.

Motion: To move Action Items 1 through 3
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board ratify Commissioner Douglas B. Underhill's appointment of Jack P. Brown as his appointee on the Pensacola Bay Bridge Naming Committee, effective April 18, 2019, and continuing until the Board sunsets the Committee, or through Commissioner Underhill's term of office (2022).

Motion: To move Action Items 1 through 3
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

4. Recommendation: That the Board take the following action concerning waiver of the 90-day requirement and assignment pay for Interim County Administrator:

   A. Waive 63 days of the 90-day notice period for Interim County Administrator Amy Lovoy, and allow her last day at the County to be May 10, 2019, with pay through July 12, 2019, as provided for in sections 2-101 through 2-105 of the Escambia County Code of Ordinances;

   B. Authorize a 5% retroactive pay increase per Section 18.13 of the BCC Human Resources Policies and Procedures, for the dates September 27, 2018, through May 10, 2019; and

   C. Acknowledge a leave cash out will occur pursuant to existing policy and at the rate of $65.76 per hour, and acknowledge pay at the rate of $65.76 per hour for the dates May 11, 2019, through July 12, 2019.

Motion: That the Board recognize that she's [Amy Lovoy] satisfied her notice requirements, and Item B and C, in the narrative exactly as it's laid out
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

II. FOR DISCUSSION

1. Recommendation: That the Board, at the request of Commissioner Bergosh, discuss whether to direct the County Attorney's Office to draft an Ordinance relating to non-interference with Administration, and whether to schedule a public hearing to consider enacting such an Ordinance. A non-interference Ordinance would have provisions like the provided example.

Disposition: No action taken
Speaker(s): Melissa Pino, Larry Downs, Jr., Michael Bearden, Scott Trotter, Margaret Hostetter, Jacqueline Rogers, Harlan Jennings

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve funding for $1,000 for Pensacola Children's Business Fair, May 18, 2019, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: "Two from my discretionary, $1,000 for Gulf Coast Kid's House and $1,000 for Pensacola Children's…"
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board approve funding for $1,000 for Gulf Coast Kid's House – "Brunch and Bubbles 2019" fundraiser on May 19, 2019, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: "Two from my discretionary, $1,000 for Gulf Coast Kid's House and $1,000 for Pensacola Children's…"
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman May declared the Regular Meeting of the Board of County Commissioners adjourned at 7:37 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: May 16, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16103 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/16/2019
Issue: Data Use Agreement between the University of Florida and Escambia County, Florida
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Data Use Agreement for Limited Data Set between the University of Florida and Escambia County - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Data Use Agreement between the University of Florida and Escambia County:

A. Approve the Data Use Agreement, to allow the disclosing of limited data set of Protected Health Information for research; and

B. Authorize the Interim County Administrator to sign the Agreement.

BACKGROUND:

The recommended Agreement will allow The University of Florida to conduct research for purposes of quality assurance and quality improvement for pediatric pre-hospital care. EMS patient care data will be abtracted to measure treatments and interventions for pediatric patients, focusing on protocols adherence and patient outcomes. Data will br collected on EMS scene location and destination hospital location as well as, EMS crew treatment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney Kristen Hual approved the document as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The development of this Agreement has been coordinated with University of Florida and the County Attorney's Office. Dr. Edler will oversee implementation of the Agreement.

Attachments

Data Use Agreement

UF UNIVERSITY of FLORIDA

Health Science Center - *Jacksonville*
Office of Research Affairs and
Institutional Review Board

580 West Eighth Street
Tower II, 9th Floor, Ste 9015
Jacksonville, FL 32209
904-244-9478
904-244-9035 Fax

April 12, 2019

Kristin D. Hual
Senior Assistant County Attorney
Escambia County Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502

RE: Data Use Agreement for Limited Data Set - Escambia County and UF

Dear Kristin:

Enclosed is one (1) original, signed copy of the Data Use Agreement for Limited Data Set between Escambia County and the University of Florida.

After final signature, please return one (1) fully executed copy to my attention at regina.leonard@jax.ufl.edu.

Thank you and please contact me with any questions.

Sincerely,

Regina Leonard
HSC RAC Administrator III

Enclosures (1)

COUNTY ATTORNEYS OFFICE
16 APR2019
PM01:26

DATA USE AGREEMENT FOR LIMITED DATA SET

This Data Use Agreement ("Agreement") is entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Suite 420, Pensacola, FL 32502 ("Covered Entity") and the University of Florida, on behalf of its Board of Trustees, a public body corporate of the State of Florida, located at 207 Grinter Hall, Gainesville, FL 32611("Recipient"), hereinafter collectively referred to as ("the Parties").

WHEREAS, the Covered Entity possesses Individually Identifiable Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Regulations, and is permitted to use or disclose such information only in accordance with HIPAA and the HIPAA Regulations; and

WHEREAS, the Covered Entity wishes to disclose a Limited Data Set ("LDS") of Protected Health Information ("PHI") to Recipient and Recipient desires to use the Limited Data Set for research; and

WHEREAS, both Parties agree to fully comply with HIPAA, and other state and federal laws related to confidentiality and information security.

NOW THEREFORE, the Parties agree as follows:

I. Definitions

A. HIPAA: the Health Insurance Portability and Accountability Act of 1996, as amended.

B. HIPAA Regulations: The regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164.

C. Individually Identifiable Health Information: Information that is a subset of health information, including demographic information, collected from an individual and is created or received by a health care provider, health plan, employer, or health care clearinghouse; relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

D. Limited Data Set ("LDS"): PHI as defined in 45 CFR 164.514(e)(2) that does not contain any of the following identifiers of the individual who is the subject of the Protected Health Information, or of relatives, employers or household members of the individual:

a. Names; postal address information, other than town or city, State, and zip code;
b. Telephone numbers;
c. Fax numbers;
d. Electronic mail addresses;
e. Social security numbers;
f. Medical record numbers;
g. Health plan beneficiary numbers;
h. Account numbers;
i. Certificate/license numbers;
j. Vehicle identifiers and serial numbers, including license plate numbers;
k. Device identifiers and serial numbers;
l. Web Universal Resource Locators (URLs);
m. Internet Protocol (IP) address numbers;
n. Biometric identifiers, including finger and voice prints; and
o. Full face photographic images and any comparable images.

E. Protected Health Information ("PHI"): Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term *electronic media* in the HIPAA Regulations; or transmitted or maintained in any other form or medium.

II. Responsibilities of Recipient

A. Recipient agrees to limit the use and disclosure of the LDS to the authorized purpose described below ("Authorized Purpose"):

To conduct research for the purposes of quality assurance and quality improvement for pediatric pre-hospital care. Emergency Medical Services (EMS) patient care data will be abstracted to measure treatments and interventions for pediatric patients, focusing on protocol adherence and patient outcomes. Data will be collected on EMS scene location and destination hospital location as well as, EMS crew treatment.

B. Recipient agrees to limit the use and disclosure of the PHI to those members of its workforce and any agents or subcontractors who have a legitimate business need to access the LDS for the purposes described in Section A. above.

C. Recipient agrees that it, and any members of its workforce, who have access to the LDS will not use or further disclose the PHI other than as permitted by this Agreement, or as otherwise required by law or regulation.

D. Recipient agrees to ensure that any agent, including a subcontractor, to whom it provides the LDS, agrees to the same restrictions and conditions that apply through this Agreement to the Recipient with respect to such information.

E. Recipient will use appropriate safeguards to protect the PHI from misuse or inappropriate disclosure and to prevent any use or disclosure of the PHI other than as provided in this Agreement, or as otherwise required by law or regulation.

F. Recipient will not attempt to identify the individuals to whom the PHI pertains, or attempt to contact such individuals.

G. Recipient agrees to report to Covered Entity any use or disclosure of the LDS not provided for by this Agreement, of which it becomes aware, including, without limitation, any disclosure of PHI to an unauthorized subcontractor, within ten (10) days of its discovery.

III. Responsibilities of Covered Entity

A. Covered Entity agrees to provide PHI to Recipient as a LDS, which will include the following data elements:

1. Patient age (patients between 0-18 years)
2. Date of service
3. Chief complaint
4. Vital signs
5. Patient assessment
6. Medications administered
7. Procedures performed
8. Scene location
9. Hospital destination
10. EMS crew identifier

B. Covered Entity will ensure that any LDS provided meets the requirements set forth in 45 CFR 164.514(e).

IV. Term and Termination

A. The term of this Agreement will be effective as of the date first written above and will terminate after a period of six (6) years from the effective date. Upon termination, all of the PHI provided by Covered Entity to Recipient is destroyed or returned to Covered Entity. This provision will apply to PHI that is in the possession of subcontractors or agents of Recipient. If it is not feasible to return or destroy the PHI, the obligation under the Agreement to protect such information will survive termination of this Agreement.

B. In the event that Recipient breaches this Agreement, Covered Entity, in its sole discretion, may:

   a. Terminate this Agreement upon written notice to Recipient;

   b. Request that Recipient, to the satisfaction of Covered Entity, take appropriate steps to cure such breach. If Recipient fails to cure such breach to Covered Entity's satisfaction in the time prescribed by Covered Entity, Covered Entity may terminate this Agreement upon written notice to Recipient; or

   c. Inspect the facilities, systems, books and records of Recipient pertaining to this Agreement to monitor compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Recipient's facilities, systems and procedures does not relieve Recipient of its responsibility to comply with this Agreement, nor does Covered Entity's failure to detect or detection of, but failure to notify Recipient or require Recipient's remediation of, any unsatisfactory practices constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. The Parties' respective rights and obligations under this will survive termination of the Agreement.

V. Rights of Proprietary Information: Covered Entity retains any and all rights to the proprietary information, confidential information, and Limited Data Set Covered Entity discloses to Recipient.

VI. Return or Destruction of Records: Upon termination of this Agreement for any reason, Recipient must return or destroy, as specified by Covered Entity, the Limited Data Set that Recipient still maintains in any form, and must not retain any copies of such Limited Data Set. If Covered Entity, in its sole discretion, requires that Recipient destroy the Limited Data Set, Recipient must certify to Covered Entity that the Limited Data Set has been destroyed. If return or destruction is not feasible, Recipient must inform Covered Entity within ten (10) days of the reason it is not feasible and limit further use and disclosure of such Limited Data Set to those purposes that make the return or destruction of such Limited Data Set infeasible.

VII. Miscellaneous

A. Any ambiguity in this Agreement will be resolved to permit Covered Entity to comply with HIPAA.

B. Covered Entity and Recipient agree that amendment of this Agreement may be required to ensure that Covered Entity and Recipient comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI or the Limited Data Set. Covered Entity may terminate this Agreement upon 15 days written notice in the event that Recipient does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations.

C. This Agreement will be construed and enforced in accordance with the laws of the State of Florida.

D. Any notice permitted or required by this Agreement will be in writing and sent to the contact address as noted below or as may be provided by either party to the other in writing from time to time.

Notice to Covered Entity:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

Notice to Recipient:

Tina Bottini
University of Florida Health Science Center
Office of Research Affairs, 9th Floor, Tower II, Ste 9015
580 West Eighth Street
Jacksonville, FL 32209

E. Nothing in this Agreement will be construed to create any relationship between the Parties, other than that of independent entities contracting with each other for the sole purpose of transferring a LDS. This Agreement does not constitute either party as the agent, legal representative, or employee for any purpose whatsoever of the other party and neither party is hereby granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the effective date stated above.

Escambia County, Florida

Amy Lovoy, Interim County Administrator

Witness

Witness

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 03-06-2019

University of Florida

Tina Bottini, Assistant Dean for Research Administration and Compliance

Read and Acknowledged Only By:

Jennifer N. Fishe, MD, FAAP

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16094 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/16/2019
Issue: Amendment 1 to Contract for Services Agreement for the Town of Century Market Analysis
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approving Amendment 1 to the Contract for Services Agreement Between Escambia County and the University of West Florida for the Market Analysis for the Town of Century - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve and authorize the Chairman to sign Amendment 1 to the Contract for Services Agreement between Escambia County and the University of West Florida, for the Market Analysis for the Town of Century, to remove the deliverable to receive feedback from the community on the draft Market Analysis Report. No payment was due on this deliverable and all other terms and conditions remain the same.

BACKGROUND:

The Board approved the Market Analysis proposal of $24,500 from the Town of Century and the HAAS Center on October 18, 2018. Purchase Order #190682 was ordered November 2, 2018, for the Market Analysis for the Town of Century by UWF/HAAS Center to access the feasibility of mixed-used commercial and residential development for various parcels in the Town of Century.

The Senior Grant Specialist with Research and Sponsored Programs at the University of West Florida contacted the County on November 19, 2018, to enter into a contract agreement for this type of project to outline the details of the project and to establish certain contractual terms and conditions.

Approval of the contract agreement established a statement of work, schedule of compensation, and outlines the details of the Market Analysis for the Town of

Century.

The Senior Grant Specialist with Research and Sponsored Programs at the University of West Florida contacted the County in mid March to provide direction for the Amendment and whether or not focus groups could still be an effective method of feedback for the Market Analysis Report. Amendment 1 to Contract Services Agreement removes the deliverable to receive feedback from the community. No payment was due on this deliverable and all other terms and conditions remain the same.

BUDGETARY IMPACT:

The Amendment 1 to Contract for Services Agreement does not change the budget as approved in the original agreement.

The Board approved $24,5000 from Fund 353, Cost Center 110277, Account 58201, Project Number 19ED0585. Purchase Order 190682 has been issued to the University of West Florida in the amount of $24,500.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment 1 to Contract
UWF HAAS Original Agreement

DocuSign Envelope ID: DE9C7126-20C3-42B3-BCDC-698DD1029282

Amendment 1 to Contract for Services Agreement

Institution/Organization ("SPONSOR") Board of County Commissioners, Escambia County 213 Palafox Place, Second Floor, Suite 11.101 Pensacola, FL 32591-1591	UNIVERSITY OF WEST FLORIDA ("UNIVERSITY") Acting for and on behalf of The University of West Florida Board of Trustees, a public body corporate 11000 University Parkway Pensacola FL 32514-5750 FID #: 59-2976783	
Period of Performance: 12/07/2018 – 06/30/2019	Amendment No. 1	Award Funding Action(s) Original Award $24,500 Amendment 1: $ 0 Total Award: $24,500
Project Title: Market Analysis for Town of Century		UWF Grant Number: 220811

Amendment(s) to Original Terms and Conditions

This amendment applies to the Contract for Services Agreement originally dated December 7, 2018. The purpose of this Amendment is to delete the table of deliverables from Attachment 1: Statement of Work and Schedule of Compensation in the original contract and replace it with the following:

REPORT/DELIVERABLE	DATE DUE	PAYMENT
Project Start Date	Upon acceptance of contract by both parties	$12,250
Draft Market Analysis Report	March 1, 2019	$0
Final Market Analysis Report	June 30, 2019	$12,250
Total		$24,500

Except as expressly modified by this Amendment 1, all other terms and conditions of the original Contract for Services Agreement shall remain in full force and effect.

By Authorized Official of SPONSOR:

_____ _____
Lumon J. May, Chairman and Date
County Commissioner, District 3

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____ _____
Deputy Clerk Date

Approved as to form and legality:

By/Title: _____ 4/29/19
County Attorney Date

By Authorized Official of UNIVERSITY:

DocuSigned by:
Matthew Schwartz 04/09/2019
FE54FB85E706412...
Matthew Schwartz, Ph.D. Date
Assistant Vice President,
Research Administration

Approved for form and legality:

DocuSigned by:
Bobbie Ellis-Wiggins 04/09/2019
University Counsel Date

DocuSign Envelope ID: 029936B3-72F7-40C7-B0B8-6E482195C4A0

Contract for Services Agreement ("Contract")			
BOARD OF COUNTY COMMISSIONERS, ESCAMBIA COUNTY ("SPONSOR")		UNIVERSITY OF WEST FLORIDA Acting for and on behalf of The University of West Florida Board of Trustees, a public body corporate ("UNIVERSITY")	
213 Palafox Place, Second Floor, Suite 11.101 Pensacola, FL 32591-1591		Research and Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750	
TEIN: 59-6000598	DUNS	TEIN: 59-2976783	DUNS 053000709
Does funding originate from a Federal prime source? ☒ No ☐ Yes If yes, complete following: Original Source of Funds: _____ Project or Funding Reference Number/PRIME AWARD: _____ Name of Federal Agency: _____ CFDA Number: _____ Name of Federal Program: _____			
Contract Period of Performance: FROM: Acceptance of Contract by both parties TO: June 30, 2019		Amount Funded $24,500	Matching Funds $0	Total $24,500
Project Title: Market Analysis for Town of Century			
Reporting Requirements: See Attachment 1			

Terms and Conditions

(1) SPONSOR hereby awards a ☐ cost reimbursable ☒ firm fixed price ☐ firm fixed rate contract for services to the University, as described above. The statement of work and schedule of compensation are as specified in UNIVERSITY's proposal dated September 13, 2018, as shown in Attachment 1.

(2) SPONSOR shall pay UNIVERSITY as shown in the payment schedule in Attachment 1. All invoices shall be submitted in form and detail sufficient for proper pre- and post-audit of expenditures using UNIVERSITY's standard invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Point of Contact, as shown in Attachment 2. Payment for invoices is due upon receipt and shall be considered past due after 30 days. Past due invoices shall bear interest at the statutory rate applicable to state agencies.

(3) A final statement of costs incurred, marked "FINAL", will be submitted to SPONSOR's Financial Point of Contact thirty (30) days after project end date or as shown in Attachment 1. The final statement of costs shall constitute UNIVERSITY's final financial report.

(4) Matters concerning the technical performance of this contract should be directed to the appropriate party's Program/Technical Point of Contact, as shown in Attachment 2.

(5) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Contract should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this Contract require the written approval of each party's Authorized Official, as shown in Attachment 2.

(6) The Project Budget is set forth in Attachment 1. Funds may be allocated between expenditure categories at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced above. This paragraph is inapplicable to fixed price or fixed rate contracts.

(7) Either party may terminate this Contract with thirty (30) days written notice to the appropriate party's Administrative Point of Contact, as shown in Attachment 2. In the event of termination, SPONSOR shall pay UNIVERSITY for work performed to the date of termination and all allowable, non-cancellable obligations.

(8) Changes to Period of Performance, including no-cost extensions require the approval of the SPONSOR

(9) This Contract is comprised of this document and the Attachments 1-3 attached hereto, which are made part hereof by reference.

By signing below authorized representatives have executed this Contract to be effective for the Period of Performance shown above.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY FLORIDA		UNIVERSITY OF WEST FLORIDA	
		DocuSigned by: Matthew Schwartz	11/28/2018
Lumon J. May, Chairman and County Commissioner, District 3	Date	Matthew Schwartz, Ph.D. Interim Assistant Vice President Research Administration	Date
ATTEST: PAM CHILDERS Clerk Of The Circuit Court BY_____ DEPUTY CLERK		Approved for form and legality as template DocuSigned by:	11/28/2018
		University Counsel	Date

Approved as to form and legal sufficiency.
By/Title: KH Valenca
Date: 11/29/18

Attachment 1: STATEMENT OF WORK AND SCHEDULE OF COMPENSATION

This is a ☐cost reimbursable ☒ fixed price ☐ fixed rate contract for services in the amount not to exceed $24,500 to cover costs associated with the project identified on the previous page and as shown on the following University proposal and/or quotation.

The following deliverable items are due pursuant to the timetable identified below. The numbered invoice for each report or deliverable shall be sent concurrent with the period of performance corresponding to the deliverable on the due date shown.

REPORT/DELIVERABLE	DATE DUE	PAYMENT
Project Start Date	Upon acceptance of contract by both parties	$12,250
Draft Market Analysis Report	March 1, 2019	$0
Feedback from Community on Draft Market Analysis Report	April 30, 2019	
Final Market Analysis Report	June 30, 2019	$12,250
Total		$24,500

University's Tasks:

The University will supply personnel and resources to accomplish the scope of work at the price in the proposal/cost quotation as shown in the following pages.

Town of Century

7995 N. Century Blvd

Century, Florida 32535

September 13, 2018

To Whom It May Concern:

Previously, the Haas Center presented the 2014 Six Pillar Community Economic Development Strategic Plan to the Town of Century after a successful completion of a DEO Technical Assistance Grant. The strategic plan was presented at the end of a yearlong collaboration between the Haas Center and the Town of Century. The plan ultimately outlined a series of goals, objectives and tactics that could help facilitate change for the Town of Century. The vision was outlined as such:

"The Town of Century will be the model for rural economic redevelopment, excelling in cultivating its workforce, facilitating the growth of regional industry, and enhancing the quality of life for its residents and the surrounding communities."

Over 2014-2015, the Haas Center also supplied a full-time staff person to help facilitate action items that would move Century toward its goals. It was clear that progress toward the strategic plan would be incremental and would require a long-term, sustainable effort

Those plans did not include consideration for the substantial impact of an EF-3 Tornado, which caused considerable damage to approximately 25% of the Town. Now that the Town of Century is on the cusp of adoption of its Community Redevelopment Agency (CRA) Plan, it is time to revisit the original strategic plan. The clear alignment of goals and objectives between the CRA Plan and Strategic Plan indicate that town stakeholders agree that many of the goals remain the same or similar, but there is still work to be done to improve quality of life and industry.

The Haas Center's partnership with the Town has never wavered, but we believe that it is an appropriate time to formalize that relationship once again. We have considered various ways that our organization can assist the Town of Century in planning for and moving into its next phase of growth. In particular, we want to be able to provide Escambia County and the Town of Century with enough information to support informed decision making, plan for strategic growth and capitalize on the full advantages offered to the community through Century's designation as an "Opportunity Zone." For these reasons, the Haas Center proposes the following project for the utilization of monies appropriated by the Escambia County Board of County Commissioners for economic development-related activities benefitting the Town of Century for Fiscal Years 2017- 2018 and 2018-2019:

Market Analysis. Several sites within the Town continue to be an untapped asset and missed opportunities for redevelopment. The Haas Center proposes to conduct a market analysis to assess the feasibility of mixed/use/commercial and/or residential development about various vacant parcels and buildings within the Town. The analysis will help define community needs, a profile of customers, potential for profitability and growth, as well as consider both competition and barriers to development onto the market.

This assessment will call for community input through focus groups, as well as outreach to North Escambia County and South Alabama residents to determine the amount of interest in such a redevelopment initiative.

Price: $24,500

Timeline:

- Project Initiation: Execution of contract
    - First payment of $12,250 invoiced
- Draft Report Completed – March 1, 2019
- Feedback from community – April 30, 2019
- Final report due by June 30, 2019 with a two-week period for comment and review
    - Final payment of $12,250 invoiced

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Attachment 2
CONTACT REPRESENTATIVES

Sponsor Contacts		University of West Florida Contacts	
FID #59-6000598 / DUNS #		FID #59-2976783 / DUNS # 53-000709	
Administrative Point of Contact		Administrative Point of Contact	
Name: Title: Address: City ST Zip Phone: Email:	Katie Macarthur Director's Aide Escambia County Brd. County Comm. Office of Management and Budget 213 Palafox Place Pensacola, FL 32591-1591 (850) 595-4959 kmacarthur@myescambia.com	Name: Title: Address: City ST Zip Phone: Email:	Theresa (Byrd) Miller Senior Grants Specialist Research and Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2827 tbyrd@uwf.edu
Program/Technical Point of Contact		Program/Technical Point of Contact	
Name: Title: Address: City ST Zip Phone: Email:	Katie Macarthur Director's Aide Escambia County Brd. County Comm. Office of Management and Budget 213 Palafox Place Pensacola, FL 32591-1591 (850) 595-4959 kmacarthur@myescambia.com	Name: Title: Address: City ST Zip Phone: Email:	Amy Newburn Assistant Director, Haas Center 220 West Garden Street, Suite 304 Pensacola, FL 32502 (850) 439-5400 anewburn@uwf.edu
Financial Point of Contact		Financial Point of Contact	
Name: Title: Address: City ST Zip Phone: Email:	Katie Macarthur Director's Aide Escambia County Brd. County Comm. Office of Management and Budget 213 Palafox Place Pensacola, FL 32591-1591 (850) 595-4959 kmacarthur@myescambia.com	Name: Title: Address: City ST Zip Phone: Email:	Donna Frazee Associate Director Research and Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750 (850) 473-7111 dfrazee@uwf.edu
Authorized Official		Authorized Official	
Name: Title: Address: City ST Zip Phone: Email:	Lumon J. May, Chairman and County Commissioner, District 3 Board of County Commissioners Escambia County Florida 213 Palafox Place Pensacola, FL 32591-1591 (850) 595-4959	Name: Title: Address: City ST Zip Phone: Email:	Matthew Schwartz, Ph.D. Interim Assistant Vice President Research Administration 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2824 mschwartz@uwf.edu

Attachment 3
ADDITIONAL TERMS AND CONDITIONS

THIS AGREEMENT is entered into by and between the Board of County Commissioners, Escambia County Florida, (hereafter "Sponsor") and The University of West Florida, for and on behalf of the University of West Florida Board of Trustees, a public body corporate, a Florida public post-secondary educational institution (hereafter "University").

The terms of this Agreement are intended to provide the administrative framework for Sponsor and the University (the "Parties") to cooperate in the performance of this project. The University shall make all reasonable efforts to perform the scope of work as outlined in Appendix A.

STATEMENT OF WORK The University shall provide the necessary personnel and facilities to conduct the work of this agreement for the project titled "Market Analysis for the Town of Century."

PERIOD OF PERFORMANCE This Agreement shall begin upon execution and shall not extend beyond end date unless the period is extended by modification of this Agreement. Final deliverables will be provided to Sponsor as specified in Appendix A. University staff will be available for follow up consultation and assistance to the Sponsor regarding project deliverables through the ending date of this Agreement at no additional cost. Continuing support and assistance for additional periods will be provided only if the amount and scope of work is modified by amendment to this Agreement.

FORCE MAJEURE University shall not be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University's reasonable control, determined in the University's discretion, including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics; acts of war or terrorism; embargoes; fire; earthquake; hurricane; windstorm; tornados, acts of God or default of common carrier.

SEVERABILITY In the event any provision of this contract shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

NONDISCRIMINATION The nondiscrimination clause contained in Section 202, Executive Order 11246, and any subsequent amendments thereto, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, gender identity or national origin, and the Implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 U.S.C. 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 U.S.C. 12101 are incorporated into this Contract by reference as if fully set forth herein.

TAXES, FEES AND PERMITS The University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes.

PUBLIC RECORDS Sponsor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement, except as exempted by Florida law. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

INSURANCE University will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance as required by law. University will furnish evidence of such insurance

upon request. Copies of certificates of coverage are available on request from the Research & Sponsored Programs office contractual contact representative.

LIMITATION OF LIABILITY In the performance of professional services, the University shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, expressed or implied, are made.

In no event shall University or its employees be liable (in contract or in tort, including negligence, or otherwise) to the Sponsor for indirect, incidental or consequential damages, resulting from or related to this Contract. Further, University shall not be liable for use by the Sponsor of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Contract. In no event shall University's liability to Sponsor for any reason exceed the dollar amount of this Contract.

The parties to this agreement recognize and acknowledge that University of West Florida is a constituent institution of the State University System of Florida (the "State") and an agency or subdivision of the State within the meaning of §768.28, Florida Statutes. Nothing contained herein shall be construed or interpreted as: i) denying the University or other state entity any remedy or defense available under the laws of the State; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University or other state entity beyond the waiver provided in § 768.28, Florida Statutes.

GOVERNING LAWS/VENUE This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that venue shall lie in the State Courts of Escambia County, Florida.

INTELLECTUAL PROPERTY The University reserves the ownership for any intellectual property developed as part of the compensated performance of this Agreement by its faculty and staff. Sponsor is granted a royalty-free non-exclusive license to use and distribute reports furnished to Sponsor hereunder (the "Work Product") without modification. University ownership of copyright shall be properly attributed. Sponsor may not grant others the right to use the Work Product or underlying information and data without written permission from the University.

The University reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form. All work shall acknowledge support as "This project was supported by the Board of County Commissioners, Escambia County Florida through the University of West Florida."

INDEPENDENT CONTRACTOR STATUS Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16144 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/16/2019
Issue: Letter Regarding West Cervantes Street Pedestrian Safety Improvements
From: AMY LOVOY, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Letter to Governor DeSantis Regarding the Cervantes Street Pedestrian Safety Plan - Amy Lovoy, Interim County Administrator

That the Board ratify the Chairman's signature on the letter, dated May 3, 2019, to Governor DeSantis regarding the Cervantes Street Pedestrian Safety Plan.

BACKGROUND:
The Florida Legislature has approved $600,000 for this project, but there is concern that the funding may be cut by the Governor. This neccesitated the urgency of sending the letter.

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

Letter to Governor DeSantis

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Telefax (850) 595-4908

May 3, 2019

Office of Governor Ron DeSantis
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, Florida 32399-0001

The Honorable DeSantis:

Escambia County is grateful for your consideration of the West Cervantes Street Pedestrian Safety Improvements. This project will include much needed pedestrian safety improvements along West Cervantes Street that have been recommended by a complete FDOT safety as well as "complete streets" type improvements to improve multi-modal traffic.

Unfortunately, this corridor is extremely dangerous for vehicular traffic as well as pedestrians. In the past five years there have been 682 crashes along this stretch of Cervantes Street and 9 fatalities. Of these fatalities 6 were either pedestrians or bicyclists.

We would very much appreciate your favorable consideration for this project in order to make this stretch of road far safer. Thank you again for your time and attention to this matter. If you have any questions or if I can be of any assistance, please do not hesitate to call me at (850) 595-4930 or email me at district3@myescambia.com.

Sincerely,

Lumon J. May, Chairman
Board of County Commissioners
Escambia County, Florida

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16151 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/16/2019
Issue: Request for Disposition of Property for the Tax Collector Office
From: Cathy Yates, Executive Assistant
Organization: Tax Collector of Escambia County
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Disposition of Property for the Tax Collector's Office - Scott Lunsford, Escambia County Tax Collector

That the Board approve the request for Disposition of Property Form for the Escambia County Tax Collector's Office for property that is described and listed on the Disposition Form with reason for disposition stated. The listed item has been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that it be auctioned as surplus or disposed of properly.

BACKGROUND:
Established policy of disposing of surplus or obsolete property.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with BCC policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

DispositionRefrigerator

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Richard W. Stone DATE: 4/29/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Richard W. Stone Chief of Staff 4/29/19 Phone No: 850-438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	62346	Sears Refrigerator	506KR03146	Kenmore Elite	2015	Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 4/29/2019

FROM: Escambia County Department Director (Signature): Richard W. Stone 4/29/19

Director (Print Name): Richard W. Stone, Chief of Staff

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-16108 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Lake Stone Campground Facility Management Agreement
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks & Recreation Department Director

That the Board approve the Agreement between the Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility and authorize the Interim County Administrator to sign the Agreement.

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided. This amount is currently allocated in the Fiscal Year 2019 Budget and will be budgeted in Fiscal Year 2020]

BACKGROUND:

The Lake Stone Campground is located at 801 W. Highway 4, Century, Florida. Since the inception of the Lake Stone Campground, the BCC has entered into an Agreement for onsite caretaker/management services at the facility. Dennis Keith Cole has served as the caretaker since June 2013.

BUDGETARY IMPACT:

The funding source for the Agreement is General Fund 001, Lake Stone Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided. This amount is currently allocated in the Fiscal Year 2019 budget and will be budgeted in Fiscal Year 2020.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such agreements concerning County property and facilities.

IMPLEMENTATION/COORDINATION:

The Parks & Recreation Department is responsible for coordination of all aspects of the Agreement for caretaker/management services at Lake Stone Campground.

Attachments

Lake Stone Facility Mgmt Agr

AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND DENNIS KEITH COLE FOR THE MANAGEMENT OF THE LAKE STONE CAMPGROUND FACILITY

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Dennis Keith Cole, as an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Board of County Commissioners, operates and maintains that certain recreational property known as Lake Stone Campground for the use and benefit of the general public; and

WHEREAS, supervision is required to properly and adequately render services to the public utilizing the facilities of said property; and

WHEREAS, the duties, obligations, operation, and responsibilities for same may be performed through the employment by the County of an independent contractor.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the County and Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on June 1, 2019, and shall be for a period of one (1) year ending on May 31, 2020, unless earlier terminated in accordance with paragraph 8. This Agreement may be extended for an additional term of one (1) year upon written agreement of the parties provided no less than thirty (30) days prior to the expiration date of the Agreement.

Unless otherwise agreed to by the parties, the Contractor shall vacate the premises immediately upon the expiration date of the Agreement. Contractor shall forfeit ownership of any items that remain on the premises.

3. Scope of Work. Contractor shall furnish labor, service, and maintenance to the area known and designated as Lake Stone Campground. This work shall consist of the hereinafter designated contractual duties:

A. The Contractor shall maintain the grounds of the Lake Stone Campground, carry out janitorial cleaning of the restrooms and bathhouse area at the campground, the janitorial cleaning of the restrooms at the boat ramp, the janitorial cleaning and setup of the group pavilion, and the keeping of the campground area, the bathhouse, and all restroom areas clean and free of litter.

B. The Contractor shall operate and maintain the concession sales on the premises. The Contractor shall sell soft drinks, snacks, fish bait, fishing tackle, and other campground related items. The Contractor shall not sell beer, wine or alcoholic beverages. All revenue derived from the sale of such concession items shall be

retained by the Contractor as part of his compensation package.

C. The Contractor shall collect user fees as established by the Board of County Commissioners and shall maintain records of the fees in accordance with the terms of this Agreement. All user fees shall be deposited as Escambia County revenues for the Lake Stone Campground account.

D. The Contractor shall adhere to and enforce all policy regulations established by the Board of County Commissioners.

E. The Contractor shall have an individual on the premises at all times during the regular business hours to render services to the public. The Contractor will be responsible for taking reservations, collecting fees, and assigning campsites.

F. The Contractor shall police the grounds for trash and debris, including the road along the north side of the lake. The Contractor also shall remove any fallen limbs and other debris from the campground area.

4. Compensation. In exchange for the provision of the scope of work pursuant to this agreement, County shall pay Contractor an annual management fee in the amount of $11,400.00 with payments made in twelve (12) equal monthly installments of $950.00. Contractor shall also receive 100% of all concession sales at Lake Stone Campground.

As non-monetary compensation valued in the amount of $1,200.00, County shall provide Contractor with a caretaker dwelling on the premises with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls.

5. County's Responsibilities. The County shall furnish the following items and services for the operation of Lake Stone Campground:

A. All utility services used in the operation of the campground facilities.

B. All materials for the cleaning and upkeep of the bathhouse, restrooms, pavilion, and campground.

C. Garbage dumpster service for the campground.

D. Materials, equipment, and labor for any improvements and repairs on the grounds and all facilities, including the Contractor's dwelling.

E. A caretaker dwelling for the Contractor with payment of utilities and telephone service to the dwelling, except for personal long-distance telephone calls. The contractor is responsible for insuring any and all personal belongings on the premises.

F. All gasoline, oils, and grease for the operation of equipment used on or about the campground.

G. A "golf cart" as a means of transportation for use in upkeep of the grounds around the campground.

H. A power mower for maintenance of the campground.

6. Records. The Contractor shall keep in good order and to the County's standards, records of pertinent books, documents, receipts, expenditures, and other papers involving transactions relating to this Agreement or any extensions thereof so that the County's authorized representatives can regularly audit these records. The Contractor shall also keep procurement and supply records to include requisitions for materials, maintenance work orders, and equipment use and status reports.

The authorized representatives of the County shall have access to and the right to examine, audit, excerpt and transcribe pertinent books, documents, papers, and records of the Contractor involving transactions relating to this Agreement or any extensions thereof. Such materials must be submitted to the County upon the completion of each fiscal year in which records were created. The retention time shall be calculated from the end of the fiscal year in which final entry was made in the records retained.

7. Insurance. The Contractor shall provide the following insurance coverage:

A. Commercial general liability insurance with $1,000,000.00 limits per occurrence/$2,000,000.00 aggregate, including coverage parts of bodily injury, broad from property damage, personal injury, and contractual liability, independent contractors, and products and completed operations;

B. Personal Auto Insurance with $300,000.00 combined single limits, on all personal vehicles that will be operating on County premises; and

C. Renters Insurance, Form HO-4 with minimum limits of $50,000.00. The required limit is a minimum amount. Consideration should be taken to ensure the coverage limit purchased is adequate to sufficiently protect the Caretaker's personal property in the event of a covered loss. Renters Insurance does not protect from loss by FLOOD. Optional Flood insurance must be purchased separately to insure against loss caused by FLOOD.

The Board of County Commissioners and Escambia County shall be named as an "additional insured" on all liability policies. All coverages shall be secured through an insurance carrier admitted in the State of Florida with an "A" rating and a minimum financial size category of "VII", according to the most current A.M. Best Company Key Rating Guide.

Escambia County shall be provided with said certificates of insurance which reflect the Board of County Commissioners and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates also shall reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance shall be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

8. Termination. This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the Contractor shall be paid compensation for services performed through the termination date. 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 Agreement is terminated by the Contractor or the County for convenience, the Contractor shall vacate the premises on or before the expiration of the thirty (30) day notice period. If the Agreement is terminated for cause by the County, the Contractor shall be required to vacate the premises immediately. Contractor shall forfeit ownership of any items that remain on the premises.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Compliance with Laws. The Contractor 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 Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Subcontractors. The County approves the use of subcontractors by the Contractor. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractor or other associates in connection with services covered by this Agreement, the Contractor must secure the prior written approval of the County for employment of such subcontractors. Workers' compensation insurance will be required if the Contractor hires employees such that worker's compensation insurance is required by the State of Florida.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State or Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

14. 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: Contractor
Attention: Dennis K. Cole
801 West Highway 4
Pensacola, Florida 32535

To: Escambia County Parks Department
Attention: Michael Rhodes
1651 East Nine Mile Road
Pensacola, Florida 32514

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.

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

16. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written

consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. 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.

18. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Contractor 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 Contractor 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.

19. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

20. 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.

21. 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.

22. 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.

[Signature Page to Follow]

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

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

By:_____
Amy Lovoy, Interim County Administrator

Date:_____

Witness:_____

Witness:_____

Approved as to form and legal sufficiency.
By/Title: M Crawford AA
Date: 4/26/19

CONTRACTOR:
DENNIS KEITH COLE, a sole proprietor authorized to transact business in the State of Florida

By:_____

Date: 5-1-19

Witness: Jane Eisenzopf

Witness: Michael Rhodes

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16096 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Federal Elections Activities Funds FY 2018/2019
From: David Stafford, Supervisor of Elections
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning Federal Elections Activities Grant Funds from the Department of State:

A. Certify that the County will match State Grant funds with $4,689.93, from the Supervisor of Elections' Fiscal Year 2018/2019 Budget; and

B. Authorize the Chairman to sign the Certificate County Match to Federal Grant Trust Funds and the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is $4,689.93. The match is included in the Supervisor of Elections' Fiscal Year 2018/2019 Budget under Cost Center 550101 and various Object Codes.

BACKGROUND:

Up to two million dollars from the Help America Vote Act grant fund are available for distribution for FY 2018-2019. These funds will be distributed to the Supervisor of Elections pursuant to a formula based on active registered voters in each county as of booksclosing for the 2018 General Election, as certified by the Department of State. The amount for Escambia County is $31,266.20. The Legislature specified that these funds could be used for activities relating to

federal election activities.

BUDGETARY IMPACT:

In order to receive the federal elections activities funds, the Legislature has required the Chairman of the Board of County Commissioners certify that the county will match the state funds with a 15% county match. Both the state funds and the county matching funds must be held in a separate account to be used solely for activities relating to federal elections. The required match for this grant is $4,689.93. The match is included in the Supervisor of Elections' FY 18/19 Budget under Cost Center 550101 and various object codes.

LEGAL CONSIDERATIONS/SIGN-OFF:

The documentation has been reviewed and approved by the County Legal Department.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

No county Supervisor of Elections shall receive funds pursuant to the agreement until the Board of County Commissioners certifies to the Department that the county will provide matching funds in an amount equal to 15% of the amount to be received by the state.

IMPLEMENTATION/COORDINATION:

This agreement will be implemented by the Supervisor of Elections.

Attachments

memorandum of agreement for federal election admin activities
attachment B to MOA
attachment C to MOA
Attachment E to MOA
Attachment D to MOA

MEMORANDUM OF AGREEMENT
FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), an agency of the State of Florida, and David H. Stafford Supervisor of Elections for Escambia County, ("Sub-recipient"). This agreement governs the receipt and use of federal funds as specified herein.

I. Governing Law

Grant funds are made available pursuant to Specific Appropriation 3081, Chapter 2018-9, Laws of Florida to provide funds to the 67 county supervisor of elections offices in the ongoing effort to improve the administration of federal elections. See **Attachment A** for appropriation proviso.

The Department of State is authorized to distribute to all 67 county Supervisors of Elections a sum total of two million dollars ($2,000,000) in non-recurring funds for fiscal year 2018-2019 from the Federal Grants Trust Fund, pursuant to section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401 ("Help America Vote Act Requirements Payments").

II. Scope of Work, Deliverables, Restrictions

A. Scope of Work.

Funds provided under this agreement shall be used for advance payment for allowable expenses to improve the administration of federal elections. Those allowable expenses and the timeline by when requests must be submitted are detailed in Table 1 in subsection B. For additional guidance on allowable and non-allowable expenses, see *DE Guide 0018 - Allowable and Non-Allowable Expenses for HAVA Expenditures – Federal Election Activities Grant.*

B. Deliverables, Minimum Levels of Service, and Financial Consequences

Table 1

Deliverables (1, 2, 3, and/or 4)	Minimum Level of Service	Financial Consequences
1. Federal Election Administration Activities - Voter Education. Examples include: Mailing and publishing of sample ballots Mailing or publishing voter information cards Publishing of voter guides Voting system Demonstrations	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020. No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020, or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds.

	allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit Annual Expenditure Reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.	Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.
2. Federal Election Administration Activities – Poll Worker Training Examples include: Poll worker training stipends Poll worker training materials	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020. No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit Annual Expenditure Reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds. Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.

	and/or products purchased, used and/or implemented.	
3. Federal Election Administration Activities – Standardizing Election Results Reporting Examples include: Software or hardware technology that enhances or facilitates the reporting of election results	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020. No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit Annual Expenditure reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds. Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.
4. Federal Election Administration Activities - Other Federal Election Administration Activities, as approved in advance by the Department of State. Examples include:	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020.	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the

MOVE Act implementation and maintenance; Software or hardware technology that enhances or facilitates the delivery of vote-by-mail ballots, casting and counting of valid votes, voting systems audits or recounts, or the certification of accurate and complete election results.	No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit annual expenditure reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a final expenditure report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.	Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds. Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.

C. Request and Disbursement Process

The Department shall distribute to each eligible Sub-recipient upon request and submission of a completed grant application a minimum payment amount of five thousand dollars ($5,000) plus a proportional amount based on the voting age population in the Sub-recipient's county. See **Attachment B.** The amount per county is based on the aggregated remaining amount of the total grant for the 67 Sub-recipients divided by the total number of voting age population for the State in the most recent decennial census and then multiplied by the respective county's voting age population.

To receive funds, the Sub-recipient shall submit a complete grant application no later than June 1, 2019, using the Department of State's Online Grants Program at https://www.dosgrants.com. The application must contain a description of the plan to be implemented. If a county has remaining funds from one or more prior federal election activities grant distributions, as part of their application for 2018-2019 funds, the sub-recipient shall provide an explanation as to why those funds have yet to be expended.

Additionally, before the Sub-recipient may receive funds, the Sub-recipient must submit the following:

1. *A* completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", and attached hereto as **Attachment C.** [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]

2. A completed "Certificate of Equipment for Casting and Counting Ballots" (DS-DE 135, Effective 8/16), attached hereto as **Attachment D**. This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

3. A completed "Matching Funds Certification" (DS-DE 127), attached hereto as **Attachment E.** The form certifies that the county governing body shall provide addition matching funds in an amount equal to fifteen percent (15%) of the amount to be received from the state. If the county governing body fails to appropriate the matching funds, the Supervisor must return to the Department all funds received under this agreement.

D. Reporting

The Sub-recipient must submit an annual expenditure report that includes supporting documentation evidencing allowable expenses no later than July 31, 2019 and again on July 31, 2020. The Sub-recipient must provide a final expenditure report including submitting supporting documentation evidencing allowable expenses no later than December 31, 2020 and written confirmation that all remaining previously distributed grant funds remaining were expended first. Supporting documentation shall include invoices, canceled checks, purchase orders, vendor contracts, sample publications, and other records that detail the services or products provided and the costs of such services and/or products. Documentation must account for all expenditures made from grant funds awarded under this agreement. Documentation must also provide details regarding matching funds and any interest earned. Failure to submit the report may result in immediate notice to return all funds, including any interest accrued. Any funds determined not to be expended in accordance with this agreement shall be returned, including any interest earned, to the Department within 30 days of written notice. All funds returned shall revert to the Federal Grants Trust Fund.

Using the Form DS-DE 129, the Sub-recipient shall report annually to the Department any unspent funds remaining on June 30 of each fiscal year. The Sub-recipient shall submit the annual report no later than July 31 of every year until funds are fully expended, or returned, whichever is earlier.

E. Restrictions

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations, but this does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the Department the funds, not otherwise expended for allowable costs, including any interest earned during the term of this agreement.

The Sub-recipient must establish and maintain the grant funds in an interest bearing account in a "qualified public depository" as defined by section 280.02(26), Florida Statutes. The Sub-recipient must segregate the funds in a separate account established to hold only such funds. Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a Public Deposit Identification and Acknowledgement Form.
- The submission each year by November 30th of a Public Depositor Annual Report to the Chief Financial Officer (DFS-J1-1009)

For more information refer to the Department of Financial Services Collateral Management for Governmental Units webpage or contact the Program Administrator at 850-413-3167.

III. Payments

The Sub-recipient is encouraged to use electronic funds transfer (EFT) to receive payment as an alternative to receipt of payment by warrant. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts.

IV. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient, as indicated on **Attachment F**, may be subject to monitoring, audits and reporting requirements herein.

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see Part B "Audits") monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Sub-recipient agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

B. Audits

1. *Federally Funded Audits (*OMB Circular A-133, as revised in supplemental 2017.)

In the event that the Sub-recipient expends $750,000 or more in Federal awards in its fiscal year, the Sub-recipient **is required to** have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Sub-recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit conducted by the Auditor General must satisfy the requirements of Subpart E of OMB Circular A-133, as revised. In connection with the audit requirements the Sub-recipient shall fulfill the responsibilities of an auditee as provided in Subpart C of OMB Circular A-133, as revised.

If the Sub-recipient expends less than $750,000 in Federal awards in its fiscal year, an audit **is not required.** The Sub-recipient, however, must make records available for review or audit upon request by appropriate officials of U.S. Election Assistance Commission, the Department, and the General Accounting Office (GAO). If the Sub-recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., resources obtained from other than Federal entities).

2. *Other audits*

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action.

The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

Additional guidance to state and federal monitoring and auditing requirements may be found at http://www.eac.gov.

C. Audit Reporting

Copies of financial reporting packages as described in Subpart C- Auditees, section ____.320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Sub-recipient pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

Department of State *Division of Elections* *R.A. Gray Bldg., Ste 316* *500 S. Bronough St.* *Tallahassee, FL* *32399-0250*	*Department of State* *Office of Inspector General* *R.A. Gray Bldg., Rm. 406* *500 S. Bronough Street* *Tallahassee, FL* *32399-0250*	*Auditor General's Office* *Claude Pepper Bldg.* *111 West Madison St.* *Tallahassee, FL* *32399-1450*	*Federal Audit Clearinghouse* *Bureau of the Census* *1201 East 10th St.* *Jeffersonville, IN* *47130*

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with OMB Circular A-133, the Florida Statutes, and/or Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable . The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Sub-recipient received the reporting package.

V. Record Retention

The Sub-recipient shall keep and maintain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement. The Sub-recipient shall retain these records for five fiscal years in accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General, or three years after the date an audit report is issued, whichever is later. The Sub-recipient shall allow the Department or its designee, CFO, or Auditor General access to such records, including access to the audit working papers upon request.

VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections/Sub-recipient

Signature: [signature]
Name and Title: David H. Stafford
Escambia County Supervisor of Elections

Address: 213 Palafox Place, 2 floor
Pensacola Florida 32502

County FEID No. 59-6000598

Witness: [signature]
Date: 4-25-19

By Department of State, Division of Elections

Signature: _____
Name and Title: _____

Address: R.A. Gray Building
500 S. Bronough Street, Ste. 316
Tallahassee, Florida 32399

Witness: _____
Date: _____

ATTACHMENT B to MOA 2018-2019-0003

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS

County Allocation of Help America Vote Act Funds - Federal Election Administration Activities - FY 2018-2019

County	Voting Age Population (2010 Census)	Amount - Federal Election Activities Funds Minimum Payment	Amount - Federal Election Activities Funds Voting Age Population	Amount - Federal Election Activities Funds Minimum + Per population	Amount - 15% Match By County Funds
Alachua	203,051	$ 5,000.00	$ 22,844.44	$ 27,844.44	$ 4,176.67
Baker	20,068	$ 5,000.00	$ 2,257.77	$ 7,257.77	$ 1,088.67
Bay	131,776	$ 5,000.00	$ 14,825.58	$ 19,825.58	$ 2,973.84
Bradford	22,885	$ 5,000.00	$ 2,574.70	$ 7,574.70	$ 1,136.20
Brevard	435,690	$ 5,000.00	$ 49,017.71	$ 54,017.71	$ 8,102.66
Broward	1,356,717	$ 5,000.00	$ 152,638.72	$ 157,638.72	$ 23,645.81
Calhoun	11,493	$ 5,000.00	$ 1,293.03	$ 6,293.03	$ 943.95
Charlotte	137,100	$ 5,000.00	$ 15,424.56	$ 20,424.56	$ 3,063.68
Citrus	118,842	$ 5,000.00	$ 13,370.43	$ 18,370.43	$ 2,755.56
Clay	140,695	$ 5,000.00	$ 15,829.02	$ 20,829.02	$ 3,124.35
Collier	258,873	$ 5,000.00	$ 29,124.75	$ 34,124.75	$ 5,118.71
Columbia	52,338	$ 5,000.00	$ 5,888.34	$ 10,888.34	$ 1,633.25
DeSoto	27,027	$ 5,000.00	$ 3,040.70	$ 8,040.70	$ 1,206.10
Dixie	13,278	$ 5,000.00	$ 1,493.85	$ 6,493.85	$ 974.08
Duval	660,749	$ 5,000.00	$ 74,338.19	$ 79,338.19	$ 11,900.73
Escambia	233,465	$ 5,000.00	$ 26,266.20	$ 31,266.20	$ 4,689.93
Flagler	76,660	$ 5,000.00	$ 8,624.71	$ 13,624.71	$ 2,043.71
Franklin	9,579	$ 5,000.00	$ 1,077.69	$ 6,077.69	$ 911.65
Gadsden	35,184	$ 5,000.00	$ 3,958.41	$ 8,958.41	$ 1,343.76
Gilchrist	13,308	$ 5,000.00	$ 1,497.23	$ 6,497.23	$ 974.58
Glades	10,467	$ 5,000.00	$ 1,177.60	$ 6,177.60	$ 926.64
Gulf	13,289	$ 5,000.00	$ 1,495.09	$ 6,495.09	$ 974.26
Hamilton	11,886	$ 5,000.00	$ 1,337.25	$ 6,337.25	$ 950.59
Hardee	20,056	$ 5,000.00	$ 2,256.42	$ 7,256.42	$ 1,088.46
Hendry	28,254	$ 5,000.00	$ 3,178.74	$ 8,178.74	$ 1,226.81
Hernando	138,620	$ 5,000.00	$ 15,595.57	$ 20,595.57	$ 3,089.34
Highlands	80,814	$ 5,000.00	$ 9,092.05	$ 14,092.05	$ 2,113.81
Hillsborough	935,018	$ 5,000.00	$ 105,195.08	$ 110,195.08	$ 16,529.26
Holmes	15,645	$ 5,000.00	$ 1,760.16	$ 6,760.16	$ 1,014.02
Indian River	112,076	$ 5,000.00	$ 12,609.22	$ 17,609.22	$ 2,641.38
Jackson	39,839	$ 5,000.00	$ 4,482.12	$ 9,482.12	$ 1,422.32
Jefferson	12,013	$ 5,000.00	$ 1,351.53	$ 6,351.53	$ 952.73
Lafayette	7,085	$ 5,000.00	$ 797.10	$ 5,797.10	$ 869.57
Lake	235,311	$ 5,000.00	$ 26,473.88	$ 31,473.88	$ 4,721.08
Lee	497,885	$ 5,000.00	$ 56,015.02	$ 61,015.02	$ 9,152.25
Leon	221,514	$ 5,000.00	$ 24,921.64	$ 29,921.64	$ 4,488.25
Levy	32,172	$ 5,000.00	$ 3,619.54	$ 8,619.54	$ 1,292.93
Liberty	6,588	$ 5,000.00	$ 741.19	$ 5,741.19	$ 861.18
Madison	15,037	$ 5,000.00	$ 1,691.75	$ 6,691.75	$ 1,003.76
Manatee	256,550	$ 5,000.00	$ 28,863.40	$ 33,863.40	$ 5,079.51
Marion	267,117	$ 5,000.00	$ 30,052.25	$ 35,052.25	$ 5,257.84
Martin	120,572	$ 5,000.00	$ 13,565.07	$ 18,565.07	$ 2,784.76
Miami-Dade	1,950,707	$ 5,000.00	$ 219,466.12	$ 224,466.12	$ 33,669.92
Monroe	62,089	$ 5,000.00	$ 6,985.38	$ 11,985.38	$ 1,797.81
Nassau	57,395	$ 5,000.00	$ 6,457.28	$ 11,457.28	$ 1,718.59
Okaloosa	140,434	$ 5,000.00	$ 15,799.66	$ 20,799.66	$ 3,119.95

ATTACHMENT B to MOA 2018-2019-0003

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS

County Allocation of Help America Vote Act Funds - Federal Election Administration Activities - FY 2018-2019

County	Voting Age Population (2010 Census)	Amount - Federal Election Activities Funds Minimum Payment	Amount - Federal Election Activities Funds Voting Age Population	Amount - Federal Election Activities Funds Minimum + Per population	Amount - 15% Match By County Funds
Okeechobee	30,412	$ 5,000.00	$ 3,421.53	$ 8,421.53	$ 1,263.23
Orange	875,809	$ 5,000.00	$ 98,533.71	$ 103,533.71	$ 15,530.06
Osceola	198,269	$ 5,000.00	$ 22,306.44	$ 27,306.44	$ 4,095.97
Palm Beach	1,051,250	$ 5,000.00	$ 118,271.87	$ 123,271.87	$ 18,490.78
Pasco	366,124	$ 5,000.00	$ 41,191.12	$ 46,191.12	$ 6,928.67
Pinellas	753,654	$ 5,000.00	$ 84,790.55	$ 89,790.55	$ 13,468.58
Polk	460,359	$ 5,000.00	$ 51,793.12	$ 56,793.12	$ 8,518.97
Putnam	57,579	$ 5,000.00	$ 6,477.98	$ 11,477.98	$ 1,721.70
St. Johns	146,188	$ 5,000.00	$ 16,447.02	$ 21,447.02	$ 3,217.05
St. Lucie	215,781	$ 5,000.00	$ 24,276.64	$ 29,276.64	$ 4,391.50
Santa Rosa	115,163	$ 5,000.00	$ 12,956.52	$ 17,956.52	$ 2,693.48
Sarasota	319,713	$ 5,000.00	$ 35,969.61	$ 40,969.61	$ 6,145.44
Seminole	325,537	$ 5,000.00	$ 36,624.85	$ 41,624.85	$ 6,243.73
Sumter	84,908	$ 5,000.00	$ 9,552.65	$ 14,552.65	$ 2,182.90
Suwannee	32,102	$ 5,000.00	$ 3,611.67	$ 8,611.67	$ 1,291.75
Taylor	18,125	$ 5,000.00	$ 2,039.17	$ 7,039.17	$ 1,055.88
Union	12,525	$ 5,000.00	$ 1,409.14	$ 6,409.14	$ 961.37
Volusia	401,320	$ 5,000.00	$ 45,150.88	$ 50,150.88	$ 7,522.63
Wakulla	23,851	$ 5,000.00	$ 2,683.38	$ 7,683.38	$ 1,152.51
Walton	43,713	$ 5,000.00	$ 4,917.97	$ 9,917.97	$ 1,487.70
Washington	19,626	$ 5,000.00	$ 2,208.04	$ 7,208.04	$ 1,081.21
TOTAL	**14,799,219**	**$335,000.00**	**$ 1,665,000.00**	**$ 2,000,000.00**	**$ 300,000.00**

Formula for Allocation: Each county starts with a minimum payment ($5,000). Remaining funds are allocated by voting age population (2010 Census) in each county.

FY 2018-2019 Appropriation - Federal Election Administration Activities	**$2,000,000.00**
Total funds to be allocated by minimum payment ($5,000 x 67)	**$335,000.00**
Total funds to be allocated by voting age population	**$1,665,000.00**
Voting Age Population (2010 Census) - Statewide	**14,799,219.00**
Per voting age population funding multiplier	**0.1125**

ATTACHMENT C to MOA 2018-2019-0003

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David H. Stafford, Escambia County SOE

Name and Title of Authorized Representative

Signature

4/25/19

Date

ED Form GCS-009, 6/88

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT E of MOA 2018-2019-0003

Certificate
County Match to Federal Grant Trust Funds under the Help America Vote Act

I, Lumon J. May, Chairman of the Board of County Commissioners of Escambia County, Florida, do hereby certify that the Board of County Commissioners shall provide the county Supervisor of Elections a minimum 15% county match* to the total amount that the county Supervisor of Elections may request and receive from the State in FY 2018-19. The Board shall appropriate an amount equal to or greater than $4,689.93. I understand that if the Board fails to appropriate the matching funds, all funds received from the State for this grant during the 2018-2019 state fiscal year, including interest, will be required to be returned to the Department of State and shall revert to the Federal Grant Trust Funds.

Chairman, Board of County Commissioners
Lumon J. May

Date

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA
Date: 4-29-19

*See Attachment B to Memorandum of Agreement for Calculation

DS-DE 127
Revised 09/2018

ATTACHMENT D of MOA 2018-2019-0003

Certificate of Equipment for Casting and Counting Ballots

We, David H. Stafford, Supervisor of Elections and Lumon J. May Chairperson of Board of County Commissioners, of Escambia County, Florida, do hereby certify that prior to the receipt and use of fiscal year 2018-2019 HAVA funds for the purchase of State-approved or certified (whichever is applicable) emerging or enhancing software or hardware technology as allowable per Attachment A, the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors for the next regularly scheduled general election. If the Florida Department of State determines that there is insufficient equipment for casting and counting ballots for the next regularly scheduled general election as herein certified, we shall return the HAVA funds that were used to purchase other emerging or enhancing software and hardware technology to the State.

Supervisor of Elections
David H. Stafford

4/25/19
Date

Chairman, Board of County Commissioners
Lumon J. May

Date

Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 4-29-19

DS-DE 135
Revised 6/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16122 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Bureau of Justice Assistance Application for the FY2019 PREA Standards, Protecting Inmates, and Safeguarding Communities Grant
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Bureau of Justice Assistance Application for the Fiscal Year 2019 Prison Rape Elimination Act Standards, Protecting Inmates and Safeguarding Communities Grant - William R. Powell, Director of Corrections

That the Board take the following action regarding the Bureau of Justice Assistance Application for the Fiscal Year 2019 Prison Rape Elimination Act (PREA) Standards, Protecting Inmates and Safeguarding Communities Grant:

A. Approve the Bureau of Justice Assistance application for the Fiscal Year 2019 PREA Standards, Protecting Inmates and Safeguarding Communities Grant. This Application is for a two-year grant period totaling $337,032. The grant program requires a 50% match that will be paid from existing departmental funds;

B. Authorize the Chairman to execute the letter of support required as part of the application process; and

C. Authorize the Corrections Department to electronically submit the Application on behalf of the Board through the Bureau of Justice Assistance Grant portal.

[Match Funding: Fund 001, Cost Center 290401 and Fund 111, Cost Center 290406]

BACKGROUND:

Through the Prison Rape Elimination Act (PREA) and the National PREA Standards, the grant award will allow the Department to pursue and improve the overall safety of facilities for inmates, residents, detainees, and staff. In addition, expanding the Department's implementation of PREA Standards within the Escambia County Jail will support DOJ's critical goals of reducing crime, enhancing public safety, and providing vital services to crime victims. Most notably the grant award will increase the Department's capacity to prevent, detect, and respond to sexual abuse in the Escambia County Jail. This program provides 50% of the funding for both the personnel and equipment required to implement the standards outlined in the Prison Rape Elimination Act (PREA). The full request of the application is $337,032 over a two-year period. The required match breakdown over a two-year period ($168,517) would consist of salaries for current staff members totaling $116,017 (Fund 001, Cost Center 290401) and equipment totaling $52,500 (Fund 111, Cost Center 290406). The match requirement will come from already approved and existing department funds. The grant deadline is May 22, 2019. Should there be an award, the award will be brought before the Board for approval and acceptance.

BUDGETARY IMPACT:

The grant funds are designed as a cost reimbursement program to Escambia County with a direct 50% match over a two-year implementation period. The match has already been identified from within existing departmental allocations. No additional funds are being requested from the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached application has been reviewed by Kristin Hual, Senior Assistant County Attorney, and has been found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant applications with match requirements to be approved.

IMPLEMENTATION/COORDINATION:

The Department of Corrections will coordinate the electronic submission of the grant application upon Board approval and authorization.

Attachments

FY2019 PREA Standards Grant Application

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: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier: FL

8. APPLICANT INFORMATION:

* a. Legal Name: County of Escambia Board of County Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN): 596000598

* c. Organizational DUNS: 0750796730000

d. Address:

* Street1: 221 Palafox Place
Street2:
* City: Pensacola
County/Parish: Escambia
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 325025835

e. Organizational Unit:

Department Name: Corrections Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Lani
Middle Name: A
* Last Name: Birchett
Suffix:

Title: Corrections Grant Administrator

Organizational Affiliation: Escambia County Board of County Commissioners

* Telephone Number: 8505950878
Fax Number:

* Email: labirchett@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:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.735

CFDA Title:

PREA Program: Strategic Support for PREA Implementation

*** 12. Funding Opportunity Number:**

BJA-2019-15245

* Title:

BJA FY 19 Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities

13. Competition Identification Number:

BJA-2019-15327

Title:

Category 2: Units of county or city local government agencies

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia County Corrections PREA implementation to promote agency buy-in,staffing plans to reduce sexual abuse,agency training to achieve PREA standards,identify and remedy vulnerable areas of jail.

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: 01 * b. Program/Project: 01

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2019 * b. End Date: 09/30/2021

18. Estimated Funding ($):

* a. Federal	168,516.00
* b. Applicant	168,516.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	337,032.00

*** 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 .

☐ 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: Mr. * First Name: Lumon

Middle Name: J.

* Last Name: May

Suffix:

* Title: Chairman

* Telephone Number: 8505954930 Fax Number:

* Email: district3@myescambia.com

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593(identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Completed on submission to Grants.gov	Chairman
APPLICANT ORGANIZATION	DATE SUBMITTED
County of Escambia Board of County Commissioners	Completed on submission to Grants.gov

Standard Form 424B (Rev. 7-97) Back

Budget Narrative File(s)

*** Mandatory Budget Narrative Filename:** Budget_detail_worksheet.pdf

Add Mandatory Budget Narrative | Delete Mandatory Budget Narrative | View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative | Delete Optional Budget Narrative | View Optional Budget Narrative

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	*No*

A. Personnel

Name *List each name, if known.*	Position *List each position, if known.*	Computation *Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked (# of hours, days, months, years)***	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
TBD	PREA Manager	$80,326.00	yearly	1	45%	$36,147	$18,074	$18,074
TBD	PREA Coordinator	$37,876.00	yearly	1	95%	$35,983	$17,992	$17,992
					Total(s)	**$72,130**	**$36,065**	**$36,065**

Narrative

Escambia County Corrections intends to designate a high-ranking staff member to manage the agency's PREA efforts with a direct line of communication to the Corrections Chief. The designated PREA Manager will assign the role of PREA Coordinator to an individual that will spend a majority of the time on PREA tasks. The PREA Coordinator will direct all jail facilities to achieve compliance with PREA standards. The PREA Coordinator will be responsible for the compilation of data to ensure that the grant project is progressing and to ensure that goals and objectives are being met. The data collected by the PREA Coordinator will be provided to the Grant Administrator who will submit reports online through BJA's online Performance Measurement Tool (PMT) and Grants Management System (GMS) as applicable.

B. Fringe Benefits					
Name *List each grant-supported position receiving fringe benefits.*	**Computation** *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
PREA Manager	$36,147.00	51.45%	$18,598	$9,299	$9,299
PREA Coordinator	$35,983.00	65.51%	$23,573	$11,787	$11,787
		Total(s)	**$42,171**	**$21,086**	**$21,086**

Narrative

Fringe Benefits includes Family Health Insurance, Annual/Sick Leave or Paid Time Off, Accidental Death and Dismemberment Coverage, Life Insurance, State Pension Contribution, FICA, Medicare.

BUDGET DETAIL WORKSHEET

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

C. Travel										
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
NONE			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**
Narrative										
NONE										

BUDGET DETAIL WORKSHEET

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

D. Equipment					
Item *List and describe each item of equipment that will be purchased*	**Computation** *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Assessment and Acquisition of Monitoring Technology	1	$100,000.00	$100,000	$50,000	$50,000
		Total(s)	**$100,000**	**$50,000**	**$50,000**

Narrative

Assess current use of monitoring technology in order to build an effective design to enhance the ability to protect inmates from sexual abuse. Due to the out of dated architectural design of the Main Jail and Road Prison, pockets of obscured areas exist. With the upgrades and additions to the monitoring equipment it will be possible to achieve a 360-degree approach to view all areas of the facility that inmates occupy. Due to the older construction of both facilities a much greater camera density will be necessary to achieve adequate visibility to meet modern construction and PREA standards.

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

E. Supplies

Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Printing Materials for Training and Education	1	$5,000.00	$5,000	$2,500	$2,500
		Total(s)	**$5,000**	**$2,500**	**$2,500**

Narrative

Costs reflect modification to employee orientation pamphlet and inmate handbook to incorporate PREA material. Also includes the development and printing of poster boards with PREA material posted for staff and inmates.

F. Construction						
Purpose *Provide the purpose of the construction*	**Description of Work** *Describe the construction project(s)*	**Computation** *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
NONE				$0		$0
			Total(s)	**$0**	**$0**	**$0**
Narrative						
NONE						

G. Subawards (Subgrants)

Description *Provide a description of the activities to be carried out by subrecipients.*	Purpose *Describe the purpose of the subaward (subgrant)*	Consultant? *Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	*Non-Federal Contribution*	*Federal Request*
NONE					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	Location *Indicate the travel destination.*	Type of Expense *Hotel, airfare, per diem*	Computation *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	*Duration or Distance*	*# of Staff*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
NONE						$0		$0
						$0		$0
						$0		$0
					Total	$0	$0	$0

Narrative

NONE

H. Procurement Contracts

Description	Purpose	Consultant?			
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
NONE					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
NONE						$0		$0
					Total	$0	$0	$0

Narrative

NONE

BUDGET DETAIL WORKSHEET

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

I. Other Costs							
Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*						
	Quantity	***Basis***	***Cost***	***Length of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
					$0		$0
				Total(s)	**$0**	**$0**	**$0**

Narrative
NONE

BUDGET DETAIL WORKSHEET

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

J. Indirect Costs					
Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	
NONE	

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	

A. Personnel

Name *List each name, if known.*	Position *List each position, if known.*	Computation *Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked (# of hours, days, months, years)***	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
TBD	PREA Manager	$82,735.00	yearly	1	45%	$37,231	$18,616	$18,616
TBD	PREA Coordinator	$39,012.00	yearly	1	95%	$37,062	$18,531	$18,531
					Total(s)	**$74,293**	**$37,147**	**$37,147**

Narrative

Year two includes an possible 3% cost of living increase in salary. The increase is not certain and may be 0%, decision will be made during annual budget cycle. Previous year activities will ensue. Escambia County Corrections intends to designate a high-ranking staff member to manage the agency's PREA efforts with a direct line of communication to the Corrections Chief. The designated PREA Manager will assign the role of PREA Coordinator to an individual that will spend a majority of the time on PREA tasks. The PREA Coordinator will direct all jail facilities to achieve compliance with PREA standards. The PREA Coordinator will be responsible for the compilation of data to ensure that the grant project is progressing and to ensure that goals and objectives are being met. The data collected by the PREA Coordinator will be provided to the Grant Administrator who will submit reports online through BJA's online Performance Measurement Tool (PMT) and Grants Management System (GMS) as applicable.

B. Fringe Benefits

Name *List each grant-supported position receiving fringe benefits.*	Computation *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
PREA Manager	$37,231.00	51.45%	$19,157	$9,579	$9,578
PREA Coordinator	$37,062.00	65.51%	$24,281	$12,140	$12,141
		Total(s)	**$43,438**	**$21,719**	**$21,719**

Narrative

Fringe Benefits includes Family Health Insurance, Annual/Sick Leave or Paid Time Off, Accidental Death and Dismemberment Coverage, Life Insurance, State Pension Contribution, FICA, Medicare.

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

C. Travel										
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
							Total(s)	**$0**	**$0**	**$0**
Narrative										
NONE										

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

D. Equipment					
Item *List and describe each item of equipment that will be purchased*	**Computation** *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
		Total(s)	**$0**	**$0**	**$0**

Narrative	
NONE	

BUDGET DETAIL WORKSHEET

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

E. Supplies					
Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
		Total(s)	**$0**	**$0**	**$0**

Narrative	
NONE	

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

F. Construction						
Purpose *Provide the purpose of the construction*	**Description of Work** *Describe the construction project(s)*	**Computation** *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			Total(s)	**$0**	**$0**	**$0**
Narrative						
NONE						

G. Subawards (Subgrants)

Description	Purpose	Consultant?			
Provide a description of the activities to be carried out by subrecipients.	*Describe the purpose of the subaward (subgrant)*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	**Non-Federal Contribution**	**Federal Request**
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
			Cost	**Duration or Distance**	**# of Staff**	**Total Cost**	**Non-Federal Contribution**	**Federal Request**
					Total	$0	$0	$0

Narrative

NONE

H. Procurement Contracts

Description	Purpose	Consultant?	

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*	

		Total Cost	***Non-Federal Contribution***	***Federal Request***	
	Total(s)	**$0**	**$0**	**$0**	

Consultant Travel (if necessary)

Purpose of Travel	**Location**	**Type of Expense**	**Computation**					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
	Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***		
Total	$0	$0	$0					

Narrative	

NONE

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*						
	Quantity	***Basis***	***Cost***	***Length of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
				Total(s)	**$0**	**$0**	**$0**

Narrative

NONE

BUDGET DETAIL WORKSHEET

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

J. Indirect Costs

Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
NONE			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

NONE

BUDGET DETAIL WORKSHEET

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		*Year 2 (if needed)*		*Year 3 (if needed)*		*Year 4 (if needed)*		*Year 5 (if needed)*		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$36,065	$36,065	$37,147	$37,147	$0	$0	$0	$0	$0	$0	$146,423
B. Fringe Benefits	$21,086	$21,086	$21,719	$21,719	$0	$0	$0	$0	$0	$0	$85,609
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$50,000	$50,000	$0	$0	$0	$0	$0	$0	$0	$0	$100,000
E. Supplies	$2,500	$2,500	$0	$0	$0	$0	$0	$0	$0	$0	$5,000
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
H. Procurement Contracts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
I. Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Direct Costs	$109,651	$109,651	$58,866	$58,866	$0	$0	$0	$0	$0	$0	$337,032
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$109,651	$109,651	$58,866	$58,866	$0	$0	$0	$0	$0	$0	$337,032
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

Escambia, County of
DUNS 075079673
Corrections Department

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:

- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:

- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

- [x] Prime
- [ ] SubAwardee

** Name:* Escambia County Board of County Commissioners

** Street 1:* 221 Palafox Place, Ste. 400 *Street 2:*

** City:* Pensacola *State:* FL: Florida *Zip:* 32502

Congressional District, if known: FL01

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

Department of Justice/B.J.A.

7. * Federal Program Name/Description:

PREA Program: Strategic Support for PREA Implementation

CFDA Number, *if applicable:* 16.735

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* N/A *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* N/A *Street 2:*

** City:* N/A *State:* *Zip:*

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* N/A *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* N/A *Street 2:*

** City:* NA/ *State:* *Zip:*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix:* Mr. ** First Name:* Lumon *Middle Name:* J.

** Last Name:* May *Suffix:*

Title: Chairman **Telephone No.:** 8505954930 **Date:** Completed on submission to Grants.gov

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329
Expiration Date: 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: Escambia County Board of County Commissioners

Street1: 221 Palafox Place, Ste. 400

Street2:

City: Pensacola

State: FL: Florida

Zip Code: 32502

2. Authorized Representative's Name and Title:

Prefix:	First Name:	Middle Name:
Mr.	Lumon	J.

Last Name: May

Suffix:

Title: Chairman

3. Phone: 8505954930

4. Fax:

5. Email: district3@myescambia.com

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1821	596000598	0750796730000

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes" skip to Questions 9. b) and 9. c).

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329
Expiration Date: 11/30/2020

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☐ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What an Application Should Include" in the OJB solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For the purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
☐ Financial Statement Audit
☐ Defense Contract Agency Audit (DCAA)
☐ Other Audit & Agency (list type of audit):

☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Warren Averett CPAs and Advisors

AUDITOR'S OPINION:

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 0

Enter the dollar amount of questioned costs (if none, enter "$0"): 0.00

Were material weaknesses noted in either the report or opinion? ☐ Yes ☒ No

13. Which of the following best describes your accounting system:

☐ Manual ☒ Automated ☐ Combination of Manual and Automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure
17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is the applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds: (1) a description of the property; (2) an identification number; (3) the source of the funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for an analysis of lease and purchase alternatives; and (3) set out a process for soliciting goods and services and (4) include standards of conduct the address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement polices and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? (b) adhere to the Federal Travel Regulation? (FTR)	☒ Yes ☐ No ☒ Yes ☐ No

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329
Expiration Date: 11/30/2020

SUBRECIPIENT MANAGEMENT AND MONITORING

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual who is suspended or debarred from such subawards?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:
Phone:
Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR") or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Lumon J. May

Date: 05/16/2019

Title: ☐ Executive Director ☐ Chief Financial Officer ☒ Chairman
☐ Other:

Phone: 8505954930

Other Attachment File(s)

*** Mandatory Other Attachment Filename:** 9b_Executive_level_support_letter_Chair.pdf

Add Mandatory Other Attachment | Delete Mandatory Other Attachment | View Mandatory Other Attachment

To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment | Delete Optional Other Attachment | View Optional Other Attachment

May 16, 2019

Bureau of Justice Assistance
BJA-2019-15327
810 Seventh Street NW
Washington, D.C. 20531

To whom it may concern:

Please accept this letter as Escambia County's full commitment to the Escambia County Corrections Department's (Department) effort to secure the FY 2019 PREA Standards, Protecting Inmates, and Safeguarding Communities Grant.

Through the Prison Rape Elimination Act (PREA) and the National PREA Standard, the grant award will allow the Department to pursue and improve the overall safety of facilities for inmates, residents, detainees, and staff. In addition, expanding the Department's implementation of PREA Standards within Escambia Jail will support DOJ's critical goals of reducing crime, enhancing public safety, and providing vital services to crime victims. Most notably the grant award will increase the Department's capacity to prevent, detect, and respond to sexual abuse in the Escambia Jail.

Escambia County is hopeful that the Bureau of Justice Assistance will look favorably upon our support of the Department which will consequently enhance the quality of correctional services to the offenders and community we serve.

Sincerely,

Lumon J. May
Chairman

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248288031
Mar. 16, 2018 LTR 4076C 0
59-6000598 000000 00
00014653
BODC: TE

COUNTY OF ESCAMBIA
BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 130
PENSACOLA FL 32502

22377

Federal Identification Number: 59-6000598
Person to Contact: Customer Service
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS
Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)
An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS
An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

0248288031
Mar. 16, 2018 LTR 4076C 0
59-6000598 000000 00
00014654

COUNTY OF ESCAMBIA
BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 130
PENSACOLA FL 32502

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c))(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2018 MAR 19 P 2:09

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

022377.836167.516824.21242 1 MB 0.424 530

COUNTY OF ESCAMBIA
BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 130
PENSACOLA FL 32502

022377

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

Use for payments

0248288031

Letter Number: LTR4076C
Letter Date : 2018-03-16
Tax Period : 000000

BODCD-TE

596000598

COUNTY OF ESCAMBIA
BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 130
PENSACOLA FL 32502

INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0038

596000598 NJ COUN 00 2 000000 670 00000000000

ADDITIONAL ATTACHMENT

(a.) TIMELINE/PROJECT PLAN

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

Timeline

Major Objectives/Deliverables	Responsible Party	Completion Date
Grant Award	*DOJ/BJA*	*October 1, 2019*
Objectives		
1. Reduce sexual abuse in confinement facilities.	ALL Corrections Staff	January 1, 2021
2. Increase staff capacity for preventing sexual abuse in confinement facilities.	Escambia County BCC/ Corrections Chief	October 1, 2020
3. Promote integration of the PREA standards into the day-to-day operations and cultures of confinement facilities.	PREA Coordinator	December 1, 2020
4. Identify and document innovations and promising practices in order to inform similar efforts across the nation.	Corrections Chief/ PREA Coordinator	August 31, 2021
5. Create cultures of "zero tolerance" for sexual abuse in confinement facilities	Corrections Chief/ PREA Coordinator	December 31, 2020
Deliverables		
1. A comprehensive, individualized PREA implementation plan that will guide the grantee's PREA-related activities.	TTA Team/ Corrections Leadership Staff	April 1, 2020
2. Agency- and facility-specific PREA implementation strategies.	TTA Team/ Corrections Leadership Staff	May 10, 2020
3. A sustainability plan, developed in conjunction with the TTA lead/coach.	Corrections Chief/ Finance Manager/ Grant Administrator	January 31, 2021
4. Documentation of innovative and promising work accomplished during the grant period.	PREA Coordinator	October 1, 2021

ADDITIONAL ATTACHMENT

(c.) POSITION DESCRIPTIONS

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

PREA MANAGER

JOB DESCRIPTION:

The primary role of the PREA Manager involves oversight of implementation of PREA and related compliance initiatives. This position will develop training, draft policy and procedures as well as provide expertise and training for policies and procedures regarding PREA. This position is required to meet and be responsive with stakeholders ensuring the structure of the program meets required timelines and inmates' rights are adhered to. In addition, the incumbent will create strategic plans and goals that meet the department initiatives and ensure compliance with department policy, state and federal laws as well as professional standards. The PREA Manager will be cross trained in other areas of compliance and may be used at the direction of the Chief Correctional Officer.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of the Prison Rape Elimination Act (PREA), policy formation, implementation and evaluation strategies, issues and services.

Knowledge of Florida criminal code.

Knowledge of organizational, functional, and operational systems within a correctional environment.

Knowledge of professional standards and standards compliance.

Knowledge of State and Federal sexual assault requirements and laws.

Knowledge of social service agencies.

ADDITIONAL ATTACHMENT

(c.) POSITION DESCRIPTIONS

Knowledge of criminal investigatory practices.

Knowledge of statistical research in evidence-based practice.

Ability to establish productive and collaborative work groups and relationships.

Ability to research and to develop correctional policies and strategies.

Ability to review, evaluate, and integrate PREA issues and initiatives.

Ability to articulate complex ideas, clearly and concisely.

Ability to identify and implement industry best practices and audit for compliance.

Ability to design, access, coordinate, identify and deliver training opportunities.

Assists in the development of the agency plan for PREA implementation.

Educates themselves about PREA and serves as the lead source for understanding PREA in the agency.

Heads the team for policy review, analysis, and revisions.

Works with training staff to develop education and training for staff, inmates, contractors, and volunteers.

Coordinates with outside entities, such as victim advocates, sexual assault nurse examiners (SANE), medical and mental health providers, investigating agencies or bodies, prosecutors, and others as needed.

Keeps up to date with all new information concerning PREA standards.

Seeks, evaluates, and uses resources to ensure compliance. Ensures that staff understand their duties and responsibilities.

Implements training requirements, new policies, and operational procedures and practices.

Maintains documentation as required by the standards.

Manages by “walking around” to be available for questions and assistance.

Works with the auditor and prepares for an audit.

Maintains close contact with leadership concerning progress to ensure PREA compliance.

Models the behavior and integrity that demonstrate agency commitment to zero tolerance.

Observes operations in the agency and identifies gaps in achieving PREA compliance.

Conducts agency/facility assessments to evaluate compliance with standards.

Is the main point of contact for the agency, both internally and externally, for all things PREA.

Supervises and coordinates with PREA Coordinator.

MINIMUM QUALIFICATIONS

A Bachelor s Degree in assigned area and four (4) years of related work experience. Equivalent related experience may be substituted for education on a year-for-year basis.

Preference will be given to candidates who possess the following:

Correctional experience to include experience with interpretation of professional standards, professional standard compliance, and monitoring/inspection correctional programs.

ADDITIONAL ATTACHMENT

(c.) POSITION DESCRIPTIONS

PREA COORDINATOR

JOB DESCRIPTION:

The primary role of the PREA Coordinator involves auditing, researching, developing, and establishing the goals, objectives, and mandates to implement PREA and related compliance initiatives. The position will serve as liaison between this department and other state, county, and federal offices. This position will coordinate efforts to develop training and assist with drafting policy and procedures regarding PREA. This position is required to meet and be responsive with stakeholders ensuring the structure of the program meets required timelines and inmates' rights are adhered to. The PREA Coordinator will be cross trained in other areas of compliance and may be used at the direction of the Chief Correctional Officer.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of the Prison Rape Elimination Act (PREA), policy formation, implementation and evaluation strategies, issues and services.

Knowledge of Florida criminal code.

Knowledge of organizational, functional, and operational systems within a correctional environment.

Knowledge of professional standards and standards compliance.

Knowledge of State and Federal sexual assault requirements and laws.

Knowledge of social service agencies.

Knowledge of criminal investigatory practices.

Knowledge of statistical research in evidence-based practice.

Ability to establish productive and collaborative work groups and relationships.

Ability to review, evaluate, and integrate PREA issues and initiatives.

Ability to articulate complex ideas, clearly and concisely.

Ability to coordinate and identify training opportunities.

MINIMUM QUALIFICATIONS

A Bachelor s Degree in assigned area and four (4) years of related work experience. Equivalent related experience may be substituted for education on a year-for-year basis.

Preference will be given to candidates who possess the following:

Correctional experience to include experience with interpretation of professional standards, professional standard compliance, and monitoring/inspection correctional programs.

ADDITIONAL ATTACHMENT

(d.) APPLICANT DISCLOSURE OF PENDING APPLICATIONS

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

Escambia County Board of County Commissioners does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

ADDITIONAL ATTACHMENT

(d.) APPLICANT DISCLOSURE OF PENDING APPLICATIONS

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

Escambia County Board of County Commissioners does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

ADDITIONAL ATTACHMENT

(e.) RESEARCH AND EVALUATION INDEPENDENCE AND INTEGRITY

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

Escambia County Board of County Commissioners will not propose a research (including research and development) and/or evaluation application for subject solicitation.

Project Abstract

The Project Abstract must not exceed one page and must contain a summary of the proposed activity suitable for dissemination to the public. It should be a self-contained description of the project and should contain a statement of objectives and methods to be employed. It should be informative to other persons working in the same or related fields and insofar as possible understandable to a technically literate lay reader. This Abstract must not include any proprietary/confidential information.

* Please click the add attachment button to complete this entry.

Add Attachment | Delete Attachment | View Attachment

Project_Abstract.pdf

PROJECT ABSTRACT

Legal Name: **County of Escambia Board of County Commissioners (59-6000598)**
Project Title: **Implementing PREA Standards of Protecting Inmates, and Safeguarding Communities at the Escambia County Corrections Facilities**
Competition ID: BJA-2019-15327

Program Objectives

- To reduce sexual abuse in confinement facilities Escambia County Corrections (ECC) intends to utilize PREA Training and Technical Assistance staff (TTA) designated by the Bureau of Justice Assistance (BJA) grant award to review current PREA compliance and to establish a comprehensive PREA policy that will be compliant for implementation. PREA standards will be integrated into existing training, screening, emergency response, investigation, and health care procedures.
- As increasing staff capacity is significant in preventing sexual abuse in confinement areas, ECC initially intends to develop a strong PREA compliant staffing plan with the TTA.
- PREA integration is currently promoted through training of all corrections staff members at hire and every two years. Zero-tolerance regarding sexual abuse, sexual battery, staff sexual misconduct, and sexual harassment are stressed. To shape the day-to-day operations and culture of ECC's confinement facilities, the TTA will be utilized to evaluate existing department PREA training procedures for improvements and suggestions.
- ECC is committed to changing the institutional culture by overcoming resistance to change among corrections staff and inmates. The PREA Coordinator established in the compliant staffing plan will identify and research innovate and promising practices to develop a departmentwide strategy. Inmate education as well as investigation, prosecution, victim services, and accurate documentation of sexual assaults will be exercised.
- The Corrections Chief is committed to sexual abuse prevention, strong response policies and procedures. This message is communicated through the ranks. The culture of "zero tolerance" will be presented through the active involvement of the Chief, PREA Manager, and PREA Coordinator.

Program Deliverables

- Site specific PREA implementation plan finalized with BJA and a TTA lead/coach within in 6 months of budget approval.
- ECC will actively monitor and document progress of PREA implementation strategies to define progress in preventing, detecting, and responding to sexual abuse.
- A sustainability plan developed to incorporate into future years budget planning.
- ECC will document innovative and promising work accomplished utilizing the PREA implementation plan.

Priority Considerations

ECC has identified the day-to-day operation and culture of confinement facilities as a priority consideration. Due to limited resources for capital improvements of aging facilities and staffing, day-to-day PREA compliance and culture is challenging.

Project Narrative File(s)

*** Mandatory Project Narrative File Filename:** Program_Narrative FINAL.pdf

Add Mandatory Project Narrative File | Delete Mandatory Project Narrative File | View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File | Delete Optional Project Narrative File | View Optional Project Narrative File

PROGRAM NARRATIVE

Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities
FY 2019 Competitive Grant
Competition ID BJA-2019-15327

APPLICANT BACKGROUND

Escambia County is the western-most county in the state of Florida. Situated in Northwest Florida on the tip of the Florida Panhandle, Escambia County covers 662 square miles of land and 213 square miles of water. The county is bordered on the west and north by the state of Alabama on the east by Santa Rosa County and the south by the Gulf of Mexico. Escambia County Corrections is responsible for processing and housing all persons arrested out of Escambia County's over 318,000 residents. Escambia County Corrections and its team of correctional officers and support personnel are responsible for the care, custody and control of over 1,600 inmates. In consideration of the FY 2019 PREA grant focus areas will be inmates housed at three corrections locations:

- Main Jail, 2935 North "L" Street, Pensacola
- Road Prison, 601 Highway 297-A, Cantonment
- Work Release Facility, 1211 W. Fairfield Drive, Pensacola

The majority of inmates are awaiting trial on charges ranging from violation of probation to murder. Annually, Escambia County Corrections books and releases over 17,000 inmates.
On October 1st, 2013 The Escambia County Board of County Commissioners (BCC) assumed responsibility for the Jail operations previously operated under the Escambia County Sheriff's Office (ECSO) and placed them under the supervision of the Escambia County Corrections Department. Prior to October 1, 2013 Escambia County Corrections consisted of Community Corrections and the Road Prison. The change added the County Jail, Booking & Transportation,

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and the Video Visitation Facility previously under the direction of the ECSO to the BCC Escambia County Corrections area of responsibility. The leadership in place is committed to enhancing the professionalism of the Escambia County Corrections through efficient and effective use of resources.

Main Jail

The Main Jail is managed by a Commander and assisted by a Captain. The Main Jail has two facilities totaling approximately 217,015 SF. Phase I was completed in 1982 and Phase II was completed in 1984. Renovations have been completed several times over the years with the most recent in 2003. The Main Jail is a traditional podular design facility. Within the facility are 862 beds, of which 36 are designated as infirmary, 62 as special housing, and 84 as administrative/disciplinary confinement. PREA standards are being focused on the Main Jail due to the outdated construction that was in place prior to the PREA Act.

Road Prison

The Road Prison is managed by a Commander and Captain. Shifts A, B, C and D are responsible for care, custody, and control of inmates and activities of inmate crews working on a variety of maintenance, operations, farming, and construction projects. The building housing inmates was constructed in 1970 is approximately 10,000 SF. There are 256 beds within the facility. PREA standards are being focused on the Road Prison facility due to the outdated construction that was in place prior to the PREA Act.

Currently under construction is a state-of-the-art 300,000 SF, three-story detention facility adjacent to the Main Jail. The new facility is scheduled for completion in early 2020 and will house 720 inmates. The Main Jail will remain in service while the new jail will assist in alleviating the overcrowding experienced at the Main Jail.

The new jail construction will incorporate National PREA Standards upon completion. This will allow for the FY 2020-21 Implementing PREA Standards, Protecting Inmates, and Safeguarding Communities Grant to be exclusively utilized for improvements at the aging Main Jail and Road Prison.

Booking & Transportation

The Booking & Transportation Section is supervised by a 1st Lieutenant. Booking & Transportation includes: Booking Shifts A, B, C and D; Court Services; Transportation; Inmate Property; Classification; and Inmate Records.

Video Visitation Facility

The Video Visitation Facility Section is supervised by a 1st Lieutenant.

Specialized Units

- The Central Services Unit, Training Unit, Accreditation, Public, Records Unit, and Contract Services Unit report directly to the Captain.
- The Support Operation is supervised by a Lieutenant. This unit includes: Video Visitation, Custodial Services, Laundry, and Warehouse & Supplies.
- The Health Services Unit is managed by a Health Services Administrator. This unit is responsible for providing health care services to inmates.
- The Training Unit is supervised by a Sergeant. This unit is responsible for providing or arranging training for Escambia County Corrections employees.
- The Accreditation Unit is supervised by an Accreditation Lieutenant and Assistant Accreditation Sergeant. This unit is responsible for managing the accreditation program and scheduling required annual inspections.
- The Public Records Unit is supervised by Records Supervisor. This unit is responsible for receiving and processing requests for records.
- Two areas are facilitated by private companies: Food Services and Commissary contracted to Aramark.

MISSION STATEMENT

We are a dedicated team of professionals, devoted to the protection of the public by maintaining a balanced, safe and secure correctional system of institutional and community programs. Collectively, we provide an environment for criminal offenders to maximize opportunities through accountability, treatment, education, and positive reinforcement within a safe, secure and fair atmosphere.

ACCREDITATIONS

An accreditation program has long been recognized as a means of maintaining the highest standards of professionalism. Accreditation is the certification by an independent reviewing authority that an entity has met specific requirements and prescribed standards. Escambia County Corrections is proud to have achieved and maintained both state and national accreditation standards.

Florida Corrections Accreditation Commission

Accredited in 2003, Reaccredited in 2006, 2009, 2013, 2016, 2019.

Awarded the Excelsior Agency designation during 2019 reaccreditation.

National Commission on Correctional Health Care

Accredited in 2003, Reaccredited in 2006, 2010, 2013, and 2016 (2019 reaccreditation anticipated in June 2019).

Florida Model Jail Inspection and Florida Model Jail Medical Inspection (Road Prison)

Achieved by the Road Prison in 2018.

DESCRIPTION OF THE ISSUE

Due to overcrowding and outdated correctional facility design at the Main Jail it is evident that PREA standards are not being met to its full intended scope. Escambia County Corrections has endeavored to actively make changes in response to PREA guidelines within the confines of budgetary and infrastructure restrictions. Escambia County Corrections by employing the FY 2019 Implementing PREA Standards, Protecting Inmates, and Safeguarding Communities Grant (Category 2, Competition ID BJA-

2019-15327) intends to uphold a PREA implementation plan with BJA training and technical assistance (TTA) through agency/staff buy-in, staffing plans to reduce sexual abuse, agency training to achieve PREA standards, identify and remedy vulnerable areas of the Main Jail and implement strategies to better protect inmates and staff.

Escambia County Corrections will focus on four activities for the proposed implementation plan:

1. Strategies to promote and institutionalize agency and facility staff buy-in for new policies, procedures, and practices that address sexual abuse.
2. Facility-specific staffing plans to reduce the likelihood of sexual abuse that result from examining current staffing levels and patterns, the sizes and compositions of inmate/resident/detainee populations, and the physical layouts of facilities.
3. Agency/facility staff training on preventing, detecting, and responding to sexual abuse, and building skills necessary to achieve PREA implementation.
4. Analyses of confinement facility blueprints to identify vulnerable areas and implement strategies, which implement technology such as concealed video, alterations to facility layouts, and data analysis, in order to better protect inmates/residents/detainees, and staff.

PROJECT DESIGN AND IMPLEMENTATION

Program Objectives

1. Reduce sexual abuse in confinement facilities.

Escambia County Corrections intends to utilize TTA assistance to review current PREA compliance to establish a comprehensive PREA policy that is fully compliant for implementation. Escambia County Corrections will strive to integrate PREA into existing training, screening, emergency response, investigation, and health care procedures.

2. Increase staff capacity for preventing sexual abuse in confinement facilities.

Initially, Escambia County Corrections intends to develop a vigorous PREA compliant staffing plan with TTA assistance along with a cross-section of facility personnel and other stakeholders including a PREA Coordinator.

3. Promote integration of the PREA standards into the day-to-day operations and cultures of confinement facilities.

All staff (including medical healthcare practitioners, investigators, and those that work with inmates regularly) are thoroughly trained and informed regarding Escambia County Correction's zero-tolerance policy on sexual abuse, sexual battery, staff sexual misconduct, and sexual harassment at hire and at least every two (2) years. With grant award, Escambia County Corrections will utilize the TTA team to review current PREA training procedures for improvements and suggestions on how to execute the training.

4. Identify and document innovations and promising practices in order to inform similar efforts across the nation.

Escambia County Corrections is committed to changing the institutional culture, overcome resistance to change among corrections staff, corrections officers, as well as inmates. The PREA Coordinator will identify and research innovate and promising practices to develop a departmentwide strategy with specific policies and programs for inmate education as well as investigation, prosecution, provision of victim services, and accurate documentation of sexual assaults.

5. Create cultures of "zero tolerance" for sexual abuse in confinement facilities.

The Corrections Chief is committed to sexual abuse prevention, strong response policies and procedures and communicates this message through the ranks. Escambia County Corrections

intends to designate a high-ranking staff member to manage the agency's PREA efforts with a direct line of communication to the Corrections Chief. The designated PREA manager will assign the role of PREA Coordinator to an individual that will spend a majority of the time on PREA tasks. The PREA Coordinator will direct all jail facilities to achieve compliance with PREA standards. The PREA Coordinator will be responsible for the compilation and reporting of data related to PREA.

Program Deliverables

1. A comprehensive, individualized PREA implementation plan that will guide the grantee's PREA-related activities.

During the first six months of grant award and budget approval, a site specific PREA implementation plan will be finalized by means of consultation with BJA and a TTA lead/coach. A PREA planning committee will be organized to review and revise policies including outside partners. The collaborative effort would include hospitals, community-based sexual abuse advocates in addition to internal key agency team members. Key team members from Escambia County Corrections including the Corrections Chief, PREA Coordinator, Main Jail Commander and Captain, Road Prison Commander and Captain, and various division managers of the jail. The agency recognizes that collaborating and making connections with community service providers are critical components of any PREA implementation plan.

2. Agency- and facility-specific PREA implementation strategies designed to generate progress in preventing, detecting, and responding to sexual abuse, and in complying with the PREA standards.

By February 10, 2020 the PREA implementation strategies will have been comprehensively categorized by TTA and lead correctional staff members. The strategies will specifically address

the prevention, detection, and response to sexual abuse to be compliant with PREA. The PREA Coordinator will monitor and document progress of implementation strategies.

3. A sustainability plan, developed in conjunction with the TTA lead/coach, which ensures that the BJA-funded PREA strategies and activities continue after the grant period ends.

The anticipated grant period ends October 1, 2021. A sustainability plan will be developed and presented to the Corrections Chief, Financial Manager, and Grant Administrator. These staff members will analyze the sustainability plan and determine if it is feasible to incorporate into future years budget planning.

4. Documentation, developed in conjunction with the TTA lead/coach, of innovative and promising work accomplished during the grant period.

As the PREA implementation plan progresses at Escambia County Corrections, the PREA Coordinator will document the innovate and promising work accomplished utilizing the PREA implementation plan. This work will be available to BJA as requested and will be presented in a professional manner.

Priority Considerations

1. Target one or more PREA standards that applicants have found to be particularly challenging to implement.

Promoting integration of PREA standards into the day-to-day operations and cultures of confinement facilities is targeted for Escambia's Main Jail and Road Prison facilities. The day-to-day operational challenge is attributable to outdated architectural design which is problematic relative to achieving PREA standards. The additional challenge is changing correctional culture, lack of resources, and unintended consequences of using classification systems to identify victims and perpetrators. With grant funding and strategic support from the designated TTA,

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Escambia intends to collaboratively seek ways to increase PREA compliance with limited resources for capital improvements and staffing.

Timeline

Major Objectives/Deliverables	Responsible Party	Completion Date
Grant Award	*DOJ/BJA*	*October 1, 2019*
Objectives		
1. Reduce sexual abuse in confinement facilities.	ALL Corrections Staff	January 1, 2021
2. Increase staff capacity for preventing sexual abuse in confinement facilities.	Escambia County BCC/ Corrections Chief	October 1, 2020
3. Promote integration of the PREA standards into the day-to-day operations and cultures of confinement facilities.	PREA Coordinator	December 1, 2020
4. Identify and document innovations and promising practices in order to inform similar efforts across the nation.	Corrections Chief/ PREA Coordinator	August 31, 2021
5. Create cultures of "zero tolerance" for sexual abuse in confinement facilities	Corrections Chief/ PREA Coordinator	December 31, 2020
Deliverables		
1. A comprehensive, individualized PREA implementation plan that will guide the grantee's PREA-related activities.	TTA Team/ Corrections Leadership Staff	April 1, 2020
2. Agency- and facility-specific PREA implementation strategies.	TTA Team/ Corrections Leadership Staff	May 10, 2020
3. A sustainability plan, developed in conjunction with the TTA lead/coach.	Corrections Chief/ Finance Manager/ Grant Administrator	January 31, 2021
4. Documentation of innovative and promising work accomplished during the grant period.	PREA Coordinator	October 1, 2021

PREVIEW Date: Apr 24, 2019 Workspace ID: WS00284302 Funding Opportunity Number: BJA-2019-15245

CAPABILITIES AND COMPETENCIES

As outlined in PROJECT DESIGN AND IMPLEMENTATION, the Corrections Chief is committed to sexual abuse prevention, strong response policies and procedures and communicates this message through the ranks. Escambia County Corrections will designate a high-ranking staff member to manage the agency's PREA efforts with a direct line of communication to the Corrections Chief. This staff member will be selected among existing corrections staff leadership that possess the institutional knowledge that is desirable for and endeavor of this magnitude. The designated PREA manager will assign the role of PREA Coordinator to an individual that will spend a majority of the time on PREA tasks. The PREA Coordinator will be the most qualified individual that will have the ability to strategically coordinate the agency's PREA efforts. Escambia County Corrections is continually seeking and hiring corrections officers. The PREA Coordinator may be selected from the pool of applicants or from existing staff. The PREA Coordinator will direct all jail facilities to achieve compliance with PREA standards. The PREA Coordinator will be responsible for the compilation and reporting of data related to PREA.
The existing management structure and staffing has the ability to facilitate and achieve designated project goals and complete project deliverables. The Corrections Chief is committed to achieve PREA standards through a solid implementation plan. In addition, the Financial Manager and Grant Administrator are permanent administrative staff members that will be available to address day-to-day activities while the PREA Manager and Coordinator will be fully immersed in the project.

PERFORMANCE MEASURES DATA COLLECTION

Regular performance data will be collected by the agency's PREA Coordinator utilizing a case management system and spreadsheets that will demonstrate the results of the work carried out

under the award. The performance data will directly relate to the (5) program objectives and (4) program deliverables identified in the FY 2019 PREA Competitive Grant Announcement and as demonstrated in the agency Narrative document. The collection of data will allow the agency to assess whether the correct processes are being performed and if the desired outcomes are being achieved. The agency is dedicated to collect meaningful data to display how the grant is progressing and to ensure goals and objectives are being met. The data collected by the PREA Coordinator will be provided to the Grant Administrator who will be responsible in submitting the required quarterly performance reports through BJA's online Performance Measurement Tool (PMT) utilizing quantitative and qualitative responses as applicable. Every (3) months the Grant Administrator will submit the necessary quantitative data and biannually submit a narrative progress report through the Grants Management System (GMS). At the conclusion of the project a Final Report will be generated and submitted in GMS.

PREVIEW Date: Apr 24, 2019 Workspace ID: WS00284302 Funding Opportunity Number: BJA-2019-15245

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16100 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Florida Department of Law Enforcement Justice Assistance Grant (JAG) Acceptance for the Jail Alternative Initiative
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Florida Department of Law Enforcement Justice Assistance Grant (JAG) Countywide Program Subgrant in the Amount of $30,000, for the Fiscal Year 2017-2018 Jail Alternative Initiative Project - William R. Powell, Director of Corrections

That the Board take the following action concerning the Justice Assistance Grant for the Fiscal Year 2017-2018 Jail Alternative Initiative project:

A. Approve the acceptance of the Justice Assistance Grant (JAG) Countywide Program subgrant award in the amount of $30,000, related to the Fiscal Year 2017-2018 Jail Alternative Initiative project;

B. Authorize the Chairman to sign the Certificate of Acceptance; and

C. Authorize the Chairman, as the County's authorized official, to execute any Amendments or other related documents as may be required for the Jail Alternative Initiative project.

BACKGROUND:

As authorized by the Board on October 18, 2018, the Escambia County Corrections Department completed the Application for Funding Assistance related to the Justice Assistance Grant for the Jail Alternative Initiative. This $30,000 grant will be utilized to ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative electronic monitoring or drug patch programs offered by the County. This grant will provide the needed funding to offset the costs associated with providing these

services to indigent offenders. The funding will be utilized to reimburse the department for a portion of the expenses that were incurred during FY17-18. The $30,000 allocated to this project will cover GPS/SCRAM services that were provided to appoximately 200 participants over a seven-week period. The total number of monitored days covered by the allocated funding was in excess of 8,200.

BUDGETARY IMPACT:

These grant funds are designed as a reimbursement program. There is no local match requirement. Administration fees are not specifically designated as eligible under this grant. The reimbursement funds will be identified in Fund 114, Revenue Account 331241.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the award acceptance documentation and approved it as to form and legal sufficiency.

PERSONNEL:

The Corrections Department staff will manage and implement the grant project.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation complies with all provisions of the the Board of County Commissioners' Grant Policy.

IMPLEMENTATION/COORDINATION:

Corrections Department Staff will administer the grant related project.

Attachments

BCC Action 10.18.2018
Certificate of Acceptance
FDLE Award Letter and Certificate of Subaward
Application for Funding Assistance

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

B. Authorize the Chairman to sign the referenced Agreement.

[Funding Source: Fund 001, General Fund, Cost Center 110201, Object Code 58208]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio: ▶	

7. Recommendation: That the Board take the following action concerning the Application for the Jail Alternative Initiative Project, in the amount of $30,000:

A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Justice Assistance Grant County-wide Program for the Jail Alternative Initiative project, in the amount of $30,000; and

B. Authorize the Chairman to sign the Application for Funding Assistance regarding the Jail Alternative Initiative project.

[Funding: This Grant does not require matching funds]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio: ▶	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14991 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/18/2018
Issue: Application for Funding Assistance for JAG County-wide Funds to Support The Jail Alternative Initiative Project For FY 2017-2018
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval: BS for JB

RECOMMENDATION:

Recommendation Concerning Approval of the Application for Funding Assistance Regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program to Support the Jail Alternative Initiative Project, in the Amount of $30,000 - William R. Powell, Director of Corrections

That the Board take the following action concerning the Application for the Jail Alternative Initiative Project, in the amount of $30,000:

A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program for the Jail Alternative Initiative project, in the amount of $30,000; and

B. Authorize the Chairman to sign the Application for Funding Assistance regarding the Jail Alternative Initiative project.

[Funding: This Grant does not require matching funds]

BACKGROUND:

This $30,000 grant will be utilized to ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative electronic monitoring programs or drug patch program offered by the County. Eligibility is only for offenders with no monetary bond requirement but a monitored GPS or SCRAM (secure continuous remote alcohol monitor) unit or a drug patch as a condition of release. This grant will provide the needed funding to offset the costs associated with providing these services to indigent offenders during fiscal year 2017-2018 (October 1, 2017 to September 30, 2018).

BUDGETARY IMPACT:

These grant funds are designed as a reimbursement program. There is no local match requirement. Administrative fees are not specifically designated as eligible under this grant. The reimbursement funds will be identified in Fund 114, Revenue Account 331241.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Application for Funding Assistance was reviewed by Kristin Hual, Assistant County Attorney, and deemed legally sufficient.

PERSONNEL:

The Corrections Department staff will submit the grant application along with the required supporting documentation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy section 11. A requires Board approval of grants.

IMPLEMENTATION/COORDINATION:

The Corrections Department staff will submit the grant application along with the required supporting documentation.

Attachments

Application for Funding Assistance-FDLE-JAG County-wide-Jail Alternative Initiative Project

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State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATE OF ACCEPTANCE

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2019-JAGC-ESCA-1-N2-072, in the amount of $30,000.00, for a project titled, JAIL ALTERNATIVE INITIATIVE , for the period of 10/01/2017 through 09/30/2019, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the subrecipient adhere to the following:

SUPPLANTING: Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds which have been appropriated or allocated for the same purpose. Federal funds may also not be used to replace state or local funds required by law. In accepting this award the subrecipient certifies that it will not or has not supplanted with federal funds for the approved project.

PROCUREMENT STANDARDS: The subrecipient certifies all procurement transactions will comply with the subrecipient's procurement policy provided the policy is compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-326. In the event the subrecipient's procurement policy does not comply with the OMB procurement requirements, the subrecipient ensures all grant-related procurements will be conducted in a manner consistent with the federal standards.

CONFLICT OF INTEREST: Decisions related to use these grant funds must be free from undisclosed personal or organizational conflicts of interest, both in fact and in appearance. The subrecipient certifies the unit of government below is compliant with OMB Uniform Requirements, 2 C.F.R. 200.112, regarding conflict of interest, and will notify FDLE's Office of Criminal Justice Grants, in writing, of any potential conflicts of interest in accordance with this agreement. The subrecipient also agrees to disclose in a timely manner, in writing, all violations of state or federal criminal law involving fraud, bribery, or gratuity violations.

8 U.S.C. 1373: The subrecipient certifies the unit of government below is in, and will maintain throughout the life of this subaward, compliance with the conditions outlined in the subaward Standard Conditions, Section VII Compliance with 8 U.S.C. 1373. The subrecipient also agrees to disclose in a timely manner, in writing, all violations of these conditions, and any credible evidence indicating a federally funded program or activity, at any tier, is subject to an "information communication restriction."

_____
(Signature of Subgrantee's Authorized Official)

Lumon J. May, Chairman
(Print Name and Title of Official)

Escambia County Board of Commissioners
(Name of Subgrantee)

_____
(Date of Acceptance)

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 04-30-2019

FDLE

Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

April 17, 2019

Honorable Lumon May
Chairman
Escambia County Board of Commissioners
221 Palafox Place
Suite 400
Pensacola, FL 32502-5827

Re: Contract No. 2019-JAGC-ESCA-1-N2-072

Dear Chairman May:

The Florida Department of Law Enforcement is pleased to award to the Escambia County Board of Commissioners a subgrant in the amount of $30,000.00 for the project titled JAIL ALTERNATIVE INITIATIVE . This subgrant is provided under the Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program and approved under Florida's state JAG award 2017-MU-BX-0187 from the United States Department of Justice (DOJ). These funds shall be used for the purpose(s) identified in the enclosed subaward agreement.

This subaward is subject to all administrative and financial requirements, including timely submission of all financial and performance reports and compliance with all standard conditions.

In order to meet the requirements of the Transparency Florida Act (215.985, F.S.), this agreement is provided to the Florida Accountability Contract Tracking System (FACTS). If this agreement contains confidential or exempt information not subject to disclosure under Chapter 119, F.S., please contact the Office of Criminal Justice Grants (OCJG) for guidance on requesting an exemption.

The enclosed Certificate of Acceptance is required to be completed and returned within thirty (30) calendar days from the date of award. Completion of the Certificate of Acceptance constitutes official acceptance of the subaward and all associated terms and conditions. The Department is unable to reimburse any project expenditures until this certificate is received.

We look forward to working with you on this project. Please contact your grant manager at (850) 617-1250 if you have any questions or if we can be of further assistance.

Sincerely,

FOR RKC

Rona Kay Cradit
Bureau Chief

RKC/rd

Enclosures

CERTIFICATE OF SUBAWARD

Subrecipient: Escambia County Board of Commissioners

Date of Award: 04/17/2019

Grant Period: From: 10/01/2017 TO: 09/30/2019

Project Title: JAIL ALTERNATIVE INITIATIVE

Grant Number: 2019-JAGC-ESCA-1-N2-072

Federal Funds: $30,000.00

Matching Funds: $0.00

Total Project Cost: $30,000.00

CFDA Number: 16.738

Federal Award Number: 2017-MU-BX-0187

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, and/or Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and provided to the Department upon request.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

Within thirty (30) days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award must be returned to the Department.

For RKC — 4/17/19

Authorized Official — Date
Rona Kay Cradit
Bureau Chief

( ) This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Escambia County Board of Commissioners
County: Escambia

Chief Official

Name: Lumon May
Title: Chairman
Address: 221 Palafox Place
Suite 400
City: Pensacola
State: FL **Zip:** 32502-5827
Phone: 850-595-4930 **Ext:**
Fax: 850-595-3944
Email: district3@myescambia.com

Chief Financial Officer

Name: Pam Childers
Title: Clerk of the Circuit Court and Comptroller
Address: 221 North Palafox Street
Suite 140
City: Pensacola
State: FL **Zip:** 32502-5827
Phone: 850-595-4830 **Ext:**
Fax:
Email: pchilders@EscambiaClerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Escambia County Department of Corrections
County: Escambia

Chief Official

Name: William Powell
Title: Chief Corrections Officer
Address: 2251 North Palafox
City: Pensacola
State: FL **Zip:** 32501-1722
Phone: 850-595-3114 **Ext:**
Fax:
Email: wrpowell@myescambia.com

Project Director

Name: Whitney Lucas
Title: Corrections Financial Manager
Address: 2251 North Palafox Street
City: Pensacola
State: FL **Zip:** 32501-1722
Phone: 850-417-4479 **Ext:**
Fax:
Email: wclucas@myescambia.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: JAIL ALTERNATIVE INITIATIVE
Subgrant Recipient: Escambia County Board of Commissioners
Implementing Agency: Escambia County Department of Corrections
Project Start Date: 10/1/2017 **End Date:** 9/30/2019

Problem Identification

This is a continuation JAGC program grant for contractual services from 2017-JAGC-ESCA-1-F9-140. This grant was awarded for the project period 10/1/16-9/30/17 in the amount of $50,000. During the course of the grant period all funding was expended and the program has been deemed a success. In the 4th quarter of this grant the Escambia County Department of Corrections was able to successfully monitor 280 participants, this effort reduced the total number of incarcerated offenders.

Escambia County is consistently experiencing overcrowding at the existing correctional facility the Escambia County Jail in Pensacola, Florida. In an effort to mitigate overcrowding, Escambia County advocates for providing alternatives to incarceration in the form of alternative programs and/or monitoring. Offenders frequently are unable to participate in alternative programs due to their inability to pay the fees associated with these programs. These fees are necessary to cover the operating costs of the respective program and are the financial responsibility of the offender. For offenders that are determined to be indigent this provision of financial responsibility creates a barrier preventing offenders from participating in alternative programs. Offenders remain incarcerated even with the availability of alternative programs due to their inability to pay these fees which contributes to the incidence of overcrowding experienced at the Escambia County Jail. Indigent offenders find themselves at an immediate disadvantage compared to those with the financial means to pay the fees associated with release.

There are numerous offenders currently incarcerated with no monetary bond that have been granted release by a judge but remain incarcerated due to the inability to meet the financial obligations associated with the added condition of release. The added condition typically requires the offender to utilize electronic GPS monitoring, drug patches, or SCRAM (secure continuous remote alcohol monitor). Indigent offenders are forced to remain incarcerated simply because they cannot meet the financial obligations of the required tracking equipment and/or supervision. The offenders inability to take part in alternative programs translates into a host of other issues outside of overcrowding at the Escambia County Jail.

Incarcerated offenders are unable to reengage with their families and other vital support systems. The interaction with and support from family members has been shown to reduce offender recidivism. In addition, incarcerated offenders who cannot fulfill the financial obligations associated with court ordered monitoring and/or supervision are again at a disadvantage to their fee-paying counterparts as they are unable to retain or maintain gainful employment. Finally, it is important to note that every incarcerated offender not only adds to the overcrowding problem at the Escambia County Jail, it also results in increased operating costs that are passed along to the taxpayers of Escambia County.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Currently the budget for the Escambia County Board of commissioners does not have the resources to fund the Jail Alternative Initiative. Grant funding will provide the assistance necessary for this much needed enhancement.

Project Summary (Scope of Work)

The mission of the Escambia County Community Corrections Division is to provide community-based alternatives to incarceration that ensure public safety, promote responsible behavior and encourage positive lifestyles. When an offender is sentenced to a period of supervision via a community-based alternative to incarceration, the offender is required to pay the associated operational fees. These fees are necessary to maintain the viability of the various programs offered through Escambia County Community Corrections. For offenders who are deemed indigent by the Court and/or the Community Corrections staff, assistance with payment of these fees through the Edward Byrne Memorial Justice Assistance Grant is being sought. The grant will assist in ensuring the release of qualified low-level offenders from the Escambia County Jail. This would reflect a direct reduction in incarcerated offenders at the already overcrowded Escambia County Jail who will alternatively be placed in a supervised community-based program with assistance from the Edward Byrne Memorial Justice Assistance Grant.

The primary emphasis of the Jail Alternative Initiative is to ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative programs associated fees. The grant will be utilized to offset the cost for indigent offenders released from the Escambia County Jail with an Electronic GPS monitoring device, drug patch, or SCRAM (secure continuous remote alcohol monitor) condition accompanying their terms of release. The fundamental objective of the Jail Alternative Initiative is to provide community-based alternatives to indigent offenders who are incarcerated and have been court-ordered to be released under Community Corrections supervision. This program is not designed and will be prohibited from paying any court ordered bond requirements. Eligible offenders will have no bond requirement and as a condition of release will follow their court ordered provision of monitored GPS, drug patch, or SCRAM program. Providing for the indigent offender population will assist in alleviating the overcrowding at the Escambia County Jail while simultaneously providing indigent individuals the opportunity to participate in an alternative program they would not otherwise have access to.

Escambia County Department of Corrections has a goal to convert 9% of offenders with bonds less than $1,000 to GPS/SCRAM/Drug Patch monitoring as an alternative to jail confinement. The major activities associated with reaching the goals as outlined are the identification of candidates in the target population, registration of those candidates to GPS monitoring, followed by continued growth of the effectiveness of the program using factual data. The timeline for this grant equates to 60 offenders per year or approximately 5 offenders per month with the average length of the sentencing at 180 days.

Escambia County Community Corrections is contracting with Western States Contracting Association-National Association of Purchasing Officers (WSCA-BASPO) to provide indigent offenders with the court ordered tracking component required for their release. Grant funding would be used to remit payment for contractual obligations for approximately 444 offenders in our three (3) target groups: SCRAM; GPS Active; GPS Passive. The provider's minimum

performance required for payment by the County will be established and accounted for through the local subcontract agreement.

Documentation to support costs and activities will consist of a copy of the contractual agreement with the equipment provider, monthly logs with the name or identification number of each participant, the date of enrollment into the program and the date, time and duration of each monitoring appointment. Copies of invoices and payment records will also be provided to support expenditures for reimbursement.

The deliverable for this agreement is the quarterly performance of the tasks and activities described in the scope of work in accordance with the local agency agreement. The County will request reimbursement of allowable costs identified in Section 4, pages 1-2 on a quarterly basis.

All activities discussed in the scope of work or project deliverables are for the contractual services provided to the Escambia County Department of Corrections.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 80

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Escambia County

Question: What is the address of the location being used to provide services for this project?

Answer: 2251 North Palafox Street, Pensacola, Florida 32501

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee?
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: $1,000

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 297619

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 08 - Community corrections

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: None

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: N/A

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Goal: The overall goal is to reduce the total number of incarcerated offenders int he target population.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: The only possible barrier would be that of judicial indifference.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: The major activities associated with reaching the goals as outlined are the identification of candidates in the target population, matriculation of those candidates to GPS monitoring, followed by evolution of the effectiveness of the program using empirical criteria.

State Purpose Area: 5C - Consultants/Contracts

Objectives and Measures

Objective: Consultants/Contracts - Questions for all recipients using consultants/contracts.

Measure: Consultants1

Please describe what consultants/contracts will be paid for with JAG funds during the grant period. Include names, titles and areas of expertise where applicable.

Goal: Escambia County Community Corrections is currently utilizing the Western States Contracting Association-National Association of Purchasing Officers (WSCA-BASPO) cooperative purchasing agreement. The grant will be utilized to remit payment for GPS services in accordance with this agreement

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section #3 Performance

State Purpose Area: R25 - Questions for recipients of an award $25,000 or more.

Objectives and Measures

Objective: CC General - Community corrections questions for recipients of an award $25,000 or more.

Measure: CC01

How many supervisees does your agency currently have under supervision, regardless of JAG funding?

Goal: 3611

Measure: CC02

How many supervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 10

Measure: CC03

Of the supervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

Measure: CC04

How many nonsupervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 32

Measure: CC05

Of the nonsupervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

Objective: CC Project - Project specific community corrections questions for recipients of an award $25,000 or more.

Measure: CC06

Will you have a specific community corrections program which is partially or fully funded by JAG? If yes, what is the name of this program? (Programs are considered continuous initiatives, processes, or other focused efforts defined by goals and objectives.) If you are operating more than one program, include the names of each one.

Goal: Yes, the Jail Alternative Initiative will be fully funded by JAG.

Measure: CC07

If you will operate a community corrections program with JAG funds during the grant period, what percentage of the program's total costs will be paid for with sources other than this JAG award? If you operated more than one

Section 3: Performance

program, answer for each separately.

Goal: There is no other funding for the Jail Alternative Initiative.

Measure: CC08

If you will operate a community corrections program with JAG funds during the grant period, what was the initiation year of that program, regardless of when it received JAG funding? If you will operate more than one program, answer for each separately.

Goal: 2016

Measure: CC09

Are you or a partner planning or conducting an evaluation of your community corrections program? If you will operate more than one program, answer for each separately.

Goal: Yes

Measure: CC10

If you or a partner are planning or conducting an evaluation of your community corrections program, describe the current status of the evaluation, its purpose, who is conducting the evaluation and the evaluation results if applicable. If you will operate more than one program being evaluated, answer for each separately.

Goal: We will be performing internal evaluation that will be conducted by the Community Corrections Division Manager. It will assess the impact of the Jail Alternative Initiative on the jail population. The evaluation will not begin until the program commences.

Measure: CC11

If you will operate a community corrections program with JAG funds during the grant period, who is the target population. If you will operate more than one program, answer for each separately. Choose all that apply from the following list: All adult community supervisees, All juvenile community supervisees, Subset of adult community supervisees, Subset of juvenile community supervisees, Other (please describe).

Goal: Other, currently incarcerated inmates with bods of $1,000 or less.

Measure: CC12

What community corrections services will you provide during the grant period? If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Cognitive based, Educational, Employment, Healthcare/Medicaid eligibility, Housing, Mental Health, Pro-social, Substance abuse, Transportation, Vocational, Individualized case planning, Family engagement, Other (please describe).

Goal: Educational, employment, mental health, individualized case management and planning, and family engagement.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Measure: CC13

How many JAG-funded staff members are involved in the program? If you will operate more than one program, answer for each separately.

Goal: Zero, there are no JAG-funded staff members.

Measure: CC14

How many non JAG-funded staff members are involved in the program? If you will operate more than one program, answer for each separately.

Goal: There are 4 non JAG-funded staff members that are involved in the program.

Measure: CC15

When are candidates typically assessed/screened for eligibility for services, regardless of JAG funding? Choose from the following: Upon arrest/preadjudication, Within the first 6 weeks of sentencing, Within the first 6 months of sentence/time served, Post release, None of the above, Other (please describe).

Goal: Upon arrest/preadjudication.

Measure: CC16

Regardless of JAG funding, approximately how many candidates will be screened for eligibility for your community corrections program during the grant period? Candidates are those identified at the time of arrest or referred by criminal justice professionals but who may not necessarily be deemed eligible for participation. If you will operate more than one program, answer for each separately.

Goal: Approximately 444 candidates a year will be screened for eligibility related to the Jail Alternative Initiative.

Measure: CC17

Regardless of JAG funding, approximately how many new participants will receive services for the first time during the grant period? If you will operate more than one program, answer for each separately.

Goal: Without JAG funding zero new participants will be considered for the Jail Alternative Initiative.

Measure: CC18

Regardless of JAG funding, how many total participants are currently enrolled in your community corrections program? If you operated more than one program, answer for each separately.

Goal: 4,500

Measure: CC19

Regardless of JAG funding, approximately how many participants will successfully complete all corrections program requirements during the

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

grant period? If you will operate more than one program, answer for each separately.

Goal: Misdemeanor Probation-528 successful
Check Diversion-939 cases paid
Work Release-204 successful
Pre-Trial Release-1,360 successful
Pre-Trial Diversion-1,212 successful
Electronic Monitoring-389 successful
Community Service Work-626 successful

Measure: CC20

Regardless of JAG funding, approximately how many participants will not complete your community corrections program (unsuccessfully exited) for any reason during the grant period? If you will operate more than one program, answer for each separately.

Goal: Misdemeanor Probation-769 unsuccessful
Check Diversion-761 cases not paid
Work Release-90 unsuccessful
Pre-Trial Release-359 unsuccessful
Pre-Trial Diversion-809 unsuccessful
Electronic Monitoring-157 unsuccessful
Community Service Work-137 unsuccessful

Measure: CC21

Are you aware that you will be required to complete the community corrections questionnaire and submit it to your grant manager alongside each performance report.

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$29,606.00	$0.00	$29,606.00
Expenses	$394.00	$0.00	$394.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$30,000.00**	**$0.00**	**$30,000.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

In an effort to provide indigent offenders with the court ordered tracking component required for their release, the department aims to utilize the Edward Byrne Memorial Justice Assistance Grant to remit payment for our contractual obligations related to the cost of monitoring equipment. Payment of any bond will be the sole responsibility of the offender. The grant nor the county will provide financial assistance in paying bonds. Community Corrections staff will assess each case referred by the judicial system to determine if a request can be made to the respective judge to waive bond requirements to expedite offender processing into a jail alternative program through monitoring rather than keeping the offender in jail.

The department currently offers two types of electronic GPS monitoring, active monitoring and passive monitoring. Active monitoring is billed at the rate of $3.20 per offender per day and the passive monitoring is billed at the rate of $3.10 per offender per day. The grant funding will also be used to remit payment for the contractual obligations related to SCRAM (secure continuous remote alcohol monitor). The daily monitoring fee for SCRAM is currently $4.05 per offender per day. The drug patch cost for continuous drug monitoring is a one-time fee per patch of $39.35 per unit. All quoted fees are the actual cost to the department, no program income is generated.

Annually, it is estimated that approximately 678 unduplicated offenders will have bonds less than $1,000. Due to financial constraints of many offenders, not all will have the resources to post bond for release and pay for fees associated with the various monitoring programs. While Community Corrections desires to convert a majority of the offenders to a jail alternative initiative program, offender financial constraints and departmental budgetary limitations prevent this from becoming a reality. Community Corrections will not provide financial assistance with posting bond for any referred offender. Taking into consideration the $30,000 potentially available through the Edward Byrne Memorial Justice Assistance Grant, Community Corrections has a goal to convert 9% of offenders with bonds less than $1,000 to GPS/SCRAM/Drug Patch monitoring as an alternative to jail confinement. This equates to 60 offenders per year or approximately 5 offenders per month. Of the 60 offenders per year projected, 7 will be on SCRAM monitoring, 27 will have active GPS monitoring, 16 will have passive GPS monitoring, and 10 will submit to drug patch monitoring. With the average length of the sentencing resulting in 180 days, the financial breakdown for the various types of monitoring is as follows:

7 SCRAM at $4.05/day for 181 days = $5,131
27 Active GPS at $3.20/day for 180 days = $15,552
16 Passive GPS at $3.10/day for 180 days = $8,928
10 Drug Patch at $39.35/each = $394

Budget Total: $30,005.00

In FY17-18, Community Corrections expended in excess of $150,000 in monitoring fees for the indigent population. The Edward Byrne Memorial Justice Assistance Grant is projected to award $30,000 during the grant period leaving a deficit of over $120,000. Community Corrections has limited financial resources to compensate for the shortfall and will continue to seek outside the department to cover the deficit. If this additional funding is not secured, indigent offenders will not have the opportunity to consider jail alternatives even when judges offer release with the added condition

Budget Narrative (Continued):

of electronic GPS monitoring, drug patches, or SCRAM. These offenders will remain incarcerated until their court date.

Since the introduction of the jail alternative program for the indigent in 2016 through the Edward Byrne Memorial Justice Grant, the demand has far exceeded the available funding. Due to increased demand, it is anticipated that the grant award will be fully expended within 2 months. Any expenditures over the cost of allocated JAG funding will be paid by Escambia County.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Three (3) verbal quotes.

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: Escambia County Community Corrections is currently utilizing the Western States Contracting Association-National Association of Purchasing Officers (WSCA-BASPO) Contract #00212 as deemed appropriate by the Escambia County Board of County Commissioners competitive bidding process. This agreement was approved for utilization on February 18, 2016 and applies to the pricing plan for both active and passive GPS monitoring units. The current rate is fixed at $3.20 per offender per day for active monitoring and $3.10 per offender per day for passive monitoring. The Community Corrections Division is currently utilizing the lowest priced vendor for SCRAM (secure continuous remote alcohol monitor) units as determined by competitive quotes obtained by the department in October 2015. The current rate for the SCRAM units are $4.05 per offender per day. The drug test patch uses sweat as the specimen source and is worn on the skin for up to 7 days or longer. The patches cost $39.35 per unit for the device and one-time installation. The procurement of drug patches is through a competitive process to ensure that the lowest price is obtained.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- **Subpart A, Definitions**
- **Subparts B-D, Administrative Requirements**
- **Subpart E, Cost Principles**
- **Subpart F, Audit Requirements and all applicable Appendices**

Code of Federal Regulations: www.gpo.gov/fdsys/
- **2 C.F.R. §175.15(b), Award Term for Trafficking in Persons**
- **28 C.F.R. §38, Equal Treatment for Faith-Based Organizations**
- **28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments**
- **28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace**
- **28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63**

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- **Section 215.971, F.S., Agreements funded with federal or state assistance**
- **Section 215.985, F.S., Transparency in government spending**

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is $3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The subrecipient agrees that funds received under this award will not 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.

4.0 **Personnel Changes** - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 **Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

12.0 Such background investigations shall be conducted at the expense of *the employing agency or employee.* Privacy Certification - The subrecipient must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any

party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 **Insurance for Real Property and Equipment** - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 **Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 **Title IX of the Education Amendments of 1972** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 **Equal Treatment for Faith Based Organizations** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 **Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 **Age Discrimination Act of 1975** - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the

finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director,

Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than ninety (90) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 **Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

8.0 **Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 **Property Management** - The subrecipient shall establish and administer a system to protect,

preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed .by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf .

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter

10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also Chief Financial Officer Memorandum No. 02 (2012-2013).

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal

program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate

to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any curricula, training materials, or any other written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

1) "This project was supported by Grant No. 2017-MU-BX-0187 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

   Any website that funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for

law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

14.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SECTION VII: COMPLIANCE WITH 8 U.S.C. § 1373

1.0 In regards to the program or activity funded under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2.0 A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 signed by the chief legal officer of the third tier subrecipient.

3.0 Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

8.0 Nothing in this condition shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)**

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and

other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature:

Typed Name and Title: Rona Kay Cradit, Bureau Chief

Date: 4/13/2019

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Escambia County Board of Commissioners

Signature:

Typed Name and Title: Jeff Bergosh, Chairman

Date: 10/18/2018

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FLA.
SEAL
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
By: Deputy Clerk

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Escambia County Department of Corrections

Signature:

Typed Name and Title: William R. Powell, Chief of Corrections

Date: 10-24-18

Approved as to form and legal sufficiency.
By/Title:
Date: 10/24/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16029 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: 1st Extension to the Interlocal Agreement between Escambia County and the Pensacola DIB for Management and Operation of County Parking Facilities
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Extension of the Interlocal Agreement for the Management and Operation of County Parking Facilities - Robert E. Dye, Interim Department Director

That the Board take the following action concerning the First Extension of Interlocal Agreement between Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board for the management and operation of County parking facilities:

A. Approve the First Extension of the Interlocal Agreement; and

B. Authorize the Chairman to sign the First Extension of Interlocal Agreement and any subsequent Agreement-related documents, including time extensions.

[Funding: Fund 001, General Fund, Cost Center 310203, Maintenance; Fund 001, General Fund, Cost Center 310207, Utilities]

BACKGROUND:

This is the First Extension of the Interlocal Agreement between Escambia County and the Pensacola Downtown Improvement Board (DIB) for the period of April 7, 2019 through April 6, 2024.

On April 3, 2014 the Board approved an Interlocal Agreement between the County and the DIB. The DIB is responsible for parking enforcement at the Intendencia Street Parking Garage from 7:00am until 5:30pm Monday through Friday, except

on designated holidays. For after-hours special events parking occurring from 5:30pm until 6:00am Monday through Friday and on weekends, the DIB has the authority and responsibility for the management and operation of the two parking structures.

The DIB shall pay the County a minimum fee of $50.00 for each parking structure per special event, and the County and DIB shall share on an equal basis (50/50) any net revenue collected in excess of the $50.00 for each parking structure.

BUDGETARY IMPACT:

Funding: Fund 001 - General Fund, Cost Center 310203 Maintenance; Fund 001 - General Fund, Cost Center 310207 Utilities

LEGAL CONSIDERATIONS/SIGN-OFF:

This First Extension of Interlocal Agreement was prepared by and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

The First Extension of Interlocal Agreement will be coordinated with the Pensacola Downtown Improvement Board (DIB).

Attachments

DIB 1st Extension

Interlocal Agreement April 2014

STATE OF FLORIDA
COUNTY OF ESCAMBIA

FIRST EXTENSION OF INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD

THIS FIRST EXTENSION OF INTERLOCAL AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 41 North Jefferson Street, Suite 401, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS, the parties entered into that certain Interlocal Agreement between Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board with an effective date of April 7, 2014 to address their respective responsibilities relating to management and operation of the County parking facilities located in the downtown area; and

WHEREAS, Section 3.1 of the Interlocal Agreement states that it may be extended for three additional five (5) year periods upon mutual agreement of the parties; and

WHEREAS, the parties have agreed to extend the Interlocal Agreement under the same terms and conditions for an additional five-year period;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

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

2. The Interlocal Agreement is hereby extended for an additional five-year period beginning on April 7, 2019 and continuing through April 6, 2024.

3. In all other respects, the Interlocal Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Extension on the respective dates under each signature.

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

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

BCC APPROVED:_____

By:_____
Deputy Clerk

(SEAL)

Pensacola Downtown Improvement Board, a public body corporate and politic of the State of Florida:

Lissa Dees
By: Lissa Dees, Executive Director

Date: 4-29-19

Witness: Susan Carter

Witness: Wayne E Glass

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 1, 2019

ESCAMBIA COUNTY
CLERK'S ORIGINAL
4/3/2014 CAR II-6

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 41 North Jefferson Street, Suite 401, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS, the parties have legal authority to perform certain public works within their respective jurisdictions; and

WHEREAS, the parties are authorized by §§163.01, Florida Statutes et seq., to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential development, beautifying downtown Pensacola, and marketing and promoting downtown Pensacola to attract more customers, clients, residents, and other users of downtown Pensacola; and

WHEREAS, on or about February 21, 2008, the parties previously entered into an Interlocal Agreement wherein the DIB assumed responsibility for the management and operation of County parking facilities located in downtown area; and

WHEREAS, the parties have agreed to revise their respective responsibilities as it relates to the management and operation of said County parking facilities; and

WHEREAS, as a result, the parties now jointly find it advantageous and appropriate to enter into this Agreement to establish the terms relating to the management and operation of said County parking facilities as provided herein.

Verified By: OH
Date: 4/7/2014

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 This Agreement hereby establishes the terms relating to the management and operation of County parking facilities as provided herein.

1.3 This Agreement is intended to supersede in its entirety the prior Interlocal Agreement between the County and the DIB, dated February 21, 2008, relating to the creation of a comprehensive downtown parking strategy for centralized and efficient management of downtown parking facilities.

Article 2
Responsibilities of Parties

2.1 The County parking facilities that are the subject of this agreement shall be the Intendencia Street Parking Garage located on the corner of Baylen Street and Intendencia Street (hereinafter the "*Intendencia Garage*") and the Judicial Center Parking Garage located on the corner of Baylen Street and Main Street (hereinafter the "*Judicial Garage*"). For the purpose of this Agreement, said facilities may be referred to collectively as the "*Parking Facilities*".

2.2 Upon the effective date of this Agreement, the County shall assume authority and responsibility for the maintenance and daily operating costs of the County Parking Facilities subject to the following terms and conditions:

A. Maintenance. The County shall be responsible for the cleaning and maintenance of the County Parking Facilities.

B. Utilities. The County shall be responsible for the payment of all utilities associated with the operation of the County Parking Facilities.

C. Security Cameras. The County shall be responsible for the maintenance and operation of any security cameras in the County Parking Facilities.

D. Signage. The County shall have the authority and responsibility to select, site, and install parking directional, informational, branding, promotional, and way finding signage in the County Parking Facilities.

E. Planning and Procedures. The County shall have the authority and responsibility for all parking planning, modification and implementation, including parking and loading configurations, parking times and schedules.

F. ADA Compliance. The County shall be responsible for providing accessible parking facilities for disabled citizens as required by the Americans with Disabilities Act (ADA) and Chapter 11 of the Florida Building Code. Any changes undertaken to reconfigure existing handicapped parking placement or any other modifications to the Parking Facilities shall comply with all applicable governmental regulations and the Federal Accessibility Board Guidelines relating to the Americans with Disabilities Act (ADA).

G. Property Casualty Insurance. The County shall maintain property casualty insurance for the Parking Facilities at its sole expense, which may be self-insured at the sole discretion of the County. In the event said Parking Facilities may be damaged by fire, casualty or natural disaster and such damage renders the facilities totally or partially destroyed or substantially untenantable, the County reserves the right in its sole discretion to repair the facilities or terminate this Agreement.

2.3 Upon the effective date of this Agreement, the DIB shall assume authority and responsibility for the management of the County Parking Facilities subject to the following terms and conditions:

A. Parking Enforcement. As permitted by state law, the DIB shall have authority and responsibility to provide personnel that meet all state statutory and County Code requirements for the provision of parking enforcement duties in the *Intendencia Garage* from 7:00 a.m. until 5:30 p.m., Monday through Friday, except on designated holidays. Said parking enforcement shall include, but not be limited to, loading zone violations, taxi zone violations, unpermitted parking violations, and handicapped parking violations. Parking violation rates will be consistent with on-street parking violation rates and shall be determined by the DIB . The DIB may not lease parking spaces to third parties or otherwise permit third parties to utilize County Parking Facilities unless specifically provided in this agreement.

All costs incurred by the DIB in connection with the performance of Parking Enforcement pursuant to this Agreement shall be borne by the DIB.

B. Special Event Parking. The DIB shall have authority and responsibility for the management and operation of County Parking Facilities for special events occurring from 5:30 p.m. until 6:00 a.m., Monday through Friday, and on weekends. Special event parking rates shall be determined by the DIB. The DIB may not lease parking spaces to third parties or otherwise permit third parties to utilize County Parking Facilities unless specifically provided in this agreement.

The DIB shall pay a minimum fee of $50.00 for each parking facility per special event, and the County and DIB shall share on an equal basis (50/50) any net revenue

collected in excess of $50.00 for each parking facility per event for special event parking.

The DIB shall be responsible for providing parking attendants and security during such events and all post-event clean-up. All costs associated with the employment of any parking attendants, insurance per subsection 2.3 G. herein, security, and post-event clean-up shall be authorized operating costs. Unless otherwise specified herein, all costs incurred by the DIB in connection with the performance of this Agreement shall be borne by the DIB.

C. Net Revenue. The DIB shall maintain separate accounting for net revenue collected pursuant to this Agreement. Said funds shall be separately identified from any other DIB funds. All parking net revenue collected pursuant to this Agreement shall be accounted in said manner and reported to the County on a monthly basis along with payment of the County's net revenue share for special event parking as provided above.

For the purpose of this Agreement, *net revenue* shall mean gross receipts less authorized operating costs per subsection 2.3 B. herein from special event parking revenues.

D. ADA Compliance. The parties recognize and agree that certain special events must provide accessible parking for disabled citizens. The DIB shall be responsible for providing access to such parking facilities as required by the Americans with Disabilities Act (ADA).

E. Employee Parking Placards. The DIB shall be responsible for preparing and distributing employee parking placards that will permit any County employee displaying such placard access to the County Parking Facilities at any time, subject to space availability.

F. Loss Control and Safety. The DIB shall retain control over its employees, agents, subcontractors, and invitees and its activities on and about the subject County Parking Facilities, and to that end, the DIB shall not be deemed an agent of the County. The DIB shall exercise precaution at all times for the protection of all persons, including its employees, agents, subcontractors and invitees on and about the Parking Facilities. Further, the DIB shall take prompt action where loss control/safety measures would be reasonably expected.

G. Insurance. During the term of this Agreement, the DIB shall maintain the following insurance coverage at its sole expense:

(1) 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.

(2) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(3) Excess or Umbrella Liability coverage.

(4) 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.

All liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation.

The DIB's required coverage shall be considered primary as it relates to all provisions of the Agreement and any other insurance considered excess, over and above the DIB's coverage.

2.4 Effective Date. This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provisions

3.1 Term and Termination: The term of this agreement shall be for five (5) years beginning on the effective date as provided herein. The Agreement may be extended for three additional five (5) year periods upon mutual agreement of the parties.

This Agreement may be terminated at any time upon mutual agreement of the parties. This Agreement may be terminated by either party for cause or convenience upon 30 days written notice by the terminating party to the other party of such termination.

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to

disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 City 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 City 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.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 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.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

TO THE DIB
Executive Director
41 North Jefferson Street
Suite 401
Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County and DIB, as local governmental bodies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by either party and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature.

Approved as to form and legal sufficiency:

By/Title:

Date: 3/20/14

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

By: _____
Lumon J. May, Chairman

Date: April 4, 2014

BCC APPROVED: 04-03-2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)
BOARD OF COUNTY COMMISSIONERS
SEAL
ESCAMBIA CO., FL

Pensacola Downtown Improvement Board, a public body corporate and politic of the State of Florida:

By: _____
Ronald J. Butlin, Executive Director

Date: 3/21/14

Witness: Amber Mitchell

Witness: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5883 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/03/2014
Issue: Interlocal Agreement Between Escambia County and the Pensacola Downtown Improvement Board for Management and Operation of County Parking Facilities
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement for the Management and Operation of County Parking Facilities - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board for the management and operation of County parking facilities:

A. Approve the Interlocal Agreement; and

B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement-related documents, including time extensions.

[Funding: Fund 001, General Fund, Cost Center 310203, Maintenance; Fund 001, General Fund, Cost Center 310207, Utilities]

BACKGROUND:

On February 21, 2008 the Board approved an Interlocal Agreement between Escambia County and the Pensacola Downtown Improvement Board (DIB) for the Creation of a Comprehensive Downtown Parking Strategy for the Centralized and Efficient Management of Downtown Parking Facilities. This agreement provides for the management of the County's two Parking Structures; Intendencia Street Parking Garage (Ernie Lee Magaha Government Building) and the Baylen Street Parking Garage (M.C. Blanchard Judicial Building). This agreement authorized the DIB to lease 116 parking spaces on the top level of the Intendencia Street Parking Garage and manage all after-hours and weekend parking for special events in both parking structures. The DIB's management of these two parking structures began on April 1, 2008.

This new Interlocal Agreement will supersede in its entirety the prior Interlocal Agreement

between the County and the DIB, dated February 21, 2008. The County and the DIB have agreed to revise their respective responsibilities as it relates to the management and operation of the County's two parking structures.

The DIB has agreed to terminate its lease rights for the exclusive use of the 116 designated parking spaces in the Intendencia Street Parking Garage and cease reimbursing the County the agreed upon monthly pro-rata share of the Gulf Power electrical account. The County has agreed to resume the responsibilities of providing the maintenance and repairs to this parking structure.

The DIB will be responsible for parking enforcement at the Intendencia Street Parking Garage from 7:00am until 5:30pm Monday through Friday, except on designated holidays. For after-hours special events parking occurring from 5:30pm until 6:00am Monday through Friday and on weekends, the DIB will have the authority and responsibility for the management and operation of the two parking structures.

The DIB shall pay the County a minimum fee of $50.00 for each parking structure per special event, and the County and DIB shall share on an equal basis (50/50) any net revenue collected in excess of the $50.00 for each parking structure.

BUDGETARY IMPACT:

Funding: Fund 001 - General Fund, Cost Center 310203 Maintenance; Fund 001 - General Fund, Cost Center 310207 Utilities

LEGAL CONSIDERATIONS/SIGN-OFF:

This Interlocal Agreement has been reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

This Interlocal Agreement will be coordinated with the Pensacola Downtown Improvement Board (DIB).

Attachments

DIB Interlocal

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 41 North Jefferson Street, Suite 401, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS, the parties have legal authority to perform certain public works within their respective jurisdictions; and

WHEREAS, the parties are authorized by §§163.01, Florida Statutes et seq., to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential development, beautifying downtown Pensacola, and marketing and promoting downtown Pensacola to attract more customers, clients, residents, and other users of downtown Pensacola; and

WHEREAS, on or about February 21, 2008, the parties previously entered into an Interlocal Agreement wherein the DIB assumed responsibility for the management and operation of County parking facilities located in downtown area; and

WHEREAS, the parties have agreed to revise their respective responsibilities as it relates to the management and operation of said County parking facilities; and

WHEREAS, as a result, the parties now jointly find it advantageous and appropriate to enter into this Agreement to establish the terms relating to the management and operation of said County parking facilities as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 This Agreement hereby establishes the terms relating to the management and operation of County parking facilities as provided herein.

1.3 This Agreement is intended to supersede in its entirety the prior Interlocal Agreement between the County and the DIB, dated February 21, 2008, relating to the creation of a comprehensive downtown parking strategy for centralized and efficient management of downtown parking facilities.

Article 2
Responsibilities of Parties

2.1 The County parking facilities that are the subject of this agreement shall be the Intendencia Street Parking Garage located on the corner of Baylen Street and Intendencia Street (hereinafter the "*Intendencia Garage*") and the Judicial Center Parking Garage located on the corner of Baylen Street and Main Street (hereinafter the "*Judicial Garage*"). For the purpose of this Agreement, said facilities may be referred to collectively as the "*Parking Facilities*".

2.2 Upon the effective date of this Agreement, the County shall assume authority and responsibility for the maintenance and daily operating costs of the County Parking Facilities subject to the following terms and conditions:

A. Maintenance. The County shall be responsible for the cleaning and maintenance of the County Parking Facilities.

B. Utilities. The County shall be responsible for the payment of all utilities associated with the operation of the County Parking Facilities.

C. Security Cameras. The County shall be responsible for the maintenance and operation of any security cameras in the County Parking Facilities.

D. Signage. The County shall have the authority and responsibility to select, site, and install parking directional, informational, branding, promotional, and way finding signage in the County Parking Facilities.

E. Planning and Procedures. The County shall have the authority and responsibility for all parking planning, modification and implementation, including parking and loading configurations, parking times and schedules.

F. ADA Compliance. The County shall be responsible for providing accessible parking facilities for disabled citizens as required by the Americans with Disabilities Act (ADA) and Chapter 11 of the Florida Building Code. Any changes undertaken to reconfigure existing handicapped parking placement or any other modifications to the Parking Facilities shall comply with all applicable governmental regulations and the Federal Accessibility Board Guidelines relating to the Americans with Disabilities Act (ADA).

G. Property Casualty Insurance. The County shall maintain property casualty insurance for the Parking Facilities at its sole expense, which may be self-insured at the sole discretion of the County. In the event said Parking Facilities may be damaged by fire, casualty or natural disaster and such damage renders the facilities totally or partially destroyed or substantially untenantable, the County reserves the right in its sole discretion to repair the facilities or terminate this Agreement.

2.3 Upon the effective date of this Agreement, the DIB shall assume authority and responsibility for the management of the County Parking Facilities subject to the following terms and conditions:

A. Parking Enforcement. As permitted by state law, the DIB shall have authority and responsibility to provide personnel that meet all state statutory and County Code requirements for the provision of parking enforcement duties in the *Intendencia Garage* from 7:00 a.m. until 5:30 p.m., Monday through Friday, except on designated holidays. Said parking enforcement shall include, but not be limited to, loading zone violations, taxi zone violations, unpermitted parking violations, and handicapped parking violations. Parking violation rates will be consistent with on-street parking violation rates and shall be determined by the DIB . The DIB may not lease parking spaces to third parties or otherwise permit third parties to utilize County Parking Facilities unless specifically provided in this agreement.

All costs incurred by the DIB in connection with the performance of Parking Enforcement pursuant to this Agreement shall be borne by the DIB.

B. Special Event Parking. The DIB shall have authority and responsibility for the management and operation of County Parking Facilities for special events occurring from 5:30 p.m. until 6:00 a.m., Monday through Friday, and on weekends. Special event parking rates shall be determined by the DIB. The DIB may not lease parking spaces to third parties or otherwise permit third parties to utilize County Parking Facilities unless specifically provided in this agreement.

The DIB shall pay a minimum fee of $50.00 for each parking facility per special event, and the County and DIB shall share on an equal basis (50/50) any net revenue

collected in excess of $50.00 for each parking facility per event for special event parking.

The DIB shall be responsible for providing parking attendants and security during such events and all post-event clean-up. All costs associated with the employment of any parking attendants, insurance per subsection 2.3 G. herein, security, and post-event clean-up shall be authorized operating costs. Unless otherwise specified herein, all costs incurred by the DIB in connection with the performance of this Agreement shall be borne by the DIB.

C. Net Revenue. The DIB shall maintain separate accounting for net revenue collected pursuant to this Agreement. Said funds shall be separately identified from any other DIB funds. All parking net revenue collected pursuant to this Agreement shall be accounted in said manner and reported to the County on a monthly basis along with payment of the County's net revenue share for special event parking as provided above.

For the purpose of this Agreement, *net revenue* shall mean gross receipts less authorized operating costs per subsection 2.3 B. herein from special event parking revenues.

D. ADA Compliance. The parties recognize and agree that certain special events must provide accessible parking for disabled citizens. The DIB shall be responsible for providing access to such parking facilities as required by the Americans with Disabilities Act (ADA).

E. Employee Parking Placards. The DIB shall be responsible for preparing and distributing employee parking placards that will permit any County employee displaying such placard access to the County Parking Facilities at any time, subject to space availability.

F. Loss Control and Safety. The DIB shall retain control over its employees, agents, subcontractors, and invitees and its activities on and about the subject County Parking Facilities, and to that end, the DIB shall not be deemed an agent of the County. The DIB shall exercise precaution at all times for the protection of all persons, including its employees, agents, subcontractors and invitees on and about the Parking Facilities. Further, the DIB shall take prompt action where loss control/safety measures would be reasonably expected.

G. Insurance. During the term of this Agreement, the DIB shall maintain the following insurance coverage at its sole expense:

(1) 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.

(2) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(3) Excess or Umbrella Liability coverage.

(4) 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.

All liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation.

The DIB's required coverage shall be considered primary as it relates to all provisions of the Agreement and any other insurance considered excess, over and above the DIB's coverage.

2.4 Effective Date. This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provisions

3.1 Term and Termination: The term of this agreement shall be for five (5) years beginning on the effective date as provided herein. The Agreement may be extended for three additional five (5) year periods upon mutual agreement of the parties.

This Agreement may be terminated at any time upon mutual agreement of the parties. This Agreement may be terminated by either party for cause or convenience upon 30 days written notice by the terminating party to the other party of such termination.

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to

disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 City 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 City 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.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 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.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY	**TO THE DIB**
County Administrator	Executive Director
221 Palafox Place	41 North Jefferson Street
Post Office Box 1591	Suite 401
Pensacola, FL 32597	Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County and DIB, as local governmental bodies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by either party and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature.

Approved as to form and legal sufficiency:

By/Title:

Date: 3/26/14

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

By:_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

BCC APPROVED:_____

By:_____
Deputy Clerk

(SEAL)

Pensacola Downtown Improvement Board, a public body corporate and politic of the State of Florida:

By:_____
Ronald J. Butlin, Executive Director

Date: 3/27/14

Witness: Kimberly Mitchell

Witness:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16030 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Second Renewal of Lease Agreement between Escambia County and Artel, Inc.
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

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

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

A. Approve the Second Renewal of Lease Agreement between Escambia County and Artel Inc., for space on the first floor of the Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida, for an additional five-year term, commencing on February 19, 2020; and

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

[Funding: Lessee shall pay the County rent in the amount of $1.00 per year for the renewal term]

BACKGROUND:

On February 9, 2010 the Board approved a Lease Agreement with Artel, Inc. for the space on the first floor of the Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida. Artel, Inc. On December 11, 2014 the Board approved the First Renal of the Lease Agreement. Artel has requested to renew the lease for an additional five (5) year term.

Artel has requested to have this lease approved early so that they can apply for a Sunday's Child Grant. Each year, the membership of Sunday's Child awards

grants to local charities and economic initiatives in amounts ranging from $25,000 to $50,000. Sunday's Child grants help fund initiatives that address a community need or help develop projects in support of the greatest good for the Pensacola Bay Area. Grant funding comes from membership contributions, and each membership of Sunday's Child will have a vote toward selecting the funded projects. The project Artel is submitting for the Grant is to add a kitchen area to an existing room off the main gallery. With the numerous public events that Artel hosts there is a lack of space for event preparation (i.e.. food preparation, general kitchen storage, refrigeration, etc.)

BUDGETARY IMPACT:

Artel, Inc. will pay rent of One Dollar ($1.00) per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Renewal of Lease was prepared by the County Attorney's Office and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

2nd Renewal
Lease Agreement
1st Renewal
Certificate of Insurance

This document prepared by:
Stephen G. West
Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
850-595-4970

SECOND RENEWAL OF LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND ARTEL, INC.

This Second Renewal to Lease (Second Renewal) is made and entered this ____ day of _____ 2019 by and between Escambia County, a political subdivision of the State of Florida (County) and Artel, Inc., a Florida corporation not-for-profit (Artel).

WITNESSETH

WHEREAS, the County and Artel entered that certain Lease dated February 19, 2010 for a portion of real property known as Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida 32502; and

WHEREAS, section 2 of the Lease states that it may be renewed for successive five (5) year terms, provided that Artel delivers to the County written notice of its intent to renew at least ninety (90) days prior to expiration of the current term; and

WHEREAS, the County and Artel entered that certain First Renewal of Lease Agreement dated December 11, 2014; and

WHEREAS, Artel has timely requested to renew the term of the Lease for a second additional five (5) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

2. The term of the Lease shall be renewed for an additional five (5) years commencing on February 19, 2020 and ending on February 18, 2025.

3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and Artel have caused this Second Renewal to be executed on the day and year first written above.

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

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of Circuit Court

By: _____
Deputy Clerk

ARTEL, INC.

By: _____
Randy New, President

Witnesses:
_____
Printed Name: _____
_____
Printed Name: _____

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29 day of March, 2019, by Randy New, as President of Artel, Inc., (✓) who is personally known to me or (___) who has produced _____ as identification and who did / did not did take an oath.

KAREN ELIZABETH MYERS
Notary Public - State of Florida
Commission # GG 282777
My Comm. Expires Dec 9, 2022
Bonded through National Notary Assn.

(NOTARY SEAL)

_____
NOTARY PUBLIC
Print: _____
Commission Number: GG282777
My commission expires: Dec. 9, 2022

Escambia County
Clerk's Original
2/18/2010 CAT 1-3

LEASE AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ARTEL, INC.

THIS LEASE AGREEMENT is made and entered into this 18th day of February, 2010 by and between Artel, Inc., a Florida corporation not-for-profit, whose address is Post Office Box 704, Pensacola, Florida 32591 ("Artel"), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("County").

Verified By: K. Wood
Date: 2/19/10

WITNESSETH:

WHEREAS, Escambia County is the owner of real property commonly known as the Old Escambia County Courthouse, formerly the United States Customs Building, and located at 223 Palafox Place, Pensacola, Escambia County, Florida 32502 (the "Courthouse"); and

WHEREAS, Artel ("Lessee") is a non-profit corporation that provides the Northwest Florida region with a forum for experimental and contemporary art exhibitions and programs dedicated to enrichment and education of the community; and

WHEREAS, Artel has requested that the County lease to it a portion of the Courthouse for operation of a visitor's information center, exhibitions, office space, classrooms, and other supporting uses to further promote regional visual arts, education programs and community outreach; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease a portion of the Courthouse to Artel under the terms and conditions stated below.

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

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

2. Property Leased. The County leases to Artel a portion of the First Floor of the Courthouse located at 223 South Palafox Place, Pensacola, Florida, more particularly described in the attached Exhibit A (the "Property").

3. Term. The initial term of the Lease shall be for five (5) years, commencing on February 19th, 2010 ("Effective Date"). This Lease may be renewed for successive terms of five (5) years, provided that Artel delivers to the County written notice of its intent to renew at least ninety (90) days prior to the expiration of the current term.

4. Rent. Artel shall pay to the County as rent the sum of One Dollar ($1.00) per year.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Artel first obtains written authorization from the County. Artel shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements or personal property not removed by Artel may be disposed of by the County in any manner the County deems appropriate, without liability to the County. Any and all improvements made must be consistent with the historic character of the Courthouse.

6. Maintenance and Utilities. The County shall be responsible for routine maintenance of the Property. Artel shall be responsible for ensuring that the Property is kept in a neat, safe, and orderly condition. The County will provide electricity, water, sewer, sanitation services, and pest control. Artel shall be responsible for all other utility service charges, including telephone, internet, and cable television.

Routine custodial services shall be provided by the County in accordance with the County's current custodial contract. Artel shall be responsible for any additional custodial services required during weekends, holidays, and any special events. Artel shall obtain any additional custodial services from the County's contracted custodial service, and the costs of any such additional custodial services shall be borne exclusively by Artel.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, and fixtures. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Artel, its officers, employees, agents, and invitees.

8. Inspection. Artel shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. ARTEL accepts the Property "as is" on the Effective Date of this Lease Agreement with no warranties regarding suitability of use.

9. Indemnification. Artel agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Artel.

10. Insurance. During the term of the Lease, Artel shall procure and maintain general liability insurance (to include liquor liability) with coverage of $1,000,000 per occurrence and aggregate limits, including coverage for bodily injury, broad form property damage, operations, products and completed operations, contractual liability covering this Lease Agreement and personal injury. In anticipation of alcohol being served, Artel shall provide evidence of coverage

for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, Artel's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Artel shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

Artel agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Artel must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance shall not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Lease Agreement.

11. Use of Premises. Artel shall use the Property solely for operating a visitor information center that provides information to the public on art and cultural events and exhibits and other similar attractions in the local area, and a venue for visual arts exhibitions, educational programs, community outreach programs, and special art and cultural events sponsored by Artel. Artel shall ensure that access to the Property and the visitor's information center is open and available to the public without any admission fee between 10:00 a.m. and 4:00 p.m., Tuesday through Saturday. Artel may charge an admission fee for other events and exhibits sponsored by Artel. During the opening of art exhibitions and other special events, Artel may serve wine to its members and guests, provided, however, that the wine is not sold and that Artel complies with and obtains any permits and licenses that may be required by state and local laws and regulations. Otherwise, consumption of alcoholic beverages on the property is prohibited.

12. Termination. Either party may terminate this Lease for cause upon thirty (30) days' written notice or convenience upon one hundred eighty (180) days' written notice. Upon termination, Artel shall return the Property to the County in good condition and repair any

damage resulting from any improvements installed and removed by Artel, normal wear and tear excepted.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Artel under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:
County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

ARTEL, INC.:
Suzanne Robbert, President
Artel, Inc.
P. O. Box 704
Pensacola, Florida 32591

With a copy of notices and correspondence to:
County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally, by overnight courier, 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 courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Artel's use of the Property.

15. Compliance with Laws. Artel agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease Agreement may be modified only by an amendment in writing, dated and signed by the County and Artel after the date of this Lease Agreement. Artel acknowledges it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease Agreement.

17. Assignments. This Lease Agreement shall not be assigned nor shall the Property be sublet unless first approved by the Board of County Commissioners. Any such assignment or sublease shall be reflected in a written instrument executed by the parties. Arts and cultural events on the Property that are jointly sponsored by Artel and other non-profit arts and cultural organizations shall not constitute a violation of this provision, provided, however, that Artel does not charge or collect any rent or other fees for the use of the Property.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease Agreement or Artel's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

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

20. Taxes. Artel shall be responsible for all taxes assessed against the Property, improvements, or otherwise arising out of this Lease Agreement.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease Agreement are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease Agreement. If any provision of this Lease Agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease Agreement.

IN WITNESS WHEREOF, the County and Artel have caused this Lease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Grover C. Robinson, IV, Chairman

Date Executed

2/18/2010

This document approved as to legal form and sufficiency

By: _____, Assistant County Attorney

Date: February 18, 2010

BBC Approved 02-18-2010

ARTEL, INC.

Witness _____
Print Name Stephen C. West

Witness _____
Print Name BRENDA J. SPENCER

_____
Suzanne Robbert, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

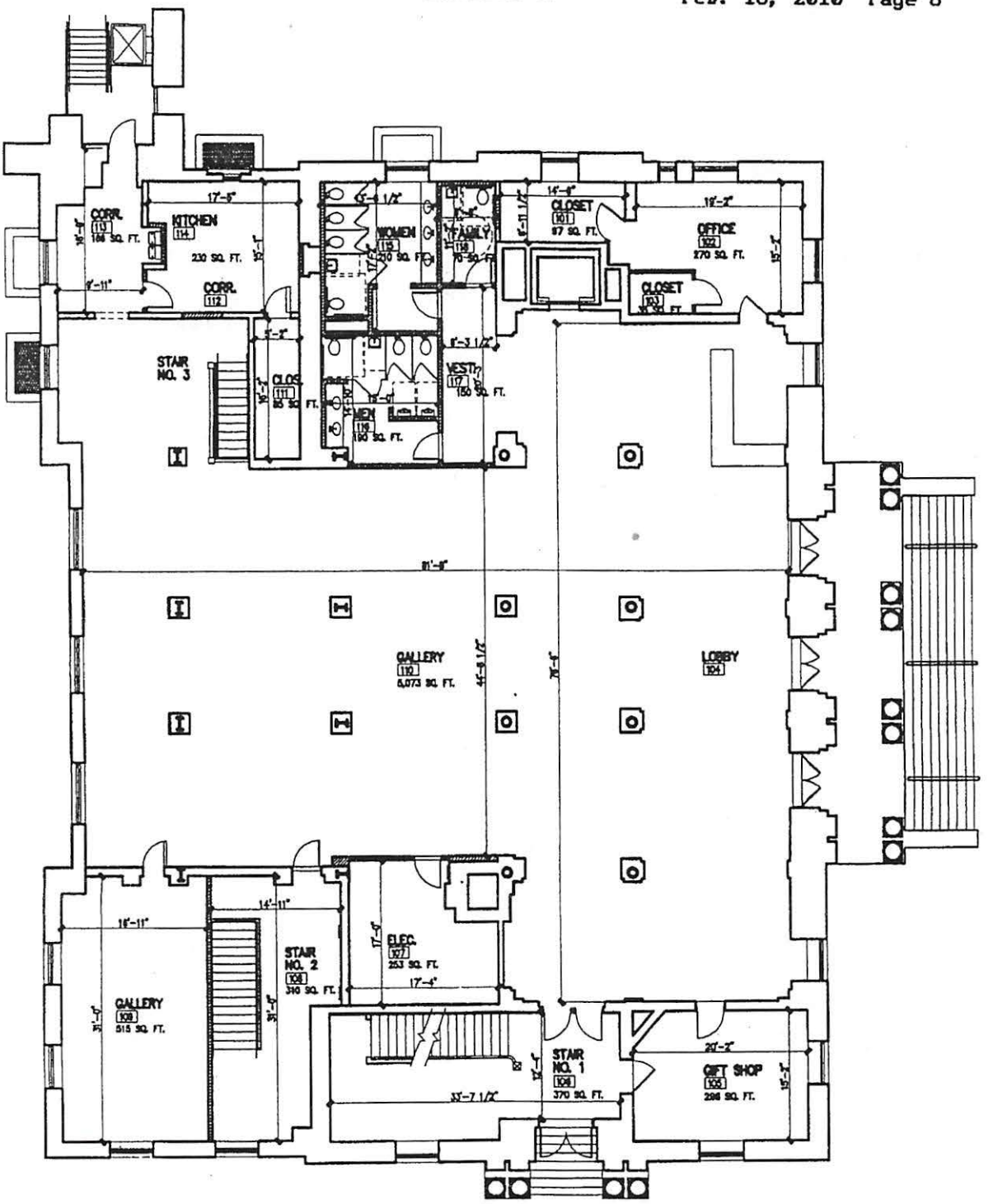
The foregoing instrument was acknowledged before me this 19th day of February, 2010, by Suzanne Robbert as President of Artel, Inc., a Florida non-profit corporation, on behalf of the corporation, who ( ) is personally known to me, or (✓) has produced current Florida Drivers License as identification.

BRENDA J. SPENCER
MY COMMISSION # DD 948354
EXPIRES: March 30, 2014
Bonded Thru Budget Notary Services

(Notary Seal)

_____
Signature of Notary Public

BRENDA J. SPENCER
Printed Name of Notary Public



Ground Floor Plan
Escambia County Courthouse
Pensacola, Florida
Quina Grundhoefer Architects

1/8"=1'-0

Denotes areas to be excluded from the lease agreement

Escambia County
Clerk's Original
2/18/2010 CAT 1-3

RESOLUTION R2010-25

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO ARTEL, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a parcel of real property and structure located at 223 Palafox Place, Escambia County, Florida, more commonly referred to as the Old County Courthouse; and

WHEREAS, Artel, Inc. is a non-profit corporation that is organized to promote local art and cultural events and exhibits; and

WHEREAS, Artel, Inc. has requested that the County lease a portion of the first floor of the Old County Courthouse (the Property) to it for a visitor center that provides information to the public on art and cultural events and exhibits and other similar attractions in the local area, and art and cultural events and exhibits sponsored by Artel, Inc.; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to Artel, Inc. under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

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

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

Section 2. The Property shall be leased to Artel, Inc. for the annual rent of $1.00 and otherwise in accordance with the terms in the Lease Agreement between Escambia County and Artel, Inc., attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 18th day of February, 2010.

Date Executed
2/18/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court
By: Doris Harris
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
By: Grover C. Robinson, IV, Chairman

This document approved as to form and legal sufficiency
By: _____, Assistant County Attorney
Date: February 18, 2010

Verified By: K. Carver
Date: 2/19/2010

This document prepared by:
Stephen G. West
Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
850-595-4970

FIRST RENEWAL OF LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND ARTEL, INC.

This First Renewal to Lease (First Renewal) is made and entered this 11th day of December 2014 by and between Escambia County, a political subdivision of the State of Florida (County) and Artel, Inc., a Florida corporation not-for-profit (Artel).

WITNESSETH

WHEREAS, the County and Artel entered that certain Lease dated February 19, 2010 for a portion of real property known as Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida 32502; and

WHEREAS, section 2 of the Lease provides that it may be renewed for successive five (5) year terms, provided that Artel delivers to the County written notice of its intent to renew at least ninety (90) days prior to expiration of the current term; and

WHEREAS, Artel has timely requested to renew the term of the Lease for an additional five (5) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

2. The term of the Lease shall be renewed for an additional five (5) years commencing on February 19, 2015 and ending on February 18, 2020.

3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and Artel have caused this First Renewal to be executed on the day and year first written above.

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

By: _____ Date Executed
~~Steven L. Barry, Chairman~~
Steven Barry, Chairman 12/11/2014

ATTEST: Pam Childers
Clerk of Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS * ESCAMBIA CO., FL * SEAL

BCC Approved 12-11-2014

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Oct. 22, 2014

ARTEL, INC.

By: _____
Suzanne Robbert, President

Witnesses:

_____
Printed Name: SHERRY BABCOCK

_____
Printed Name: William M. Turner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of October, 2014, by Suzanne Robbert, as President of Artel, Inc., (✓) who is personally known to me or ( ) who has produced _____ as identification and who did / did not did take an oath.

_____
NOTARY PUBLIC
Print: KAREN E MYERS
Commission Number: EE41735
My commission expires: Nov 19, 2014

KAREN E MYERS
Notary Public - State of Florida
My Comm. Expires Nov 19, 2014
Commission # EE 41735
Bonded Through National Notary Assn.

(NOTARY SEAL)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7159 **County Administrator's Report 9. 0.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/11/2014
Issue: First Renewal of Lease Agreement between Escambia County and Artel, Inc.
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the First Renewal of Lease Agreement between Escambia County and Artel, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action regarding the First Renewal of Lease Agreement between Escambia County and Artel, Inc.:

A. Approve a First Renewal of Lease Agreement between Escambia County and Artel Inc., for space on the first floor of the Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida, for an additional five (5) year term, commencing on February 19, 2015; and

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

[Funding: Lessee shall pay to the County rent in the amount of $1.00 per year for the renewal term]

BACKGROUND:
On February 9, 2010 the Board approved a Lease Agreement with Artel, Inc. for the space on the first floor of the Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida. Artel, Inc. requested to renew the lease for an additional five (5) year term.

BUDGETARY IMPACT:
Artel, Inc. will pay rent of One Dollar ($1.00) per year.

LEGAL CONSIDERATIONS/SIGN-OFF:
The Renewal of Lease was prepared by the County Attorney's Office and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

First Renewal of Lease

003993

8007700329000393

00157

TRAVELERS

COMMERCIAL LINES - I
150 BALDWIN STREET SUITE A

ELMIRA NY 14901

POLICYHOLDER COPY FOR:

660 445N4851 08-01-2018

SAI: 6403K1049
ISSUE DATE: 06-12-18
INSURED ADDRESS: P.O. BOX 704

PENSACOLA FL 32591-0704

ARTEL, INC.
P.O. BOX 704
PENSACOLA FL 32591-0704

SBM

TRAVELERS

Travelers Service Center
P.O. Box 1564
Elmira, NY 14902-1564

THE PHOENIX INSURANCE COMPANY

JUNE 12, 2018

ARTEL, INC.
P.O. BOX 704
PENSACOLA FL 32591-0704

Thank you for continuing your business with Travelers.

FISHER BROWN BOTTRELL INSURANCE INC, in conjunction with Travelers, is pleased to forward your renewal coverage contract for the following policy:

Coverage	Policy Form	Policy Number
MULTI-PERIL	660	445N4851

The Travelers Service Center is positioned to assist you. Please take a few minutes to review the coverages, and call us with any changes or questions that you may have at the following number:

Phone: (888) 661-3938

Travelers Service Center is open Monday – Friday, 8:00 a.m. – 8:00 PM EST

If you experience a loss and/or need to report a claim, please contact the ***Travelers Claim Line*** directly at ***1-800-238-6225.*** Claim representatives are available 24 hours a day, 7 days a week.

Travelers is providing the peace of mind and stability that over half a million American business owners rely on every day. We are glad to be providing you with the thorough protection and superior service that your business deserves.

If you have other policies with Travelers, the policy paper may be mailed to you under separate cover.

Sincerely,

Travelers Service Center

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2018

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

FISHER BROWN BOTTRELL INSURANCE INC
19 W GARDEN ST STE 300
PENSACOLA, FL 32502
(888) 661-3938

002518, A++, XV

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (888) 872-8921
E-MAIL ADDRESS: Service.center@travelers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : THE PHOENIX INSURANCE COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ARTEL, INC.
P.O. BOX 704
PENSACOLA, FL 32591

COVERAGES **CERTIFICATE NUMBER:** 981881254501271 **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		660-445N4851-18	08/01/2018	08/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

APPROVED
By Bob Dye at 1:41 pm, Apr 16, 2019

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED – MANAGER OR LESSOR OF PREMISES CG 20 11 FOR THE FOLLOWING LOCATION: 223 PALAFOX PLACE, PENSACOLA, FL 32502

CERTIFICATE HOLDER

ESCAMBIA COUNTY
ROBERT DYE, RISK MGR
POST OFFICE BOX 1591
PENSACOLA, FL 32597-1591

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 Misty Ruckelman

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Name on Policy: ARTEL, INC.

Policy Term: 08-01-18 to 08-01-19

Policy Coverage	Policy Number
MULTI-PERIL	445N4851

Travelers Claim Action Line (800) 238-6225
Representatives available 24 hours a day, 7 days a week.

Name on Policy: ARTEL, INC.

Policy Term: 08-01-18 to 08-01-19

Policy Coverage	Policy Number
MULTI-PERIL	445N4851

Travelers Claim Action Line (800) 238-6225
Representatives available 24 hours a day, 7 days a week.

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Policy Term: 08-01-18 to 08-01-19

Policy Coverage	Policy Number
MULTI-PERIL	445N4851

Travelers Claim Action Line (800) 238-6225
Representatives available 24 hours a day, 7 days a week.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16119 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Pitney Bowes Digital Mailing System Lease - Mass Transit Department
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pitney Bowes Digital Mailing System Lease Agreement, State of Florida Contract #44102100-17-1 - Mike Crittenden, Mass Transit Department Director

That the Board 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 Mass Transit Department for 60 months at the monthly cost of $26.97.

[Funding Source: Fund 104, Mass Transit Fund, Cost Center 211216]

BACKGROUND:

The current lease agreement for the digital mailing system used by Mass Transit has expired and in order to continue to use the digital mailing system, a new lease is required.

If the new Lease Agreement is approved by the Board, it is anticipated that the new equipment will be installed by the end of May 2019.

BUDGETARY IMPACT:

Funds are budgeted in Fund 104, Mass Transit Fund, Cost Center 211216.

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior 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

---

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

ESCAMBIA COUNTY TRANS SYST

Tax ID # (FEIN/TIN)

Sold-To: Address

1515 W FAIRFIELD DR, PENSACOLA, FL, 32501-1103, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
COLETTE WIEDEMAN	8505953228	0011184012

Bill-To: Address

1515 W FAIRFIELD DR, PENSACOLA, FL, 32501-1103, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
COLETTE WIEDEMAN	8505953228	0011184012	cjwiedeman@co.escambia.fl.us

Ship-To: Address

1515 W FAIRFIELD DR, PENSACOLA, FL, 32501-1103, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
COLETTE WIEDEMAN	8505953228	0011184012

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	MAILSTATION	Mailstation2
	F90I	Basic Installation and Training
1	K7M0	K7M0 - Mailstation2 Meter
1	M0L5	Mailstation2 with 5lb Scale and 10 Accts
1	PB-4000-US	SmartLink: LVM WiFi/LAN analytics device
1	SJK7	SoftGuard for Mailstation2
1	STDSLA	Standard SLA-Equipment Service Agreement (for Mailstation2)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 26.97**	**$ 80.91**

Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

©2017 Pitney Bowes Inc. All rights reserved.
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 http://www.pb.com/state-and-local-government-solutions/states/florida for the applicable software terms.

44102100-17-1
State/Entity's Contract#

Lessee Signature	Pitney Bowes Signature
Lumon J. May Print Name	Print Name
Chairman Title	Title
Date	Date
LJMAY@myescambia.com Email Address	

Sales Information

Rhonda Beam	rhonda.beam@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-02-2019

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See Pitney Bowes Terms for additional terms and conditions

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16092 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Surplus and Sale of County-Owned Real Property Located at 39 North Cypress Street
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 39 North Cypress Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 39 North Cypress Street, shown below:

A. Authorize the County Attorney's Office to take such necessary actions to evict occupants of County-owned property, if occupied;

B. Declare surplus the Board's real property located at 39 North Cypress Street, located in District 5, Account #: 12-3553-140, Reference #: 02-4N-33-4400-005-300, Property Appraiser's current assessed value: $684;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

BACKGROUND:

The County-owned lot located at 39 North Cypress Street escheated to the County on December 17, 2015. The sale of the parcel will be set at the Property Appraiser's current value, in accordance with Section 46.134 of the Escambia County Code of Ordinances.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Section 46.134

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Information Package - 39 N Cypress Street (Walnut Hill)

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	024N334400005300
Account:	123553140
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	39 N CYPRESS ST 32568
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$684	$0	$684	$684
2017	$684	$0	$684	$684
2016	$684	$0	$684	$684

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/17/2015	7450	1572	$100	TD	View Instr
08/1994	3737	265	$1,500	QC	View Instr

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

2018 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT A PT ON E LI OF CYPRESS ST 1326 FT W AND 826 9/10 FT N OF SE COR OF SEC E PARL TO S LI OF SEC 138...

Extra Features

None

Parcel Information

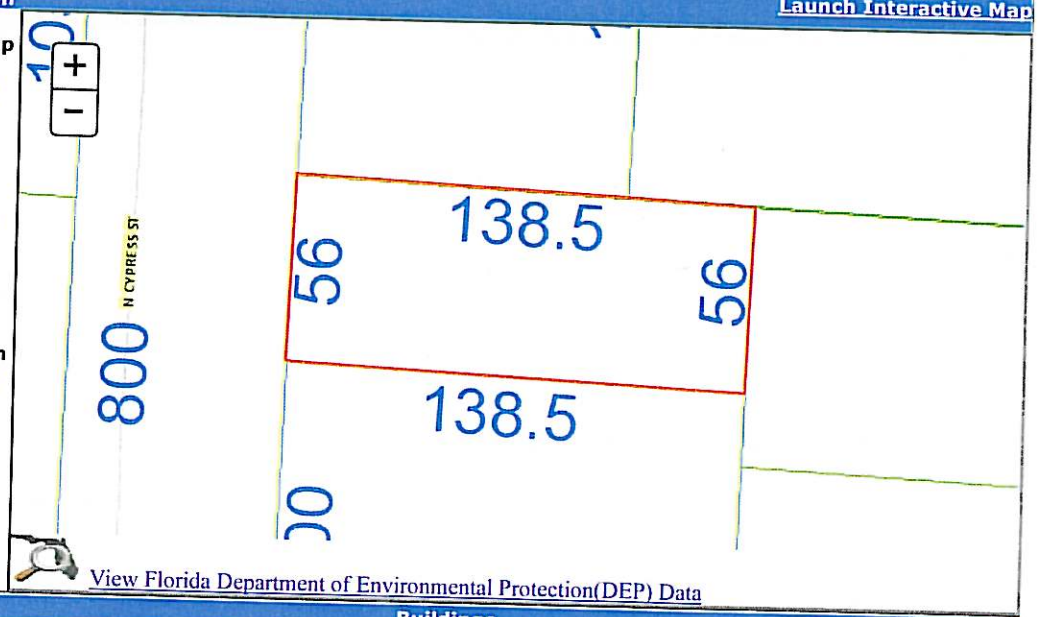
Launch Interactive Map

Section Map Id: 02-4N-33-2

Approx. Acreage: 0.1800

Zoned: RMU

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

2/24/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

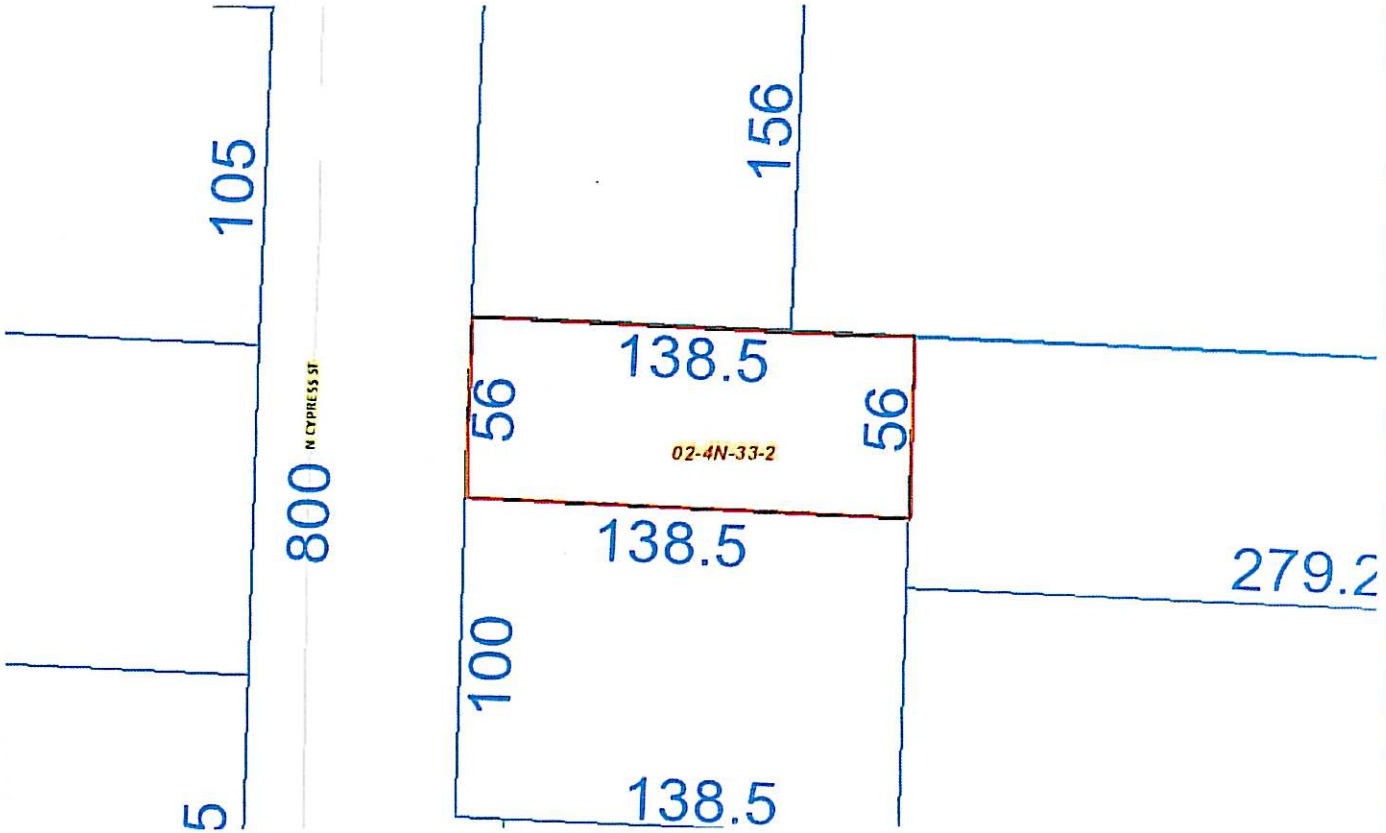
Last Updated:04/29/2019 (tc.7085)

Chris Jones - Escambia County Property Appraiser

Account: 123553140
Refno: 024N334400005300
OName1: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs: 39 N CYPRESS ST
LastSale: 12/17/2015
LastSalePr: 100
DORCd: VACANT RESIDENTIAL
acreage: 0.1800
BldCnt: 0
TotHeatArea: 0
SecMapId: 02-4N-33-2
ComplexType:
ComplexDscr:
Zoned: RMU
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 1
Schools: BRATT|ERNEST WARD|NORTHVIEW

Street View

2/24/14



Printed: 4/29/2019 10:28:53 AM

Chris Jones - Escambia County Property Appraiser

Account: 123553140
Refno: 024N334400005300
OName1: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs: 39 N CYPRESS ST
LastSale: 12/17/2015
LastSalePr: 100
DORCd: VACANT RESIDENTIAL
acreage: 0.1800
BldCnt: 0
TotHeatArea: 0
SecMapId: 02-4N-33-2
ComplexType:
ComplexDscr:
Zoned: RMU
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 1
Schools: BRATT|ERNEST WARD|NORTHVIEW

Street View

2/24/14

Printed: 4/29/2019 10:32:47 AM

Escambia County, FL - Address Search

39 N CYPRESS ST

Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

Parcel Site Address:	39 N CYPRESS ST
Parcel Ref (link to Property Appraiser):	02-4N-33-4400-005-300
Tax Collector ID (link to Tax Collector):	123553140
Commission District:	5
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32568 (Note: Must be verified with USPS)
Water Franchise:	WALNUT HILL WATER WORKS, INC.
Elementary School Zone:	Bratt (Note: Must be verified with the ECSD)
Middle School Zone:	Ernest Ward (Note: Must be verified with the ECSD)
High School Zone:	Northview (Note: Must be verified with the ECSD)
Voting Precinct:	11
Polling Place:	Walnut Hill Community Center (Note: Must be verified with the ECSOE)
Mosquito Spray Area:	57

Emergency Management Report

No

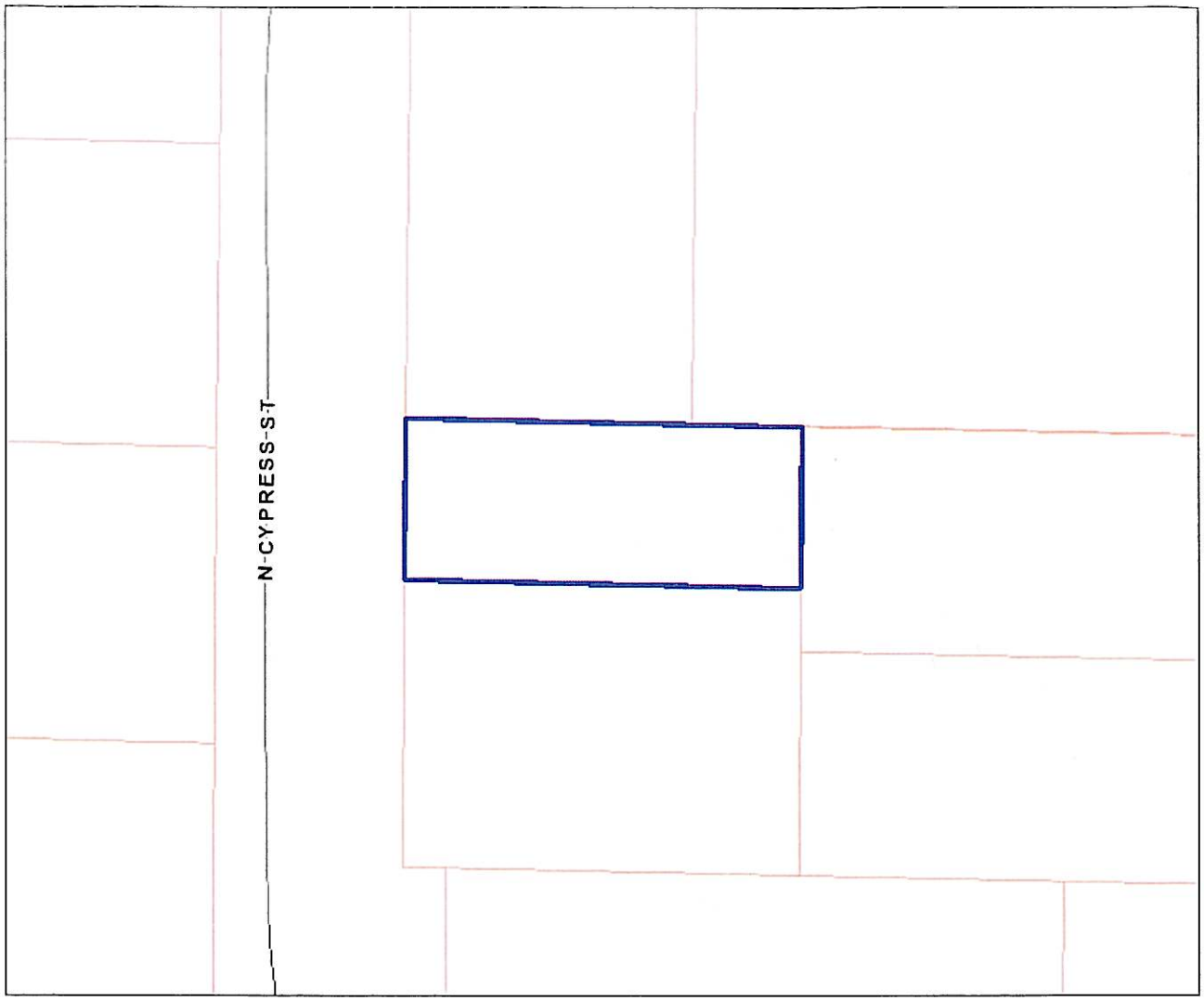
Hurricane Evacuation Zone:	
Special Flood Hazard Area:	X
DFIRM Panel:	12033C0020G
Base Flood Elevation:	Not Available
Wind Zone:	125
Fire District:	WALNUT HILL - 15

Topographical Report

Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	POARCH-TROUP-MUCKALEE COMPLEX, RAVINES, 1 TO 12 PERCENT SLOPES
Drainage Basin:	BRUSHY CREEK
Drainage Basin Number:	XVIII

Land Use Report	
Zoning:	RMU
Future Land Use 2030:	RC
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image



Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For each real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	**39 N Cypress Street (Walnut Hill)**
Reference:	**02-4N-33-4400-005-300**
PA Assessed Value:	**$684**
Zoning:	**RMU**
FLU 2030:	**RC**
Acreage:	**0.1800**
CRA District	**None**
Commission District	**5**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment	X			
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Commission District	**5**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division	X		J Wall	
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division	X			
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency	X			
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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FLU 2030:	**RC**
Acreage:	**0.1800**
CRA District	**None**
Commission District	**5**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management	XX		Bob Dye	Not needed
Risk Management	XX		Bob Dye	Not needed
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

Checklist –For Sale of County-Owned Property

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County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description			Joseph Barrett Digitally signed by Joseph Barrett DN: cn=Joseph Barrett, o=Escambia County, ou=Survey, email=barrettjm@myescambia.com, c=US Date: 2019.02.07 11:30:49 -06'00'	22' discrepancy in the original deed and the Escheated deed.
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

Checklist –For Sale of County-Owned Property

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Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation	✓			
Office of Management & Budget				
County Attorney – Legal issues				

Tara D. Cannon

From: Daniel Maddox <dmaddox@escpa.org>
Sent: Thursday, April 25, 2019 2:11 PM
To: Tara D. Cannon
Cc: William Hoynacki
Subject: RE: 22' Discrepancy in the Legal Description between the original deed & the escheated deed - 39 N Cypress Street
Attachments: scan0029.pdf

Hi Ms. Cannon,

The original size of the lot per the deed was 138.50' X 78' for 02-4N-31-4400-005-300 (12-3553-140). In 2007 the south 22' of that property was transferred by our office to 02-4N-31-4400-003-300 (12-3553-130) per a split/combo request that we received. Resulting in the current size shown on our maps and tax roll legal of 138.50' X 56'.

I have attached the supporting documents.

Let me know if there is anything else you need help with.

Best Regards,

Daniel Maddox, CFE
GIS/Appraisal Supervisor

Chris Jones, CFA
221 Palafox Place, Ste 300
Pensacola, FL 32502
Phone 850-434-2735
Fax 850-435-9526

From: William Hoynacki
Sent: Thursday, April 18, 2019 7:38 AM
To: Daniel Maddox <dmaddox@escpa.org>
Subject: FW: 22' Discrepancy in the Legal Description between the original deed & the escheated deed - 39 N Cypress Street

Dan please review and make contact with Ms. Cannon and let her know you will be reviewing. Thanks and have a great day –Happy Birthday!!

From: Tara D. Cannon [mailto:tdcannon@myescambia.com]
Sent: Wednesday, April 17, 2019 4:59 PM
To: William Hoynacki <whoynacki@escpa.org>
Cc: Tara D. Cannon <tdcannon@myescambia.com>
Subject: 22' Discrepancy in the Legal Description between the original deed & the escheated deed - 39 N Cypress Street

Good Afternoon Mr. Hoynaki,

The property located at 39 N Cypress Street in Walnut Hill escheated to the County on 12/17/2015.

Someone has approached the County with interest in purchasing this parcel; however, in my departmental review for need our surveyor discovered that there was a 22' discrepancy in the legal description of the original deed and the escheated deed. I spoke with Emily in the Clerk's office and she provided me with a copy of the Tax Collector's Certification, which contained the same legal that is currently on your website (and on the escheated deed). I am trying to determine whether at some point the 22' was cut out or deeded to someone else. I would very much appreciate it if you or someone in your office could assist with this matter.

For your convenient reference, I have attached the following documents:

1. Checklist – For Sale of County-Owned Property with comments noted by Joe Barrett of the 22' discrepancy
2. Escheated Deed dated 12/17/2015 (shows 56 ft)
3. Quit Claim Deed dated 8/17/1994 (shows 78 ft)
4. Tax Collector's Certification (shows 56 ft)

If I can be of further assistance please advise.
Thank you for your time and consideration in this regard.

Have a great day!

Tara D. Cannon
Office of Management & Budget Services
Property Division
221 Palafox Place, Suite 440
Pensacola, FL 32502
Phone: (850) 595-4996
Fax: (850) 595-4810
Email: tdcannon@myescambia.com

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

ESCAMBIA COUNTY PROPERTY APPRAISER

4/25/2019

Account: 12-3553-140 **Roll Year:** 2006

Reference Number
02-4N-33-4400-005-300

HX	W	WR	DI	DAV	EX	SR	CITY
	0	0					

Owner(s) and Mailing Address
ENGLISH YURMONICKE QUIVETTE
HALE RODNEY
4433 NORTHWEST RD NE
LELAND NC
28451-8832

Legal Description

50000 BEG AT A PT ON E LI OF
51000 826 9/10 FT N OF SE COR OF
52000 138 50/100 FT S 78 FT W
53000 CYPRESS ST N ALG E LI OF
54000 OR 3737 P 265

CYPRESS ST 1326 FT W AND
SEC E PARL TO S LI OF SEC
138 50/100 FT TO E LI OF
CYPRESS ST 78 FT TO POB

ESCAMBIA COUNTY PROPERTY APPRAISER

4/25/2019

Account: 12-3553-140 **Roll Year:** 2007

Reference Number
02-4N-33-4400-005-300

HX	W	WR	DI	DAV	EX	SR	CITY
	0	0					

Owner(s) and Mailing Address
ENGLISH YURMONICKE QUIVETTE
HALE RODNEY
4433 NORTHWEST RD NE
LELAND NC
28451-8832

Legal Description

50000 BEG AT A PT ON E LI OF
51000 826 9/10 FT N OF SE COR OF
52000 138 50/100 FT S 56 FT W
53000 CYPRESS ST N ALG E LI OF
54000 OR 3737 P 265

CYPRESS ST 1326 FT W AND
SEC E PARL TO S LI OF SEC
138 50/100 FT TO E LI OF
CYPRESS ST 56 FT TO POB

ESCAMBIA COUNTY PROPERTY APPRAISER

4/25/2019

Account: 12-3553-130 **Roll Year:** 2006

Reference Number
02-4N-33-4400-003-300

HX	W	WR	DI	DAV	EX	SR	CITY
6	0	0					

Owner(s) and Mailing Address
FORD MILDRED A
35 N CYPRESS ST
MCDAVID FL
32568

Legal Description

50000 BEG 1326 FT W AND 670 9/10
51000 E LI OF CYPRESS ST 78 FT E
52000 50/100 FT S 78 FT W 138
53000 OR 3641 P 317

FT N OF SE COR OF SEC N ALG
PARL TO S LI OF SEC 138
50/100 FT TO POB
OR 5516 P 924

ESCAMBIA COUNTY PROPERTY APPRAISER

4/25/2019

Account: 12-3553-130 **Roll Year:** 2007

Reference Number
02-4N-33-4400-003-300

HX	W	WR	DI	DAV	EX	SR	CITY
6	0	0					

Owner(s) and Mailing Address
FORD MILDRED A
35 N CYPRESS ST
MCDAVID FL
32568

Legal Description

50000	BEG 1326 FT W AND 670 9/10
51000	E LI OF CYPRESS ST 100 FT E
52000	50/100 FT S 100 FT W 138
53000	OR 3641 P 317
54000	OR 6133 P 1460/1462

FT N OF SE COR OF SEC N ALG
PARL TO S LI OF SEC 138
50/100 FT TO POB
OR 5516 P 924

ACTN I CHK ACCOUNT NO. 12 3553 140 YEAR 2007 DATE 070307 TIME 074914
CHECK SLIP ADDED

OWNER: ENGLISH YURMONICKE QUIVETTE HALE RODNEY

CONTACT: PHONE NO.

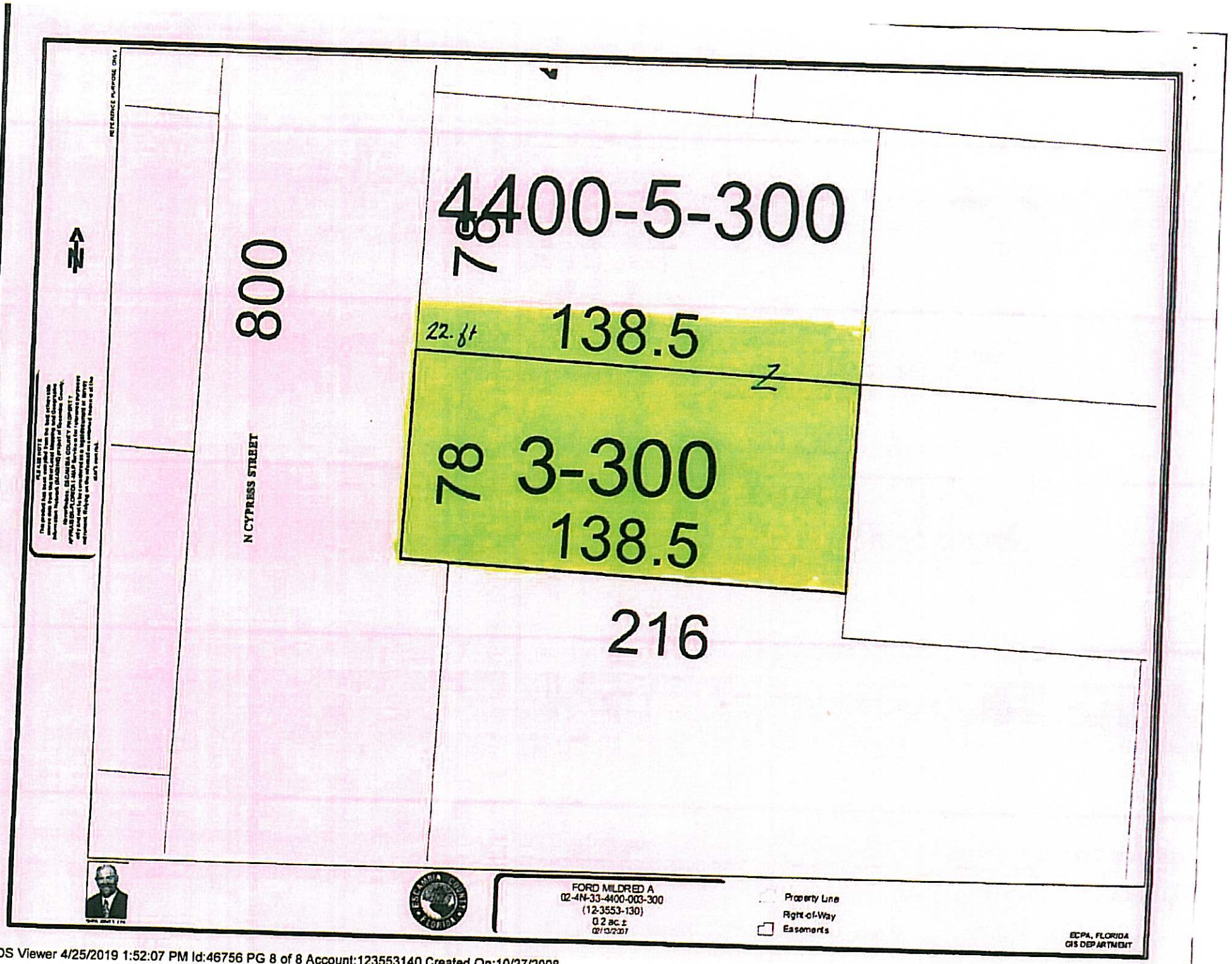
COMPLAINT OR ACTION NEEDED:

REQUEST BY DEBBY COOPER PRESENT VALUE 24380 NEW VALUE

DEPT	* TO/DATE *	* FINISH/DATE/BY		DEPT	* TO/DATE *	* FINISH/DATE/BY	
ADMIN				COMM			
DEEDS	_	_	.000	P.I.	_	_	.000
FIELD	_	_	.000	TPP	_	_	.000
LAND	_	_	.000	DATA	_	_	.000
HOMEST	_	_	.000	M.NO	_	_	.000
G.I.S. M	7/03/07	_	.000	HD	_	_	.000

ACTION: PO ADDED TO 4400-3-300(12-3553-130)

E & I _ LETTER _ TO: AD2007 MAINT ___ POSTED ___


4400-5-300
78
800
22.8ft
138.5
78 3-300
138.5
216
N CYPRESS STREET
N
REFERENCE PURPOSE ONLY
FORD MILDRED A
02-4N-33-4400-003-300
(12-3553-130)
0.2 ac ±
02/13/2007
Property Line
Right-of-Way
Easements
ESCAMBIA COUNTY FLORIDA
ECPA, FLORIDA
GIS DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16071 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Supplemental Budget Amendment #150 - FWC #18212 - Derelict Vessel Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #150 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #150, Other Grants and Projects Fund (110), in the amount of $8,046, to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC) for FWC #18212 - Derelict Vessel Grant to remove and dispose of an eligible derelict vessel. Total project cost is $10,727 and requires a 25% match of $2,682 and has unanticipated contingency costs of $2,318, which will be provided from Vessel Registration Fees. Natural Resources Management will also provide project management for in-kind match.

BACKGROUND:

On April 16, 2019, the BCC approved the Derelict Vessel Removal Grant from the Florida Fish and Wildlife Conservation Commission (FWC) in the amount of $8,046. Total project cost is $10,727 and requires a 25% match. Escambia County will provide the $2,682 cash match along with an estimated $2,318 for unanticipated contigency costs from Vessel Registration Fees (Fund 110, Cost Center 220807). Natural Resources will also provide project managment for in-kind match and will continue coordination with FWC on all activities associated with the Grant agreement.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of $8,046. There is a $2,682 cash match along with an additional $2,318 requested for unanticipated contingency costs which will be provided from Vessel Registration Fees.

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# 150

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded grant funds from the Florida Fish and Wildlife Conservation Commission (FWC) for FWC #18212 - Derelict Vessel Grant to remove and dispose of one eligible derelict vessel, and these revenues 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, 2019:

Other Grants and Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Derelict Vessels Grant	110	334260	8,046
Total			**$8,046**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/220339	53401	8,046
Total			**$8,046**

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

Lumon J. May, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.04.26 15:23:52 -05'00'

OMB Approved

Supplemental Budget Amendment
150

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16131 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: SBA #152 - Supervisor Of Elections Federal Elections Activity Grant
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #152 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #152, General Fund (001) and Other Grants and Projects Fund (110), in the amount of $35,956, to recognize Grant proceeds from the Florida Department of State - Division of Elections in the amount of $31,266, and to appropriate these funds to be used solely for activities related to Federal Elections. A 15% match or $4,690, is required by the State, and matching funds will come from the Adopted Fiscal Year 2018/2019 Supervisor of Elections Budget to cover this requirement.

BACKGROUND:

Escambia County has received grant funds from the Help America Vote Act, through the Florida Department of State. These funds will be used solely for activities related to Federal Elections by the Escambia County Supervisor of Elections. The grant funding level is based on active registered voters.

BUDGETARY IMPACT:

This amendment will increase Other Grants and Project Fund (110) by $31,266 and decrease General Fund (001) by $4,690.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Fed Elec Grant 2019
SBA#152

MEMORANDUM OF AGREEMENT
FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), an agency of the State of Florida, and David H. Stafford Supervisor of Elections for Escambia County, ("Sub-recipient"). This agreement governs the receipt and use of federal funds as specified herein.

I. Governing Law

Grant funds are made available pursuant to Specific Appropriation 3081, Chapter 2018-9, Laws of Florida to provide funds to the 67 county supervisor of elections offices in the ongoing effort to improve the administration of federal elections. See **Attachment A** for appropriation proviso.

The Department of State is authorized to distribute to all 67 county Supervisors of Elections a sum total of two million dollars ($2,000,000) in non-recurring funds for fiscal year 2018-2019 from the Federal Grants Trust Fund, pursuant to section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401 ("Help America Vote Act Requirements Payments").

II. Scope of Work, Deliverables, Restrictions

A. Scope of Work.

Funds provided under this agreement shall be used for advance payment for allowable expenses to improve the administration of federal elections. Those allowable expenses and the timeline by when requests must be submitted are detailed in Table 1 in subsection B. For additional guidance on allowable and non-allowable expenses, see *DE Guide 0018 - Allowable and Non-Allowable Expenses for HAVA Expenditures – Federal Election Activities Grant.*

B. Deliverables, Minimum Levels of Service, and Financial Consequences

Table 1

Deliverables (1, 2, 3, and/or 4)	Minimum Level of Service	Financial Consequences
1. Federal Election Administration Activities - Voter Education. Examples include: Mailing and publishing of sample ballots Mailing or publishing voter information cards Publishing of voter guides Voting system Demonstrations	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020. No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020, or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds.

	allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit Annual Expenditure Reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.	Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.
2. Federal Election Administration Activities – Poll Worker Training Examples include: Poll worker training stipends Poll worker training materials	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020. No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit Annual Expenditure Reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds. Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.

	and/or products purchased, used and/or implemented.	
3. Federal Election Administration Activities – Standardizing Election Results Reporting Examples include: Software or hardware technology that enhances or facilitates the reporting of election results	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020. No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit Annual Expenditure reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds. Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.
4. Federal Election Administration Activities - Other Federal Election Administration Activities, as approved in advance by the Department of State. Examples include:	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020.	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the

MOVE Act implementation and maintenance; Software or hardware technology that enhances or facilitates the delivery of vote-by-mail ballots, casting and counting of valid votes, voting systems audits or recounts, or the certification of accurate and complete election results.	No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit annual expenditure reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a final expenditure report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.	Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds. Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.

C. Request and Disbursement Process

The Department shall distribute to each eligible Sub-recipient upon request and submission of a completed grant application a minimum payment amount of five thousand dollars ($5,000) plus a proportional amount based on the voting age population in the Sub-recipient's county. See **Attachment B.** The amount per county is based on the aggregated remaining amount of the total grant for the 67 Sub-recipients divided by the total number of voting age population for the State in the most recent decennial census and then multiplied by the respective county's voting age population.

To receive funds, the Sub-recipient shall submit a complete grant application no later than June 1, 2019, using the Department of State's Online Grants Program at https://www.dosgrants.com. The application must contain a description of the plan to be implemented. If a county has remaining funds from one or more prior federal election activities grant distributions, as part of their application for 2018-2019 funds, the sub-recipient shall provide an explanation as to why those funds have yet to be expended.

Additionally, before the Sub-recipient may receive funds, the Sub-recipient must submit the following:

1. *A* completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", and attached hereto as **Attachment C**. [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]

2. A completed "Certificate of Equipment for Casting and Counting Ballots" (DS-DE 135, Effective 8/16), attached hereto as **Attachment D**. This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

3. A completed "Matching Funds Certification" (DS-DE 127), attached hereto as **Attachment E.** The form certifies that the county governing body shall provide addition matching funds in an amount equal to fifteen percent (15%) of the amount to be received from the state. If the county governing body fails to appropriate the matching funds, the Supervisor must return to the Department all funds received under this agreement.

D. Reporting

The Sub-recipient must submit an annual expenditure report that includes supporting documentation evidencing allowable expenses no later than July 31, 2019 and again on July 31, 2020. The Sub-recipient must provide a final expenditure report including submitting supporting documentation evidencing allowable expenses no later than December 31, 2020 and written confirmation that all remaining previously distributed grant funds remaining were expended first. Supporting documentation shall include invoices, canceled checks, purchase orders, vendor contracts, sample publications, and other records that detail the services or products provided and the costs of such services and/or products. Documentation must account for all expenditures made from grant funds awarded under this agreement. Documentation must also provide details regarding matching funds and any interest earned. Failure to submit the report may result in immediate notice to return all funds, including any interest accrued. Any funds determined not to be expended in accordance with this agreement shall be returned, including any interest earned, to the Department within 30 days of written notice. All funds returned shall revert to the Federal Grants Trust Fund.

Using the Form DS-DE 129, the Sub-recipient shall report annually to the Department any unspent funds remaining on June 30 of each fiscal year. The Sub-recipient shall submit the annual report no later than July 31 of every year until funds are fully expended, or returned, whichever is earlier.

E. Restrictions

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations, but this does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the Department the funds, not otherwise expended for allowable costs, including any interest earned during the term of this agreement.

The Sub-recipient must establish and maintain the grant funds in an interest bearing account in a "qualified public depository" as defined by section 280.02(26), Florida Statutes. The Sub-recipient must segregate the funds in a separate account established to hold only such funds. Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a Public Deposit Identification and Acknowledgement Form.
- The submission each year by November 30th of a Public Depositor Annual Report to the Chief Financial Officer (DFS-J1-1009)

For more information refer to the Department of Financial Services Collateral Management for Governmental Units webpage or contact the Program Administrator at 850-413-3167.

III. Payments

The Sub-recipient is encouraged to use electronic funds transfer (EFT) to receive payment as an alternative to receipt of payment by warrant. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts.

IV. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient, as indicated on **Attachment F**, may be subject to monitoring, audits and reporting requirements herein.

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see Part B "Audits") monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Sub-recipient agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

B. Audits

1. *Federally Funded Audits (*OMB Circular A-133, as revised in supplemental 2017.)

In the event that the Sub-recipient expends $750,000 or more in Federal awards in its fiscal year, the Sub-recipient **is required to** have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Sub-recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit conducted by the Auditor General must satisfy the requirements of Subpart E of OMB Circular A-133, as revised. In connection with the audit requirements the Sub-recipient shall fulfill the responsibilities of an auditee as provided in Subpart C of OMB Circular A-133, as revised.

If the Sub-recipient expends less than $750,000 in Federal awards in its fiscal year, an audit **is not required.** The Sub-recipient, however, must make records available for review or audit upon request by appropriate officials of U.S. Election Assistance Commission, the Department, and the General Accounting Office (GAO). If the Sub-recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., resources obtained from other than Federal entities).

2. *Other audits*

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action.

The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

Additional guidance to state and federal monitoring and auditing requirements may be found at http://www.eac.gov.

C. Audit Reporting

Copies of financial reporting packages as described in Subpart C- Auditees, section ____.320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Sub-recipient pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

Department of State *Division of Elections* *R.A. Gray Bldg., Ste 316* *500 S. Bronough St.* *Tallahassee, FL* *32399-0250*	*Department of State* *Office of Inspector General* *R.A. Gray Bldg., Rm. 406* *500 S. Bronough Street* *Tallahassee, FL* *32399-0250*	*Auditor General's Office* *Claude Pepper Bldg.* *111 West Madison St.* *Tallahassee, FL* *32399-1450*	*Federal Audit Clearinghouse* *Bureau of the Census* *1201 East 10th St.* *Jeffersonville, IN* *47130*

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with OMB Circular A-133, the Florida Statutes, and/or Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable . The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Sub-recipient received the reporting package.

V. Record Retention

The Sub-recipient shall keep and maintain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement. The Sub-recipient shall retain these records for five fiscal years in accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General, or three years after the date an audit report is issued, whichever is later. The Sub-recipient shall allow the Department or its designee, CFO, or Auditor General access to such records, including access to the audit working papers upon request.

VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections/Sub-recipient

Signature: _____

Name and Title: David H. Stafford
Escambia County Supervisor of Elections

Address: 213 Palafox Place, 2 floor
Pensacola Florida 32502

County FEID No. 59-6000598

Witness: Kellie A Zeberka

Date: 4-25-19

By Department of State, Division of Elections

Signature: _____

Name and Title: _____

Address: R.A. Gray Building
500 S. Bronough Street, Ste. 316
Tallahassee, Florida 32399

Witness: _____

Date: _____

COPY ATTACHMENT D of MOA 2018-2019-0003

Certificate of Equipment for Casting and Counting Ballots

We, David H. Stafford, Supervisor of Elections and Lumon J. May Chairperson of Board of County Commissioners, of Escambia County, Florida, do hereby certify that prior to the receipt and use of fiscal year 2018-2019 HAVA funds for the purchase of State-approved or certified (whichever is applicable) emerging or enhancing software or hardware technology as allowable per Attachment A, the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors for the next regularly scheduled general election. If the Florida Department of State determines that there is insufficient equipment for casting and counting ballots for the next regularly scheduled general election as herein certified, we shall return the HAVA funds that were used to purchase other emerging or enhancing software and hardware technology to the State.

Supervisor of Elections
David H. Stafford

4/25/19
Date

Chairman, Board of County Commissioners
Lumon J. May

Date

Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 4-29-19

DS-DE 135
Revised 6/18

COPY

ATTACHMENT E of MOA 2018-2019-0003

Certificate
County Match to Federal Grant Trust Funds under the Help America Vote Act

I, Lumon J. May, Chairman of the Board of County Commissioners of Escambia County, Florida, do hereby certify that the Board of County Commissioners shall provide the county Supervisor of Elections a minimum 15% county match* to the total amount that the county Supervisor of Elections may request and receive from the State in FY 2018-19. The Board shall appropriate an amount equal to or greater than $4,689.93. I understand that if the Board fails to appropriate the matching funds, all funds received from the State for this grant during the 2018-2019 state fiscal year, including interest, will be required to be returned to the Department of State and shall revert to the Federal Grant Trust Funds.

Chairman, Board of County Commissioners
Lumon J. May

Date

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA
Date: 4-29-19

*See Attachment B to Memorandum of Agreement for Calculation

DS-DE 127
Revised 09/2018

ATTACHMENT A to MOA # 2018-2019-0003

3081 SPECIAL CATEGORIES
GRANTS AND AIDS - FEDERAL ELECTION ACTIVITIES (HELP AMERICA VOTE ACT)
FROM FEDERAL GRANTS TRUST FUND . . . $2,000,000

Funds in Specific Appropriation 3081 shall be distributed to county supervisors of elections to be used for election administration activities such as voter education; pollworker training; standardizing elections results reporting; or other federal election administrative activities as approved by the Department of State.

County supervisors of elections will receive funds only after providing the Department of State a detailed description of the programs that will be implemented. Funds distributed to county supervisors of elections require a certification from the county that matching funds will be provided in an amount equal to fifteen percent of the amount to be received from the state.

Also, before a county supervisor of elections receives funds for any software or hardware technology, including, but not limited to, any emerging technology that enhances or facilitates the delivery of absentee ballots, the casting and counting of valid votes, voting system audits or recount processes, and the certification of accurate and complete official election results, the software or technology must first be certified or approved, whichever is applicable, by the Department of State. Additionally, before the supervisor can receive funds for emerging or enhancing technology, the county supervisor of elections and the chairperson of the county governing body must certify that the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors including reducing the wait time at the polls during the early voting period and on election day for the next regularly scheduled general election.

To be eligible, a county must segregate federal funds and required county matching dollars in a separate account established to hold only such funds. Funds in this account must be used only for the activities for which the funds were received. Funds shall remain in the account to be used for the same purposes for subsequent years or until such funds are expended. Supervisors of elections shall report to the Department of State any unspent funds remaining on June 30 of each fiscal year.

ATTACHMENT B to MOA 2018-2019-0003

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS

County Allocation of Help America Vote Act Funds - Federal Election Administration Activities - FY 2018-2019

County	Voting Age Population (2010 Census)	Amount - Federal Election Activities Funds Minimum Payment	Amount - Federal Election Activities Funds Voting Age Population	Amount - Federal Election Activities Funds Minimum + Per population	Amount - 15% Match By County Funds
Alachua	203,051	$ 5,000.00	$ 22,844.44	$ 27,844.44	$ 4,176.67
Baker	20,068	$ 5,000.00	$ 2,257.77	$ 7,257.77	$ 1,088.67
Bay	131,776	$ 5,000.00	$ 14,825.58	$ 19,825.58	$ 2,973.84
Bradford	22,885	$ 5,000.00	$ 2,574.70	$ 7,574.70	$ 1,136.20
Brevard	435,690	$ 5,000.00	$ 49,017.71	$ 54,017.71	$ 8,102.66
Broward	1,356,717	$ 5,000.00	$ 152,638.72	$ 157,638.72	$ 23,645.81
Calhoun	11,493	$ 5,000.00	$ 1,293.03	$ 6,293.03	$ 943.95
Charlotte	137,100	$ 5,000.00	$ 15,424.56	$ 20,424.56	$ 3,063.68
Citrus	118,842	$ 5,000.00	$ 13,370.43	$ 18,370.43	$ 2,755.56
Clay	140,695	$ 5,000.00	$ 15,829.02	$ 20,829.02	$ 3,124.35
Collier	258,873	$ 5,000.00	$ 29,124.75	$ 34,124.75	$ 5,118.71
Columbia	52,338	$ 5,000.00	$ 5,888.34	$ 10,888.34	$ 1,633.25
DeSoto	27,027	$ 5,000.00	$ 3,040.70	$ 8,040.70	$ 1,206.10
Dixie	13,278	$ 5,000.00	$ 1,493.85	$ 6,493.85	$ 974.08
Duval	660,749	$ 5,000.00	$ 74,338.19	$ 79,338.19	$ 11,900.73
Escambia	233,465	$ 5,000.00	$ 26,266.20	$ 31,266.20	$ 4,689.93
Flagler	76,660	$ 5,000.00	$ 8,624.71	$ 13,624.71	$ 2,043.71
Franklin	9,579	$ 5,000.00	$ 1,077.69	$ 6,077.69	$ 911.65
Gadsden	35,184	$ 5,000.00	$ 3,958.41	$ 8,958.41	$ 1,343.76
Gilchrist	13,308	$ 5,000.00	$ 1,497.23	$ 6,497.23	$ 974.58
Glades	10,467	$ 5,000.00	$ 1,177.60	$ 6,177.60	$ 926.64
Gulf	13,289	$ 5,000.00	$ 1,495.09	$ 6,495.09	$ 974.26
Hamilton	11,886	$ 5,000.00	$ 1,337.25	$ 6,337.25	$ 950.59
Hardee	20,056	$ 5,000.00	$ 2,256.42	$ 7,256.42	$ 1,088.46
Hendry	28,254	$ 5,000.00	$ 3,178.74	$ 8,178.74	$ 1,226.81
Hernando	138,620	$ 5,000.00	$ 15,595.57	$ 20,595.57	$ 3,089.34
Highlands	80,814	$ 5,000.00	$ 9,092.05	$ 14,092.05	$ 2,113.81
Hillsborough	935,018	$ 5,000.00	$ 105,195.08	$ 110,195.08	$ 16,529.26
Holmes	15,645	$ 5,000.00	$ 1,760.16	$ 6,760.16	$ 1,014.02
Indian River	112,076	$ 5,000.00	$ 12,609.22	$ 17,609.22	$ 2,641.38
Jackson	39,839	$ 5,000.00	$ 4,482.12	$ 9,482.12	$ 1,422.32
Jefferson	12,013	$ 5,000.00	$ 1,351.53	$ 6,351.53	$ 952.73
Lafayette	7,085	$ 5,000.00	$ 797.10	$ 5,797.10	$ 869.57
Lake	235,311	$ 5,000.00	$ 26,473.88	$ 31,473.88	$ 4,721.08
Lee	497,885	$ 5,000.00	$ 56,015.02	$ 61,015.02	$ 9,152.25
Leon	221,514	$ 5,000.00	$ 24,921.64	$ 29,921.64	$ 4,488.25
Levy	32,172	$ 5,000.00	$ 3,619.54	$ 8,619.54	$ 1,292.93
Liberty	6,588	$ 5,000.00	$ 741.19	$ 5,741.19	$ 861.18
Madison	15,037	$ 5,000.00	$ 1,691.75	$ 6,691.75	$ 1,003.76
Manatee	256,550	$ 5,000.00	$ 28,863.40	$ 33,863.40	$ 5,079.51
Marion	267,117	$ 5,000.00	$ 30,052.25	$ 35,052.25	$ 5,257.84
Martin	120,572	$ 5,000.00	$ 13,565.07	$ 18,565.07	$ 2,784.76
Miami-Dade	1,950,707	$ 5,000.00	$ 219,466.12	$ 224,466.12	$ 33,669.92
Monroe	62,089	$ 5,000.00	$ 6,985.38	$ 11,985.38	$ 1,797.81
Nassau	57,395	$ 5,000.00	$ 6,457.28	$ 11,457.28	$ 1,718.59
Okaloosa	140,434	$ 5,000.00	$ 15,799.66	$ 20,799.66	$ 3,119.95

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David H. Stafford, Escambia County SOE

Name and Title of Authorized Representative

Signature

4/25/19

Date

ED Form GCS-009, 6/88

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

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 Florida Department of State, Division of Elections has allocated Federal Elections Activity Grant funds to Escambia County, these funds must now 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, 2019:

General Fund	1
Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
T-fers from F-001	110	381001	4,690
Federal Elections Activity Grant	110	331105	31,266
Total			$35,956

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Promotional Activities	110/550125	54801	4,690
Other Contractual Services	001/550101	53401	(4,690)
T-fers to F-110	001/110215	59108	4,690
Promotional Activities	110/550125	54801	18,760
Printing and Binding	110/550125	54701	12,506
Total			$35,956

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

Lumon J. May, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.05.06 14:05:15 -05'00'

OMB Approved

Supplemental Budget Amendment
#152

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16106 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Acceptance of a Drainage Easement for the Blueberry Lane Dirt Road Paving and Drainage Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement for the Blueberry Lane Dirt Road Paving and Drainage Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning a Drainage Easement located in the 5000 Block of Barrineau Park School Road, from Mary Nell Wells:

A. Accept the donation of a Drainage Easement (approximately 2,571 square feet), located in the 5000 Block of Barrineau Park School Road, for drainage improvements;

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

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

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

This property is located in Commission District 5.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the

Escambia County Clerk's Office]

BACKGROUND:

The Blueberry Lane Dirt Road Paving and Drainage Improvement Project will address paving approximately 4,230 linear feet of dirt road located in District 5. The existing dirt road runs east off Barrineau Park School Road, makes a 90 degree turn to the south and terminates at a proposed cul-de-sac. The paving and drainage project includes construction of grass swales, crossover pipes, inlets, curb and gutter, signs, sub-base, base, asphalt, and all incidentals associated with these improvements. The donated Drainage Easement will be utilized for drainage improvements.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement was approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, county staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Drainage Easement - Wells

Aerial Map - Blueberry Lane Drainage Easement

Prepared by:
Kara Johnson
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

Blueberry Lane
12-2N-32-2100-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 25th day of April, 2019, by and between Mary Nell Wells, a married woman, whose mailing address is 5815 Forest Ridge Drive, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 12, Township 2N, Range 32 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

GRANTOR FURTHER WARRANTS that the Property is not her homestead as defined by the constitution and laws of the State of Florida.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness _____
Print Name Cooper Saunders

Witness _____
Print Name Kara Johnson

GRANTOR:

_____
Mary Nell Wells

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of April, 2019, by Mary Nell Wells. She ( ) is personally known to me, or (✓) produced current FL Drivers License as identification.

KARA JOHNSON
Notary Public - State of Florida
Commission #GG127515
My Commission Expires
July 24, 2021

(Notary Seal)

_____
Signature of Notary Public

Kara Johnson
_____
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: April 29, 2019

LEGAL DESCRIPTION

20' WIDE DRAINAGE EASEMENT

(PREPARED AT THE REQUEST OF ESCAMBIA COUNTY ENGINEERING DEPT. JAN. 2019)

20' DRAINAGE EASEMENT (AS SHOWN ON EXHIBIT "A") BEING LOCATED ALONG THE EASTERLY PROPERTY LINE OF PARCEL 122N322100000000. THE FULL LEGAL DESCRIPTION AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, T-2-N, R-32-W, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED S86°52'01"E ALONG THE NORTHERLY LINE OF SAID SECTION A DISTANCE OF 4011.19 FEET TO A 4"X4" CONCRETE MONUMENT (I.D. 6499); THENCE PROCEED S02°59'38"W A DISTANCE OF 1521.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE HAVING A RADIUS OF 50.00 FEET, THENCE PROCEED ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 26.73 FEET, A CHORD OF 26.42 FEET AND BEARING N86°41'31"W TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE PROCEED S02°44'20"W A DISTANCE OF 124.00 FEET TO A POINT; THENCE PROCEED N87°15'40"W A DISTANCE OF 20.00 FEET TO A POINT; THENCE PROCEED N02°44'20"E A DISTANCE OF 135.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.10 FEET, A CHORD OF 22.89 FEET AND BEARING S58°08'42"E TO THE POINT OF BEGINNING.

SAID PROPOSED EASEMENT CONTAINING 2571 SQ. FT.

SKETCH NOTES:

1. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
2. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. INFORMATION SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSE ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY; THIS IS A SKETCH FOR A PROPOSED EASEMENT.
4. REFERENCE BEARING: BEING THE NORTHERLY LINE OF SECTION 12, T-2-N, R-32-W, ESCAMBIA COUNTY, FLORIDA. REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD83. AS SHOWN IN EXISTING SURVEY PROVIDED TO SIGMA CONSULTING GROUP BY ESCAMBIA COUNTY.

THE INFORMATION SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.
FOR: SIGMA CONSULTING GROUP INC, SURVEYOR BUSINESS LICENSE NUMBER 8210

4-1-19
DATE

BRADLEY J. ROBERTS, PLS
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 7038
(NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

BRADLEY J. ROBERTS License Number 7038 STATE OF FLORIDA Professional Surveyor and Mapper

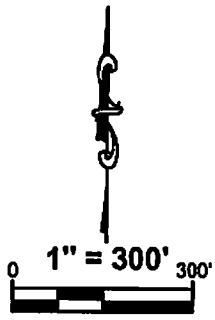
SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

1 of 2	BLUE BERRY LANE LEGAL DESCRIPTION ESCAMBIA COUNTY FLORIDA	20' DRAINAGE EASEMENT	SIGMA CONSULTING GROUP, INC.

EXHIBIT "A"

LEGEND

▨	EASEMENT AREA
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
PG	PAGE
R.O.W.	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING



NORTH LINE
SECTION 12
(REFERENCE BEARING)

S86° 52' 01"E 4011.19'

4" X 4" CONC. MON.
(FOUND - I.D. #6499)

APPROX.
PROPERTY LINE

P.O.C.
NORTHWEST CORNER
SECTION 12, T-2-N, R-32-W
BROKEN-OFF CONCRETE
MONUMENT (PER SURVEY
PROVIDED BY ESCAMBIA COUNTY)

O.R. BOOK 7135
PAGE 1338

REFERENCE: 122N322100000000
ACCOUNT: 122301000
OWNERS: WELLS MARY NELL
O.R. BOOK 6460, PAGE 1052

S2° 59' 38"W 1521.68'

BLUE BERRY LANE
PUBLIC R.O.W.
(WIDTH VARIES)

L=23.10, R=50
Δ=26° 29' 39"
CH=22.89'
CH BEARING=S58° 08' 42"E

P.O.B.

PROPOSED 20' EASEMENT

N2° 44' 20"E 135.14'

S2° 44' 20"W 124.00'

N87° 15' 40"W 20.00'

L=26.73, R=50
Δ=30° 38' 07"
CH=26.42'
CH BEARING=N86° 41' 31"W

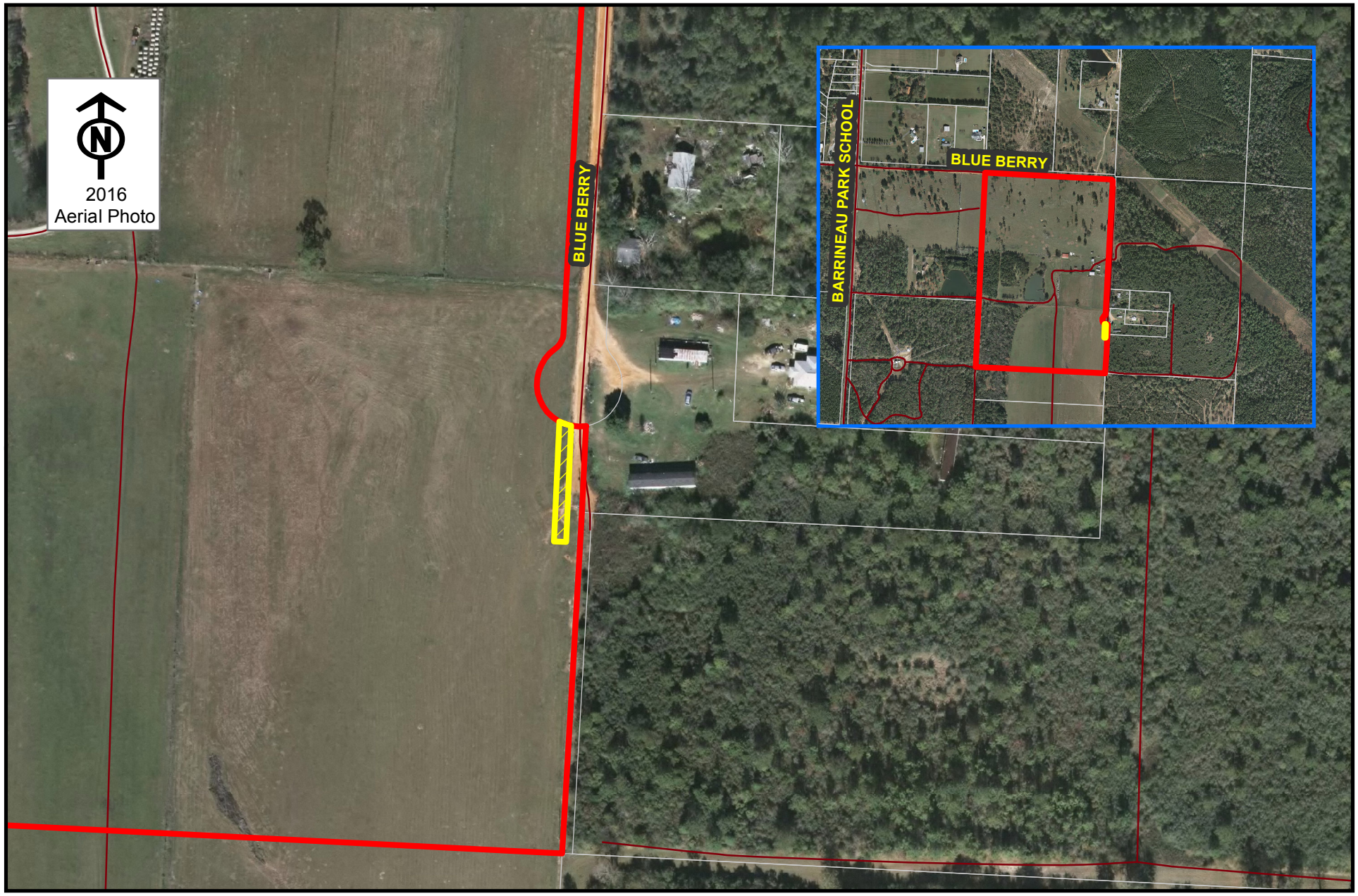
BRADLEY J. ROBERTS
License Number
7038
STATE OF FLORIDA
Professional Surveyor and Mapper

4-1-19

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

2 of 2	BLUE BERRY LANE SKETCH ESCAMBIA COUNTY FLORIDA	20' DRAINAGE EASEMENT	SIGMA CONSULTING GROUP, INC.

Blueberry Lane Dirt Road Paving and Drainage Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 5/1/19 DISTRICT 5

Wells Parcel: 5000 Block Barrineau Park School Road

Drainage Easement Area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16098 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Exchange of County Property on Brickton Road
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Exchange of County Property on Brickton Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the exchange of County property, for property owned by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr., Revocable Trust, dated December 14, 2017:

A. Adopt a Resolution authorizing the exchange of a portion of a County-owned parcel (approximately 2.06 acres), for a portion of a parcel (approximately 3.16 acres), owned by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr., Trust, dated December 14, 2017, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase and Contract for Sale and Purchase;

B. Waive the retention of the fractional interest in the phosphates, minerals, metals, and petroleum in the parcel to be conveyed by the County, in accordance with Section 270.11(3), Florida Statutes;

C. Authorize the payment of documentary stamps because the property is being acquired for public use, which is for the Brickton Road right-of-way, and the public benefits from the exchange by having safer, more efficient traffic flow and improved stormwater drainage; and

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

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

This property exchange is located in District 5.

BACKGROUND:

In 2002, Escambia County paved Brickton Road under the Dirt Road Paving Program. In 2015, an error was discovered in the legal description of what was conveyed to the county versus what was paved as Brickton Road. Mr. Campbell is conveying to the county the area that was actually paved so that the existing paved road is located in the dedicated right-of-way. The county is conveying back to Mr. Campbell the area in the previously-described right-of-way, which is actually located on Mr. Campbell's property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Sale and Purchase and the Contract for Sale and Purchase were approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, county staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the executed Warranty Deed will be recorded in the public records of Escambia County, Florida.

Attachments

Resolution

Agreement for Sale and Purchase

Contract for Sale and Purchase
Aerial Map Brickton
Brickton Survey

RESOLUTION R2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE EXCHANGE OF CERTAIN REAL PROPERTY WITH CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR., REVOCABLE TRUST DATED DECEMBER 14, 2017, AND JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, a political subdivision of the State of Florida (the County), owns certain real property (the County Property) more particularly described in the attached Exhibits A and C; and

WHEREAS, the County Property is not needed for County purposes; and

WHEREAS, Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr., Revocable Trust dated December 14, 2017, (Campbell) owns certain real property (Campbell Property) more particularly described in the attached Exhibit B; and

WHEREAS, the parties have agreed that Campbell will convey the Campbell Property in exchange for conveyance of the County Property to Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr., Revocable Trust dated December 14, 2017 and Jarrod Benton Campbell and Samantha Elaine Campbell; and

WHEREAS, such an exchange of property is authorized by Section 125.37, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County to authorize and approve the proposed exchange under the terms and conditions set forth herein.

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

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

Section 2. The property exchange between the County and Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr., Revocable Trust dated December 14, 2017, and Jarrod Benton Campbell and Samantha Elaine Campbell is authorized and

approved in accordance with the terms of the Agreement for Sale and Purchase and Contract for Sale and Purchase attached to this Resolution as Exhibit D.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 6, 2019

EXHIBIT A

LEGAL DESCRIPTION: ESCAMBIA COUNTY TO CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017

PARCEL "A"

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY.

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 69°02'57"E, 419.47') AN ARC DISTANCE OF 423.80 FEET TO A POINT LYING ON THE WEST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 40.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 51 MINUTES 40 SECONDS, (CHORD BEARING, DISTANCE = S 69°27'45"W, 284.43') AN ARC DISTANCE OF 286.16 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 137.98 FEET TO A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 03 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 62°52'01"W, 238.58') AN ARC DISTANCE OF 239.36 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 33 MINUTES 47 SECONDS WEST A DISTANCE OF 350.68 FEET TO THE POINT OF BEGINNING. CONTAINING (40,100.78 SQ.FT.) 0.92 ACRE MORE OR LESS.

AND ALSO: PARCEL "B"

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG

THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 77°19'26"E, 653.40') AN ARC DISTANCE OF 670.49 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 255.64 FEET TO A POINT LYING ON THE EAST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY AND TO THE POINT OF BEGINNING; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST A DISTANCE OF 692.43 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 07 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'33"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 48 MINUTES 01 SECONDS EAST A DISTANCE OF 33.93 FEET; THENCE GO SOUTH 02 DEGREES 26 MINUTES 33 SECONDS WEST A DISTANCE OF 8.23 FEET; THENCE GO SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 182.69 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 25 SECONDS, (CHORD BEARING, DISTANCE = S 85°15'23" W, 217.58') AN ARC DISTANCE OF 219.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 688.99 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST A DISTANCE OF 33.18 FEET TO THE POINT OF BEGINNING. CONTAINING (32,215.58 SQ.FT.) 0.74 ACRE MORE OR LESS.

Exhibit B

LEGAL DESCRIPTION: CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017 TO ESCAMBIA COUNTY

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
(PARCEL 1)

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE THROUGH A CENTRAL ANGLE OF 43 DEGREES 21 MINUTES 32 SECONDS, (CHORD BEARING, DISTANCE = N 76°31'02"E, 630.98') AN ARC DISTANCE OF 646.40 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 59 MINUTES 00 SECONDS EAST A DISTANCE OF 971.81 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'27"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 47 MINUTES 55 SECONDS EAST A DISTANCE OF 297.19 FEET; THENCE GO SOUTH 02 DEGREES 56 MINUTES 19 SECONDS WEST A DISTANCE OF 43.82 FEET TO THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED); THENCE ALONG SAID CENTERLINE SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 268.36 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = S 75°24'27"W, 366.30') AN ARC DISTANCE OF 376.87 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 59 MINUTES 00 SECONDS WEST A DISTANCE OF 948.07 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTH EASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 40 DEGREES 29 MINUTES 12 SECONDS, (CHORD BEARING, DISTANCE = S 78°46'24"W, 519.01') AN ARC DISTANCE OF 529.97 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 48 SECONDS WEST A DISTANCE OF 456.61 FEET; THENCE GO SOUTH 50 DEGREES 29 MINUTES 35 SECONDS WEST A DISTANCE OF 744.90 FEET TO THE POINT OF BEGINNING CONTAINING (137,590 SQ.FT.) 3.16 ACRES MORE OR LESS.

Exhibit C

LEGAL DESCRIPTION: ESCAMBIA COUNTY TO JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL

PARCEL 3:

THAT PORTION OF THE JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL PROPERTY, TAX NUMBER 27-3N-31-2000-000 -004 AS RECORDED IN O.R. BOOK 7590, AT PAGE 1395 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 43 MINUTES 44 SECONDS, (CHORD BEARING, DISTANCE = N 75°42'08"E, 608.34') AN ARC DISTANCE OF 622.00 FEET TO A POINT; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 130.56 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO NORTH 03°03'44" EAST A DISTANCE OF 40.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED SOUTHERLY THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 59 SECONDS, (CHORD BEARING, DISTANCE = S 88°27'36"E, 245.83') AN ARC DISTANCE OF 246.68 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR 255.64 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 33.18 FEET; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 259.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 37 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 89°42'20" W, 242.73') AN ARC DISTANCE OF 243.80 FEET TO THE POINT OF BEGINNING. CONTAINING (17,281 SQ.FT.) 0.40 ACRES MORE OR LESS.

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement), is entered into this _____ day of _____, 2019, between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017, whose address is 10391 Old Dairy Lane, Pensacola, Florida 32534 and Jerrod Benton Campbell and Samantha Elaine Campbell, whose address is 1000 Brickton Road, Molino, Florida 32577 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of the real property described in the attached Exhibits A and C (the Property); and

WHEREAS, at duly advertised meetings of the Board of County Commissioners on _____, Seller approved the sale of the Property to Buyer in exchange for conveyance of the property described in the attached Exhibit B, and

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

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

1. Agreement to Sell and Purchase. This Agreement is being executed in conjunction with that certain Contract for Sale and Purchase between the parties for the conveyance of the property described in the attached Exhibit B. Seller agrees to sell and Buyer agrees to buy the real property and improvements more particularly described in the attached Exhibits A and C (Property) upon the terms and conditions stated in this Agreement; Seller shall convey the property described in Exhibit A to Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017 and the property described in Exhibit C to Jerrod Benton Campbell and Samantha Elaine Campbell.

2. Purchase Price and Method of Payment. The Seller shall convey the Property to Buyer in exchange for conveyance from Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017, of the property described in the attached Exhibit B, which the parties agree has a value of $255.67.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement

entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 9 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

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

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

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

6. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

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

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

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

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

8. 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.

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

a. Ad valorem real property taxes and assessments for the year 2019 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

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

10. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents

reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 90 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

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

SELLER	BUYER	
X	____	Deed Documentary Stamps
____	X	Survey, if any
X	____	Recording (Deed)
____	X	Title Insurance, if any
____	X	Structural and Environmental Inspections, if any
____	X	Real Estate Professional Fee or Commission, if any

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

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

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

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

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the

Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

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

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

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

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

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

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

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

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

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

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

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, FL 32502

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

TO THE BUYER:
Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017
10391 Old Dairy Lane
Pensacola, FL 32534

Jerrod Benton Campbell
Samantha Elaine Campbell
1000 Brickton Road
Molino, FL 32577

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

BUYER:

Witness _____

Print Name _____

Witness _____

Print Name _____

_____
Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017. He (_) is personally known to me, (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

Witness _____

Print Name _____

Witness _____ **Jerrod Benton Campbell**

Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jerrod Benton Campbell, who (_) is personally known to me, (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

Witness _____

Print Name _____

Witness _____

Print Name _____

_____
Samantha Elaine Campbell

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Samantha Elaine Campbell, who (_) is personally known to me, (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION: ESCAMBIA COUNTY TO CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017

PARCEL "A"

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY.

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 69°02'57"E, 419.47') AN ARC DISTANCE OF 423.80 FEET TO A POINT LYING ON THE WEST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 40.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 51 MINUTES 40 SECONDS, (CHORD BEARING, DISTANCE = S 69°27'45"W, 284.43') AN ARC DISTANCE OF 286.16 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 137.98 FEET TO A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 03 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 62°52'01"W, 238.58') AN ARC DISTANCE OF 239.36 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 33 MINUTES 47 SECONDS WEST A DISTANCE OF 350.68 FEET TO THE POINT OF BEGINNING. CONTAINING (40,100.78 SQ.FT.) 0.92 ACRE MORE OR LESS.

AND ALSO: PARCEL "B"

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG

THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 77°19'26"E, 653.40') AN ARC DISTANCE OF 670.49 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 255.64 FEET TO A POINT LYING ON THE EAST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY AND TO THE POINT OF BEGINNING; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST A DISTANCE OF 692.43 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 07 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'33"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 48 MINUTES 01 SECONDS EAST A DISTANCE OF 33.93 FEET; THENCE GO SOUTH 02 DEGREES 26 MINUTES 33 SECONDS WEST A DISTANCE OF 8.23 FEET; THENCE GO SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 182.69 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 25 SECONDS, (CHORD BEARING, DISTANCE = S 85°15'23" W, 217.58') AN ARC DISTANCE OF 219.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 688.99 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST A DISTANCE OF 33.18 FEET TO THE POINT OF BEGINNING. CONTAINING (32,215.58 SQ.FT.) 0.74 ACRE MORE OR LESS.

Exhibit B

LEGAL DESCRIPTION: CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017 TO ESCAMBIA COUNTY

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
(PARCEL 1)

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE THROUGH A CENTRAL ANGLE OF 43 DEGREES 21 MINUTES 32 SECONDS, (CHORD BEARING, DISTANCE = N 76°31'02"E, 630.98') AN ARC DISTANCE OF 646.40 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 59 MINUTES 00 SECONDS EAST A DISTANCE OF 971.81 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'27"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 47 MINUTES 55 SECONDS EAST A DISTANCE OF 297.19 FEET; THENCE GO SOUTH 02 DEGREES 56 MINUTES 19 SECONDS WEST A DISTANCE OF 43.82 FEET TO THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED); THENCE ALONG SAID CENTERLINE SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 268.36 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = S 75°24'27"W, 366.30') AN ARC DISTANCE OF 376.87 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 59 MINUTES 00 SECONDS WEST A DISTANCE OF 948.07 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTH EASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 40 DEGREES 29 MINUTES 12 SECONDS, (CHORD BEARING, DISTANCE = S 78°46'24"W, 519.01') AN ARC DISTANCE OF 529.97 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 48 SECONDS WEST A DISTANCE OF 456.61 FEET; THENCE GO SOUTH 50 DEGREES 29 MINUTES 35 SECONDS WEST A DISTANCE OF 744.90 FEET TO THE POINT OF BEGINNING CONTAINING (137,590 SQ.FT.) 3.16 ACRES MORE OR LESS.

Exhibit C

LEGAL DESCRIPTION: ESCAMBIA COUNTY TO JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL

PARCEL 3:

THAT PORTION OF THE JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL PROPERTY, TAX NUMBER 27-3N-31-2000-000 -004 AS RECORDED IN O.R. BOOK 7590, AT PAGE 1395 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 43 MINUTES 44 SECONDS, (CHORD BEARING, DISTANCE = N 75°42'08"E, 608.34') AN ARC DISTANCE OF 622.00 FEET TO A POINT; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 130.56 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO NORTH 03°03'44" EAST A DISTANCE OF 40.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED SOUTHERLY THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 59 SECONDS, (CHORD BEARING, DISTANCE = S 88°27'36"E, 245.83') AN ARC DISTANCE OF 246.68 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR 255.64 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 33.18 FEET; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 259.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 37 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 89°42'20" W, 242.73') AN ARC DISTANCE OF 243.80 FEET TO THE POINT OF BEGINNING. CONTAINING (17,281 SQ.FT.) 0.40 ACRES MORE OR LESS.

CONTRACT FOR SALE AND PURCHASE

THIS IS A CONTRACT for Sale and Purchase (Contract), between Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017, whose address is 10391 Old Dairy Lane, Pensacola, Florida 32534 (Seller), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502, (Buyer).

1. AGREEMENT. This Contract is being executed in conjunction with that certain Agreement for Sale and Purchase between the parties for the conveyance of property described in the attached Exhibit A and Exhibit C. Seller agrees to sell and Buyer agrees to buy the real property and improvements more particularly described in the attached Exhibit B (Property) upon the terms and conditions stated in this Contract. Approval authorizing this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. PURCHASE PRICE; PAYMENT. The Seller shall convey the Property to Buyer as described in attached Exhibit B (which the parties agree has a value of $255.67) in exchange for Buyer's conveyance of the Property(ies) described in the attached Exhibit A (which the parties agree has a value of $134.31) and Exhibit C (which the parties agree has a value of $542.03).

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (Effective Date) of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within 30 days from the Effective Date of the Contract, Buyer shall examine title to the Property. If title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing and specify the defects. If the defects render title unmarketable, Seller has 120 days from receipt of Buyer's notice to remove the defects. Seller shall, if title is found to be unmarketable, use diligent effort to correct the defects in title within the time provided in the Contract. If Seller is unsuccessful in removing the defects within the time provided in the Contract, Buyer may accept title as it then stands or terminate the Contract.

5. ENVIRONMENTAL ASSESSMENT. Buyer may procure a Phase I Environmental Site Assessment of the property from a firm decided by Buyer. Buyer may terminate this agreement if the Site Assessment Report shows the environmental status of the property to be in a condition unacceptable to prudent buyers and lenders.

6. SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been

furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanics liens exceptions. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

7. DOCUMENTS FOR CLOSING. Buyer's attorney must prepare and furnish all documents for closing including, but not limited to, the Contract for Sale and Purchase, Satisfaction of Conditions Precedent to Closing, Seller's Affidavit, Settlement Statement, Warranty Deed and Public Disclosure of Interest Form required by Section 286.23, Florida Statutes.

8. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Buyer); Title Insurance (Buyer); Document Preparation Fee (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Costs to cure title defects and encumbrances (Seller).

9. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

10. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

11. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

12. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents delivered to Buyer at the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502.

13. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed in accordance with a settlement statement signed by both parties.

14. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest

earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

15. ATTORNEY FEES; COSTS. In connection with any litigation arising out of the Contract, each party is responsible for its own attorneys' fees and costs.

16. SURVIVAL. It is understood and agreed that all representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

17. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

18. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

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

20. OTHER AGREEMENTS. Except as noted herein, no prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

21. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, FL 32502

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

TO THE BUYER:
Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017
10391 Old Dairy Lane
Pensacola, FL 32534

22. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

23. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases or subordination from any mortgage or existing leases.

24. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

25. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

26. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives have the right of access to the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

27. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

28. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

29. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

(Seal)

SELLER:

Witness _____
Print Name _____

Witness _____
Print Name _____

_____
Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017. He (_) is personally known to me, or (_) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION: ESCAMBIA COUNTY TO CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017

PARCEL "A"

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY.

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 69°02'57"E, 419.47') AN ARC DISTANCE OF 423.80 FEET TO A POINT LYING ON THE WEST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 40.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 51 MINUTES 40 SECONDS, (CHORD BEARING, DISTANCE = S 69°27'45"W, 284.43') AN ARC DISTANCE OF 286.16 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 137.98 FEET TO A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 03 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 62°52'01"W, 238.58') AN ARC DISTANCE OF 239.36 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 33 MINUTES 47 SECONDS WEST A DISTANCE OF 350.68 FEET TO THE POINT OF BEGINNING. CONTAINING (40,100.78 SQ.FT.) 0.92 ACRE MORE OR LESS.

AND ALSO: PARCEL "B"

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG

THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 77°19'26"E, 653.40') AN ARC DISTANCE OF 670.49 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 255.64 FEET TO A POINT LYING ON THE EAST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY AND TO THE POINT OF BEGINNING; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST A DISTANCE OF 692.43 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 07 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'33"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 48 MINUTES 01 SECONDS EAST A DISTANCE OF 33.93 FEET; THENCE GO SOUTH 02 DEGREES 26 MINUTES 33 SECONDS WEST A DISTANCE OF 8.23 FEET; THENCE GO SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 182.69 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 25 SECONDS, (CHORD BEARING, DISTANCE = S 85°15'23" W, 217.58') AN ARC DISTANCE OF 219.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 688.99 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST A DISTANCE OF 33.18 FEET TO THE POINT OF BEGINNING. CONTAINING (32,215.58 SQ.FT.) 0.74 ACRE MORE OR LESS.

Exhibit B

LEGAL DESCRIPTION: CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017 TO ESCAMBIA COUNTY

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
(PARCEL 1)

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE THROUGH A CENTRAL ANGLE OF 43 DEGREES 21 MINUTES 32 SECONDS, (CHORD BEARING, DISTANCE = N 76°31'02"E, 630.98') AN ARC DISTANCE OF 646.40 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 59 MINUTES 00 SECONDS EAST A DISTANCE OF 971.81 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'27"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 47 MINUTES 55 SECONDS EAST A DISTANCE OF 297.19 FEET; THENCE GO SOUTH 02 DEGREES 56 MINUTES 19 SECONDS WEST A DISTANCE OF 43.82 FEET TO THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED); THENCE ALONG SAID CENTERLINE SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 268.36 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = S 75°24'27"W, 366.30') AN ARC DISTANCE OF 376.87 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 59 MINUTES 00 SECONDS WEST A DISTANCE OF 948.07 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTH EASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 40 DEGREES 29 MINUTES 12 SECONDS, (CHORD BEARING, DISTANCE = S 78°46'24"W, 519.01') AN ARC DISTANCE OF 529.97 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 48 SECONDS WEST A DISTANCE OF 456.61 FEET; THENCE GO SOUTH 50 DEGREES 29 MINUTES 35 SECONDS WEST A DISTANCE OF 744.90 FEET TO THE POINT OF BEGINNING CONTAINING (137,590 SQ.FT.) 3.16 ACRES MORE OR LESS.

Exhibit C

LEGAL DESCRIPTION: ESCAMBIA COUNTY TO JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL

PARCEL 3:

THAT PORTION OF THE JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL PROPERTY, TAX NUMBER 27-3N-31-2000-000 -004 AS RECORDED IN O.R. BOOK 7590, AT PAGE 1395 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 43 MINUTES 44 SECONDS, (CHORD BEARING, DISTANCE = N 75°42'08"E, 608.34') AN ARC DISTANCE OF 622.00 FEET TO A POINT; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 130.56 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO NORTH 03°03'44" EAST A DISTANCE OF 40.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED SOUTHERLY THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 59 SECONDS, (CHORD BEARING, DISTANCE = S 88°27'36"E, 245.83') AN ARC DISTANCE OF 246.68 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR 255.64 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 33.18 FEET; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 259.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 37 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 89°42'20" W, 242.73') AN ARC DISTANCE OF 243.80 FEET TO THE POINT OF BEGINNING. CONTAINING (17,281 SQ.FT.) 0.40 ACRES MORE OR LESS.

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement), is entered into this _____ day of _____, 2019, between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017, whose address is 10391 Old Dairy Lane, Pensacola, Florida 32534 and Jerrod Benton Campbell and Samantha Elaine Campbell, whose address is 1000 Brickton Road, Molino, Florida 32577 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of the real property described in the attached Exhibits A and C (the Property); and

WHEREAS, at duly advertised meetings of the Board of County Commissioners on _____, Seller approved the sale of the Property to Buyer in exchange for conveyance of the property described in the attached Exhibit B, and

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

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

1. Agreement to Sell and Purchase. This Agreement is being executed in conjunction with that certain Contract for Sale and Purchase between the parties for the conveyance of the property described in the attached Exhibit B. Seller agrees to sell and Buyer agrees to buy the real property and improvements more particularly described in the attached Exhibits A and C (Property) upon the terms and conditions stated in this Agreement; Seller shall convey the property described in Exhibit A to Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017 and the property described in Exhibit C to Jerrod Benton Campbell and Samantha Elaine Campbell.

2. Purchase Price and Method of Payment. The Seller shall convey the Property to Buyer in exchange for conveyance from Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017, of the property described in the attached Exhibit B, which the parties agree has a value of $255.67.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement

entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 9 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

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

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

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

6. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

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

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

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

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

8. 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.

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

a. Ad valorem real property taxes and assessments for the year 2019 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

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

10. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents

reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 90 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

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

SELLER	BUYER	
X	____	Deed Documentary Stamps
____	X	Survey, if any
X	____	Recording (Deed)
____	X	Title Insurance, if any
____	X	Structural and Environmental Inspections, if any
____	X	Real Estate Professional Fee or Commission, if any

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

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

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

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

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the

Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

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

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

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

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

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

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

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

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

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

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

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, FL 32502

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

TO THE BUYER:
Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017
10391 Old Dairy Lane
Pensacola, FL 32534

Jerrod Benton Campbell
Samantha Elaine Campbell
1000 Brickton Road
Molino, FL 32577

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 8, 2019

BUYER:

Witness Traci Redwine

Print Name Traci Redwine

Witness Cathy Lyn Douglas

Print Name Cathy Lyn Douglas

Cleveland Rufus Campbell, Sr.

Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9 day of April, 2019, by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017. He (X) is personally known to me, (_) produced current _____ as identification.

Alice M. Bennett

Signature of Notary Public

Alice M. Bennett
Printed Name of Notary Public

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
Alice M. Bennett
Commission # GG078565
Expires: June 5, 2021
Bonded thru Aaron Notary

Witness Trudy M. Campbell

Print Name Trudy M. Campbell

Witness Ciara Ann Campbell

Print Name Ciara Ann Campbell

Jerrod Benton Campbell

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of March, 2019, by Jerrod Benton Campbell, who (X) is personally known to me, (_) produced current _____ as identification.

Signature of Notary Public

Alice M. Bennett
Commission # GG076565
Expires: June 9, 2021
Bonded thru Aaron Notary

Printed Name of Notary Public

(Notary Seal)

Witness Ciara Ann Campbell

Print Name Ciara Ann Campbell

Witness Trudy M. Campbell

Print Name Trudy M. Campbell

Samantha Elaine Campbell
Samantha Elaine Campbell

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of March, 2019, by Samantha Elaine Campbell, who (X) is personally known to me, (_) produced current _____ as identification.

Alice M. Bennett
Signature of Notary Public

Alice M. Bennett
Commission # GG076565
Expires: June 8, 2021
Bonded thru Aaron Notary
Printed Name of Notary Public

(Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION: ESCAMBIA COUNTY TO CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017

PARCEL "A"

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY.

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 69°02'57"E, 419.47') AN ARC DISTANCE OF 423.80 FEET TO A POINT LYING ON THE WEST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 40.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 51 MINUTES 40 SECONDS, (CHORD BEARING, DISTANCE = S 69°27'45"W, 284.43') AN ARC DISTANCE OF 286.16 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 137.98 FEET TO A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 03 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 62°52'01"W, 238.58') AN ARC DISTANCE OF 239.36 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 33 MINUTES 47 SECONDS WEST A DISTANCE OF 350.68 FEET TO THE POINT OF BEGINNING. CONTAINING (40,100.78 SQ.FT.) 0.92 ACRE MORE OR LESS.

AND ALSO: PARCEL "B"

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG

THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 77°19'26"E, 653.40') AN ARC DISTANCE OF 670.49 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 255.64 FEET TO A POINT LYING ON THE EAST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY AND TO THE POINT OF BEGINNING; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST A DISTANCE OF 692.43 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 07 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'33"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 48 MINUTES 01 SECONDS EAST A DISTANCE OF 33.93 FEET; THENCE GO SOUTH 02 DEGREES 26 MINUTES 33 SECONDS WEST A DISTANCE OF 8.23 FEET; THENCE GO SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 182.69 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 25 SECONDS, (CHORD BEARING, DISTANCE = S 85°15'23" W, 217.58') AN ARC DISTANCE OF 219.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 688.99 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST A DISTANCE OF 33.18 FEET TO THE POINT OF BEGINNING. CONTAINING (32,215.58 SQ.FT.) 0.74 ACRE MORE OR LESS.

Exhibit B

LEGAL DESCRIPTION: CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017 TO ESCAMBIA COUNTY

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
(PARCEL 1)

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE THROUGH A CENTRAL ANGLE OF 43 DEGREES 21 MINUTES 32 SECONDS, (CHORD BEARING, DISTANCE = N 76°31'02"E, 630.98') AN ARC DISTANCE OF 646.40 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 59 MINUTES 00 SECONDS EAST A DISTANCE OF 971.81 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'27"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 47 MINUTES 55 SECONDS EAST A DISTANCE OF 297.19 FEET; THENCE GO SOUTH 02 DEGREES 56 MINUTES 19 SECONDS WEST A DISTANCE OF 43.82 FEET TO THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED); THENCE ALONG SAID CENTERLINE SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 268.36 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = S 75°24'27"W, 366.30') AN ARC DISTANCE OF 376.87 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 59 MINUTES 00 SECONDS WEST A DISTANCE OF 948.07 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTH EASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 40 DEGREES 29 MINUTES 12 SECONDS, (CHORD BEARING, DISTANCE = S 78°46'24"W, 519.01') AN ARC DISTANCE OF 529.97 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 48 SECONDS WEST A DISTANCE OF 456.61 FEET; THENCE GO SOUTH 50 DEGREES 29 MINUTES 35 SECONDS WEST A DISTANCE OF 744.90 FEET TO THE POINT OF BEGINNING CONTAINING (137,590 SQ.FT.) 3.16 ACRES MORE OR LESS.

Exhibit C

LEGAL DESCRIPTION: ESCAMBIA COUNTY TO JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL

PARCEL 3:

THAT PORTION OF THE JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL PROPERTY, TAX NUMBER 27-3N-31-2000-000 -004 AS RECORDED IN O.R. BOOK 7590, AT PAGE 1395 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 43 MINUTES 44 SECONDS, (CHORD BEARING, DISTANCE = N 75°42'08"E, 608.34') AN ARC DISTANCE OF 622.00 FEET TO A POINT; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 130.56 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO NORTH 03°03'44" EAST A DISTANCE OF 40.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED SOUTHERLY THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 59 SECONDS, (CHORD BEARING, DISTANCE = S 88°27'36"E, 245.83') AN ARC DISTANCE OF 246.68 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR 255.64 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 33.18 FEET; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 259.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 37 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 89°42'20" W, 242.73') AN ARC DISTANCE OF 243.80 FEET TO THE POINT OF BEGINNING. CONTAINING (17,281 SQ.FT.) 0.40 ACRES MORE OR LESS.

CONTRACT FOR SALE AND PURCHASE

THIS IS A CONTRACT for Sale and Purchase (Contract), between Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017, whose address is 10391 Old Dairy Lane, Pensacola, Florida 32534 (Seller), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502, (Buyer).

1. AGREEMENT. This Contract is being executed in conjunction with that certain Agreement for Sale and Purchase between the parties for the conveyance of property described in the attached Exhibit A and Exhibit C. Seller agrees to sell and Buyer agrees to buy the real property and improvements more particularly described in the attached Exhibit B (Property) upon the terms and conditions stated in this Contract. Approval authorizing this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. PURCHASE PRICE; PAYMENT. The Seller shall convey the Property to Buyer as described in attached Exhibit B (which the parties agree has a value of $255.67) in exchange for Buyer's conveyance of the Property(ies) described in the attached Exhibit A (which the parties agree has a value of $134.31) and Exhibit C (which the parties agree has a value of $542.03).

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (Effective Date) of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within 30 days from the Effective Date of the Contract, Buyer shall examine title to the Property. If title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing and specify the defects. If the defects render title unmarketable, Seller has 120 days from receipt of Buyer's notice to remove the defects. Seller shall, if title is found to be unmarketable, use diligent effort to correct the defects in title within the time provided in the Contract. If Seller is unsuccessful in removing the defects within the time provided in the Contract, Buyer may accept title as it then stands or terminate the Contract.

5. ENVIRONMENTAL ASSESSMENT. Buyer may procure a Phase I Environmental Site Assessment of the property from a firm decided by Buyer. Buyer may terminate this agreement if the Site Assessment Report shows the environmental status of the property to be in a condition unacceptable to prudent buyers and lenders.

6. SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been

furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanics liens exceptions. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

7. DOCUMENTS FOR CLOSING. Buyer's attorney must prepare and furnish all documents for closing including, but not limited to, the Contract for Sale and Purchase, Satisfaction of Conditions Precedent to Closing, Seller's Affidavit, Settlement Statement, Warranty Deed and Public Disclosure of Interest Form required by Section 286.23, Florida Statutes.

8. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Buyer); Title Insurance (Buyer); Document Preparation Fee (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Costs to cure title defects and encumbrances (Seller).

9. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

10. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

11. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

12. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents delivered to Buyer at the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502.

13. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed in accordance with a settlement statement signed by both parties.

14. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest

earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

15. ATTORNEY FEES; COSTS. In connection with any litigation arising out of the Contract, each party is responsible for its own attorneys' fees and costs.

16. SURVIVAL. It is understood and agreed that all representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

17. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

18. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

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

20. OTHER AGREEMENTS. Except as noted herein, no prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

21. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, FL 32502

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

TO THE BUYER:
Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017
10391 Old Dairy Lane
Pensacola, FL 32534

22. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

23. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases or subordination from any mortgage or existing leases.

24. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

25. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

26. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives have the right of access to the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

27. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

28. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

29. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty
Date: May 8, 2019

(Seal)

SELLER:

Witness Cathy Lyn Douglas
Print Name Cathy Lyn Douglas

Witness Traci Redwine
Print Name Traci Redwine

Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr. Revocable Trust dated December 14, 2017. He (X) is personally known to me, or (_) has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public
Alice M. Bennett
Commission # GG076565
Expires: June 5, 2021
Bonded thru Aaron Notary

(Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION: ESCAMBIA COUNTY TO CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017

PARCEL "A"

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY.

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 69°02'57"E, 419.47') AN ARC DISTANCE OF 423.80 FEET TO A POINT LYING ON THE WEST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 40.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 51 MINUTES 40 SECONDS, (CHORD BEARING, DISTANCE = S 69°27'45"W, 284.43') AN ARC DISTANCE OF 286.16 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 137.98 FEET TO A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 03 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 62°52'01"W, 238.58') AN ARC DISTANCE OF 239.36 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 33 MINUTES 47 SECONDS WEST A DISTANCE OF 350.68 FEET TO THE POINT OF BEGINNING. CONTAINING (40,100.78 SQ.FT.) 0.92 ACRE MORE OR LESS.

AND ALSO: PARCEL "B"

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG

THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVE CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 50 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 77°19'26"E, 653.40') AN ARC DISTANCE OF 670.49 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 255.64 FEET TO A POINT LYING ON THE EAST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY AND TO THE POINT OF BEGINNING; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST A DISTANCE OF 692.43 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 07 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'33"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 48 MINUTES 01 SECONDS EAST A DISTANCE OF 33.93 FEET; THENCE GO SOUTH 02 DEGREES 26 MINUTES 33 SECONDS WEST A DISTANCE OF 8.23 FEET; THENCE GO SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 182.69 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 25 SECONDS, (CHORD BEARING, DISTANCE = S 85°15'23" W, 217.58') AN ARC DISTANCE OF 219.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 688.99 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST A DISTANCE OF 33.18 FEET TO THE POINT OF BEGINNING. CONTAINING (32,215.58 SQ.FT.) 0.74 ACRE MORE OR LESS.

Exhibit B

LEGAL DESCRIPTION: CLEVELAND RUFUS CAMPBELL, SR., INDIVIDUALLY AND AS TRUSTEE OF THE CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST DATED DECEMBER 14, 2017 TO ESCAMBIA COUNTY

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
(PARCEL 1)

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE THROUGH A CENTRAL ANGLE OF 43 DEGREES 21 MINUTES 32 SECONDS, (CHORD BEARING, DISTANCE = N 76°31'02"E, 630.98') AN ARC DISTANCE OF 646.40 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 59 MINUTES 00 SECONDS EAST A DISTANCE OF 971.81 FEET TO A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 424.31 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = N 75°24'27"E, 339.87') AN ARC DISTANCE OF 349.68 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 51 DEGREES 47 MINUTES 55 SECONDS EAST A DISTANCE OF 297.19 FEET; THENCE GO SOUTH 02 DEGREES 56 MINUTES 19 SECONDS WEST A DISTANCE OF 43.82 FEET TO THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED); THENCE ALONG SAID CENTERLINE SOUTH 51 DEGREES 47 MINUTES 55 SECONDS WEST A DISTANCE OF 268.36 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 457.31 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 47 DEGREES 13 MINUTES 05 SECONDS, (CHORD BEARING, DISTANCE = S 75°24'27"W, 366.30') AN ARC DISTANCE OF 376.87 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 59 MINUTES 00 SECONDS WEST A DISTANCE OF 948.07 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTH EASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 40 DEGREES 29 MINUTES 12 SECONDS, (CHORD BEARING, DISTANCE = S 78°46'24"W, 519.01') AN ARC DISTANCE OF 529.97 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 48 SECONDS WEST A DISTANCE OF 456.61 FEET; THENCE GO SOUTH 50 DEGREES 29 MINUTES 35 SECONDS WEST A DISTANCE OF 744.90 FEET TO THE POINT OF BEGINNING CONTAINING (137,590 SQ.FT.) 3.16 ACRES MORE OR LESS.

Exhibit C

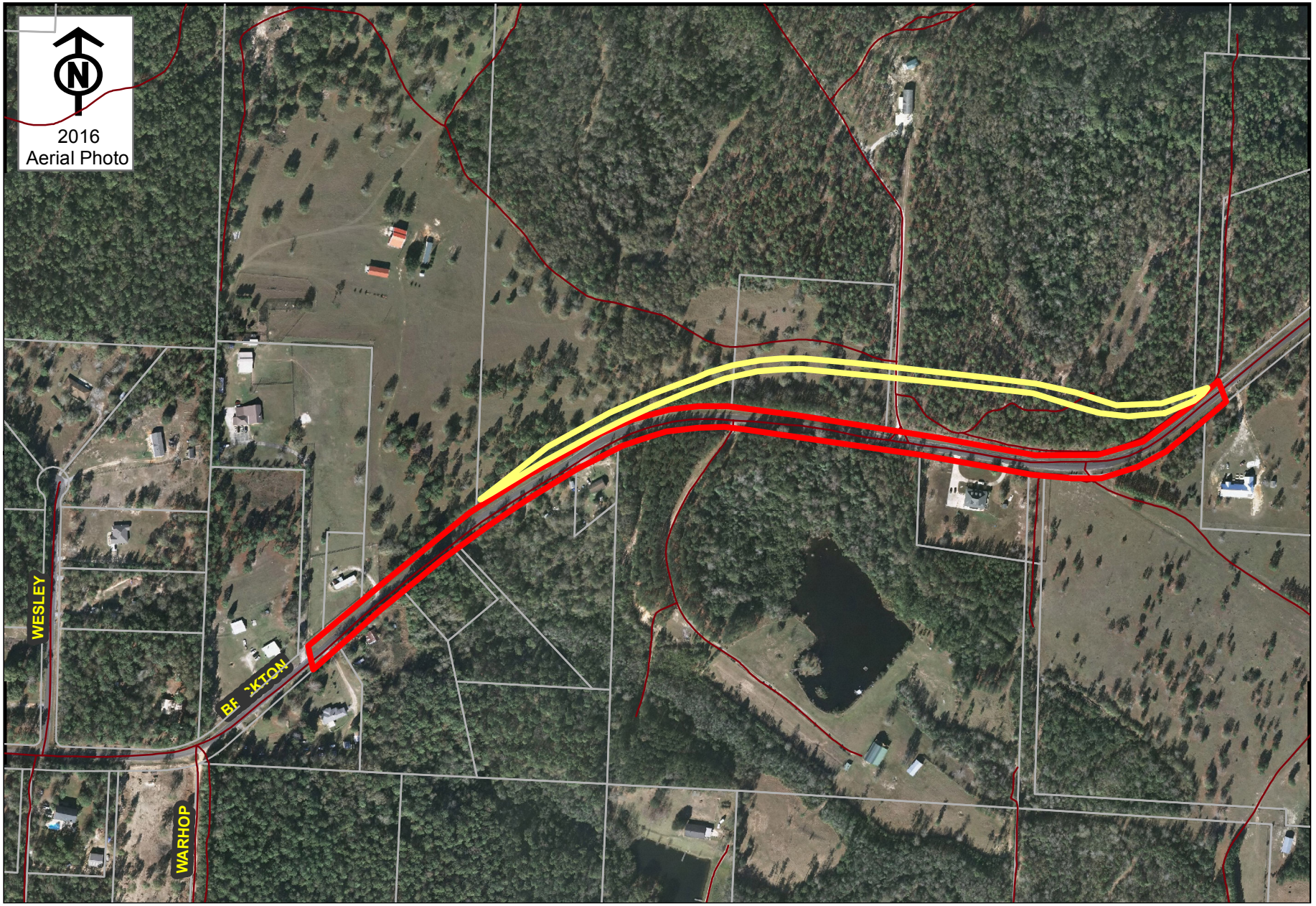
LEGAL DESCRIPTION: ESCAMBIA COUNTY TO JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL

PARCEL 3:

THAT PORTION OF THE JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL PROPERTY, TAX NUMBER 27-3N-31-2000-000 -004 AS RECORDED IN O.R. BOOK 7590, AT PAGE 1395 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 43 MINUTES 44 SECONDS, (CHORD BEARING, DISTANCE = N 75°42'08"E, 608.34') AN ARC DISTANCE OF 622.00 FEET TO A POINT; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03 DEGREES 03 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 130.56 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO NORTH 03°03'44" EAST A DISTANCE OF 40.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED SOUTHERLY THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 59 SECONDS, (CHORD BEARING, DISTANCE = S 88°27'36"E, 245.83') AN ARC DISTANCE OF 246.68 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR 255.64 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 33.18 FEET; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 259.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 37 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 89°42'20" W, 242.73') AN ARC DISTANCE OF 243.80 FEET TO THE POINT OF BEGINNING. CONTAINING (17,281 SQ.FT.) 0.40 ACRES MORE OR LESS.

Brickton Road



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 5/1/19 DISTRICT 5

County Convey to Campbell

Campbell Convey to County

DESCRIPTION & SKETCH

JERROD BENTON CAMPBELL & SAMANTHA ELAINE CAMPBELL
(PARCEL 2)
LEGAL DESCRIPTION: (AS FURNISHED)

TAX NUMBER 27-3N-31W-2000-000-004 AS RECORDED IN O.R. BOOK 7590, AT PAGE 1395 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AS SHOWN IN THE ABOVE SKETCH AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 00°01'44" WEST ALONG THE WEST LINE OF SECTION 27 FOR 1340.48 FEET; THENCE NORTH 89°58'16" EAST FOR 862.00 FEET TO THE WEST LINE OF PARCEL NO. 27-3N-31-2000-000-004 AS DESCRIBED IN O.R. BOOK 4832, PAGE 1406; THENCE SOUTH 00°01'44" EAST ALONG SAID WEST LINE FOR 508.07 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BRICKTON ROAD (60' R/W); THENCE NORTH 50°44'51" EAST ALONG SAID RIGHT OF WAY LINE FOR 83.83 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE AND RIGHT OF WAY LINE (R = 1475.93' DELTA = 32°36'44", CH. = 828.79', CH. BRG. = N 67°03'13" E) FOR AN ARC DISTANCE OF 840.08 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE GO NORTH 00°25'52" EAST FOR 450.00 FEET; THENCE GO SOUTH 89°25'52" EAST FOR 500.00 FEET TO THE WEST LINE OF A 60.00 WIDE ACCESS & UTILITY EASEMENT; THENCE SOUTH 00°25'52" WEST ALONG SAID EASEMENT LINE FOR 485.51 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BRICKTON ROAD; THENCE NORTH 83°03'49" WEST ALONG SAID RIGHT OF WAY LINE FOR 152.07 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE AND RIGHT OF WAY LINE (R = 1475.93', CH = 348.92', CH. BRG. = N 89°51'07" W) FOR AN ARC DISTANCE OF 347.93 FEET TO THE POINT OF BEGINNING.

ALL LYING IN SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 5.1 ACRES, MORE OR LESS.

LESS & EXCEPT:
(PARCEL 3):

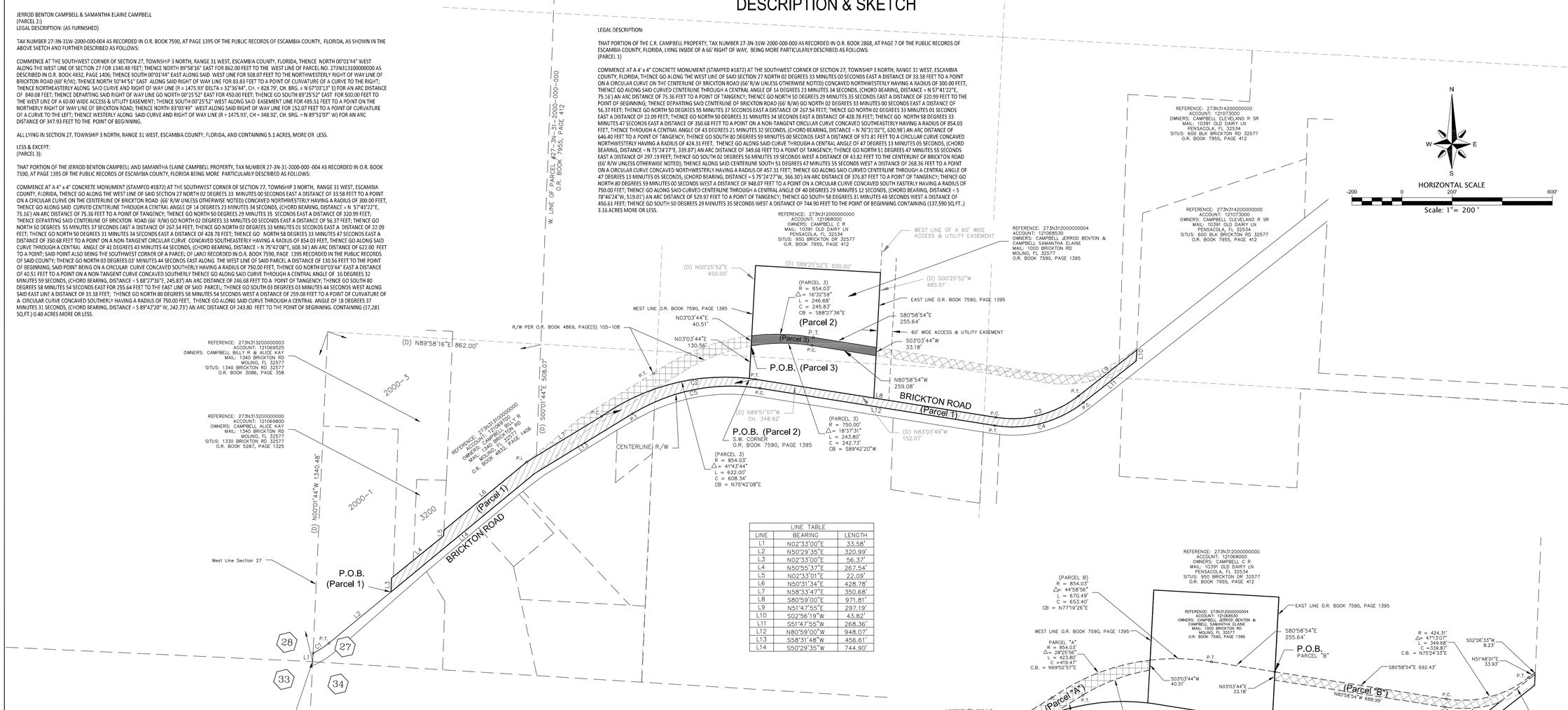
THAT PORTION OF THE JERROD BENTON CAMPBELL AND SAMANTHA ELAINE CAMPBELL PROPERTY, TAX NUMBER 27-3N-31-2000-000 -004 AS RECORDED IN O.R. BOOK 7590, AT PAGE 1395 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (60' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (60' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 43 MINUTES 44 SECONDS, (CHORD BEARING, DISTANCE = N 75°42'08"E, 608.34') AN ARC DISTANCE OF 622.00 FEET TO A POINT; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03 DEGREES 03' MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 130.56 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO NORTH 03°03'44" EAST A DISTANCE OF 40.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED SOUTHERLY THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 59 SECONDS, (CHORD BEARING, DISTANCE = S 88°27'36"E, 245.83') AN ARC DISTANCE OF 246.68 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 80 DEGREES 58 MINUTES 54 SECONDS EAST FOR 255.64 FEET TO THE EAST LINE OF SAID PARCEL; THENCE GO SOUTH 03 DEGREES 03 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 33.18 FEET; THENCE GO NORTH 80 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 259.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 37 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 89°42'20" W, 242.73') AN ARC DISTANCE OF 243.80 FEET TO THE POINT OF BEGINNING. CONTAINING (17,281 SQ.FT.) 0.40 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
(PARCEL 1)

COMMENCE AT A 4' x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 43 MINUTES 44 SECONDS, (CHORD BEARING, DISTANCE = N 75°42'08"E, 608.34') AN ARC DISTANCE OF 622.00 FEET TO A POINT; THENCE GO SOUTH 89°25'52" EAST FOR 500.00 FEET TO THE WEST LINE OF A 60' WIDE ACCESS & UTILITY EASEMENT; THENCE GO SOUTH 00°25'52" WEST ALONG SAID WEST LINE FOR 485.51 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BRICKTON ROAD; THENCE NORTH 83°03'49" WEST ALONG SAID RIGHT OF WAY LINE FOR 152.07 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE AND RIGHT OF WAY LINE (R = 1475.93', CH = 348.92', CH. BRG. = N 89°51'07" W) FOR AN ARC DISTANCE OF 347.93 FEET TO THE POINT OF BEGINNING.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°33'00"E	33.58'
L2	N50°29'35"E	320.99'
L3	N02°33'00"E	56.37'
L4	N50°55'37"E	267.54'
L5	N02°33'01"E	22.09'
L6	N50°31'34"E	428.78'
L7	N58°33'47"E	350.68'
L8	S80°59'00"E	971.81'
L9	N51°47'55"E	297.19'
L10	S02°56'19"W	43.82'
L11	S51°47'55"W	268.36'
L12	N80°59'00"W	948.07'
L13	S58°31'48"W	456.61'
L14	S50°29'35"W	744.90'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	LENGTH	CHORD	CHORD BEARING
C1	300.00'	14°23'34"	75.36'	75.16'	N57°41'22"E
C2	854.03'	43°21'32"	646.40'	630.98'	N76°31'02"E
C3	424.31'	47°13'05"	349.68'	339.87'	N75°24'27"E
C4	457.31'	47°13'05"	376.87'	366.30'	S75°24'27"W
C5	750.00'	40°29'12"	529.97'	519.01'	S78°46'24"W

LEGEND:
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.T. – POINT OF TANGENCY
P.C. – POINT OF CURVATURE
P.I. – POINT OF INTERSECTION
R/W – RIGHT-OF-WAY
O.R. BOOK – OFFICIAL RECORD BOOK
N – NORTH
S – SOUTH
E – EAST
W – WEST

LEGEND:
R = RADIUS
Δ = DELTA ANGLE
L = LENGTH OF ARC
C = CHORD DISTANCE
C.B. = CHORD BEARING
(D) – DEED

P.O.C.
4" X 4" CONCRETE MONUMENT (FOUND – #1872)
THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

LEGAL DESCRIPTION:
PARCEL "A"

THAT PORTION OF THE C.R. CAMPBELL PROPERTY, TAX NUMBER 27-3N-31W-2000-000-000 AS RECORDED IN O.R. BOOK 2868, AT PAGE 7 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING INSIDE OF A 66' RIGHT OF WAY.

COMMENCE AT A 4' x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 58 DEGREES 33 MINUTES 47 SECONDS EAST A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 69°02'57"E, 419.47') AN ARC DISTANCE OF 423.80 FEET TO A POINT LYING ON THE WEST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 03 DEGREES 03' MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 40.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 51 MINUTES 40 SECONDS, (CHORD BEARING, DISTANCE = S 69°27'45"W, 284.43') AN ARC DISTANCE OF 286.16' FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 137.98 FEET TO A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 03 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 62°52'01"W, 238.58') AN ARC DISTANCE OF 239.36' FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 33 MINUTES 47 SECONDS WEST A DISTANCE OF 350.68 FEET TO THE POINT OF BEGINNING. CONTAINING (40,100.78 SQ.FT.) 0.92 ACRE MORE OR LESS.

AND ALSO: PARCEL "B"

COMMENCE AT A 4' x 4" CONCRETE MONUMENT (STAMPED #1872) AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO ALONG THE WEST LINE OF SAID SECTION 27 NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 33.58 FEET TO A POINT ON A CIRCULAR CURVE ON THE CENTERLINE OF BRICKTON ROAD (66' R/W UNLESS OTHERWISE NOTED) CONCAVED NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, THENCE GO ALONG SAID CURVED CENTERLINE THROUGH A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 34 SECONDS, (CHORD BEARING, DISTANCE = N 57°41'22"E, 75.16') AN ARC DISTANCE OF 75.36 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 50 DEGREES 29 MINUTES 35 SECONDS EAST A DISTANCE OF 320.99 FEET; THENCE DEPARTING SAID CENTERLINE OF BRICKTON ROAD (66' R/W) GO NORTH 02 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.37 FEET; THENCE GO NORTH 50 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 267.54 FEET; THENCE GO NORTH 02 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 22.09 FEET; THENCE GO NORTH 50 DEGREES 31 MINUTES 34 SECONDS EAST A DISTANCE OF 428.78 FEET; THENCE GO NORTH 58 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 268.90 FEET; THENCE GO NORTH 58 DEGREES 31 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 350.14 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 56 SECONDS, (CHORD BEARING, DISTANCE = N 69°02'57"E, 419.47') AN ARC DISTANCE OF 423.80 FEET TO A POINT LYING ON THE WEST LINE OF A PARCEL OF LAND RECORDED IN O.R. BOOK 7590, PAGE 1395 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 03 DEGREES 03' MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 40.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 51 MINUTES 40 SECONDS, (CHORD BEARING, DISTANCE = S 69°27'45"W, 284.43') AN ARC DISTANCE OF 286.16' FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 137.98 FEET TO A NON-TANGENT CIRCULAR CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 854.03 FEET, THENCE GO ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 03 MINUTES 31 SECONDS, (CHORD BEARING, DISTANCE = S 62°52'01"W, 238.58') AN ARC DISTANCE OF 239.36' FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 58 DEGREES 33 MINUTES 47 SECONDS WEST A DISTANCE OF 350.68 FEET TO THE POINT OF BEGINNING. CONTAINING (32,215.58 SQ.FT.) 0.74 ACRE MORE OR LESS.

SURVEYOR'S NOTES:

1) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field (boundary) survey. An accurate field (boundary) survey of the parcel described hereon may result in variations in bearings and distances.
2) Measurements were made in accordance with the United States Standard Foot (US Survey Foot definition).
3) Basis of Bearings Reference: Grid north and the grid bearings shown hereon are based on the following:
   a. Projection Zone: Florida North (State Plane)
   b. Projection Type: Lambert Conformal Conic
   c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 2011)).
4) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch and description shown hereon (Parcels 1 & 3 is subject to any facts that may be disclosed by a full and accurate title search.
5) Lands shown hereon were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) This sketch and description does not reflect, determine, or guarantee ownership.
7) Internal improvements were not located, if any.
8) No attempt was made to locate any underground foundations,septic/drain fields, underground utilities, or overhead utilities.
9) No attempt was made to locate written or unwritten easements or right of ways.
10) Additions or deletions to the sketch and description by other than the signing party or parties is prohibited without written consent of the signing parties.
11) The sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
12) The sketch and description are not full and complete without the other.
13) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
14) Documents used in the preparation of this sketch and description: Deeds of record as shown hereon in the public records of Escambia County, Florida; and existing field monumentation.
15) The official record of this sketch and description is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
16) The survey error of closure meets the Survey Standards of Practice.

ESCAMBIA COUNTY FLORIDA

I hereby certify that the survey shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Joseph Barrett, Professional Surveyor and Mapper No. 6260 — State of Florida — Date:

REVISIONS: — DATE:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

FIELD DATE: — SECTION–TOWNSHIP–RANGE: 27-3N-31W — APPROVED BY: — DATE:
FIELD BOOK: — PAGE: — REGISTERED FL ENGINEER NO. — PROFESSIONAL SURVEYOR AND MAPPER NO. 6260
DRAWING DATE: December 20, 2018
DRAWN BY: M. KIRKLAND
DESIGNED BY:
CHECKED BY: J. BARRETT

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT
DRAWING FILE LOCATION: L:\Drafting\BRICKTON ROAD\20180039\BRICTON ROAD 20180039 A
TYPE OF SURVEY: DESCRIPTION & SKETCH — PROJECT NO. 20180039 — DISTRICT FIVE

BRICKTON ROAD
R/W PROJECT

DRAWING NUMBER: L-6045
SHEET 1
OF 1 SHEET/S

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16087 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Modification to Federally-Funded Subaward and Grant Agreement #19HM-H4-01-27-01-201, Project #4177-19-A, Lake Charlene Drainage Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Modification to Federally-Funded Subaward and Grant Agreement #19HM-H4-01-27-01-201, Project #4177-19-A, from the Florida Division of Emergency Management, for the Construction of Lake Charlene Drainage Improvements Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning Modification to Federally-Funded Subaward and Grant Agreement #19HM-H4-01-27-01-201, Project #4177-19-A, from the Florida Division of Emergency Management (FDEM), for the construction of Lake Charlene Drainage Improvements Project:

A. Approve and authorize the Chairman to execute Modification Number One of Federally-Funded Subaward and Grant Agreement #19HM-H4-01-27-01-201, Project #4177-19-A, for the construction of Lake Charlene Drainage Improvements Project, increasing the Grant amount to $2,162,366.35; and

B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

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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 source: Current grant funds are available in Fund 352, LOST III (HMGP

Grant), Cost Center 210121, Object Code 56301, Project #16EN3602]

This project is located in Commission District 2.

BACKGROUND:

Meeting in regular session on November 6, 2014, the Board of County Commissioners (BOCC/the Board) awarded the Lake Charlene Area of the Warrington Basin Study Project, PD 13-14.081, to HDR Engineering, Inc. At their regularly-scheduled meeting on December 11, 2014, the Board approved submittal of this project for Hazard Mitigation Grant Program (HMGP) funding consideration. Florida Division of Emergency Management (FDEM) awarded the design phase grant and, meeting in regular session, the BOCC approved the Grant Agreement on June 16, 2016. That HMGP Grant Agreement provided for reimbursement of $314,274.00 for Phase 1 design. At their regularly-scheduled meeting on August 4, 2016, the Board approved a design scope change order with HDR to complete design plans specified in the grant. Design deliverables were submitted to FDEM, and FDEM awarded Phase 2 construction funding Grant Agreement #19HM-H4-01-27-01-201 for $2,101,252.00, which was approved by the Board at their regularly-scheduled meeting on October 4, 2018.

Modification Number one of the Phase 2 construction Grant Agreement increases the grant amount by $61,114.35 to a total of $2,162,366.35, to provide for reimbursement of some additional design services referenced as Pre-award Costs totaling $17,421.84, and increasing project management costs to $52,385.51. This grant increase will be transferred from the remaining design balance under the previous Phase 1 Grant Agreement for design.

The project will reduce repetitive flooding that has occurred since the 1970s, affecting 266 homes. All project activities will be executed in compliance with applicable codes and regulations. The completed project shall provide protection against a 50-year storm event per grant requirements, protect 75 structures from flooding, and reduce flood frequency of 266 properties during a 100-year storm event. This project will improve stormwater management systems in the associated drainage area and reduce future flood damage as experienced in April 2014, June 2012, April 2005, September 1998, and storm events.

Phase 2 construction includes drainage improvements and adding approximately 1,635 feet of double 60-inch concrete pipe to 61st Avenue, 813 feet of 66-inch pipe, and 110 feet of 60-inch pipe from Lake Charlene to the south side of US Highway 98.

This Grant Agreement Modification provides 100% federal funds for Phase 2 construction. Funding match was leverage as a global match under the Beach Haven Northeast Phase 1 project. This Grant Agreement will reimburse Escambia

County $2,162,366.35, as specified in the Grant Agreement Modification. The agreement period of performance currently extends through March 31, 2020; once this Modification is approved, FDEM indicated we could submit another Grant Modification to extend the grant to cover delays associated with acquiring a drainage easement from the Lake Charlene Home Owners Association.

BUDGETARY IMPACT:

Current grant funds are available in Fund 352, LOST III (HMGP Grant), Cost Center 210121, Object Code 56301, Project #16EN3602.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the agreement and signed off for legal sufficiency, and has requested that the Board be made aware of the agreement language in 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 the agreement shall be in the Circuit Court of Leon County."*

PERSONNEL:

Engineering Department staff will manage this grant. Legal staff will also be necessary to acquire the drainage easement from the Lake Charlene Home Owners Association for the project to proceed to construction.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy Section 11.A requires Board approval of grants.

IMPLEMENTATION/COORDINATION:

Engineering Department staff will manage this grant. Legal staff will also be necessary to acquire the drainage easement from the Lake Charlene Home Owners Association for the project to proceed to construction.

Attachments

Modification to Subgrant Agreement
bcc minutes 11-6-14
bcc minutes 12-11-14
bcc minutes 6-16-16
bcc minutes 8-4-16
bcc minutes 10-4-18

Contract Number: 19HM-H4-01-27-01-201

Project Number: 4177-19-A

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

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 ("the Recipient") to modify Contract Number: 19HM-H4-01-27-01-201, dated October 29, 2018 ("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 $2,101,252.00, in Federal Funds; and

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

WHEREAS, the Division and the Recipient desire to modify the Budget and Scope of Work by increasing the Federal funding by $61,114.35 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 amended to increase the Federal Funding by $61,114.25, for the maximum amount payable under the Agreement to $2,162,366.35, (Two Million, One Hundred Sixty Two Thousand, and Three Hundred Sixty Six Dollars and Thirty Five Cents).

2. The Budget and Scope of Work, Attachment A to the Agreement, are 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.

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

4. 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.

5. 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 close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

RECIPIENT: **Escambia County**

By: _____

Name and Title: Lumon J. May, Chairman

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SAGA

Date: 04-30-2019

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Michael Kennett, Deputy Director

Date: _____

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage of Lake Charlene in Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-19-A,** 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, complete the project per sealed engineering designs and construction plans 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.

PROJECT OVERVIEW:

As a HMGP project, the Sub-Recipient proposes to improve the drainage of Lake Charlene neighborhood, located in Pensacola, Florida, 32506. Specifically, the project starts on Lake Joanne Drive about 320 feet west from the intersection of Lake Joanne Drive and 61st Avenue, continues southward along east side on 61st Avenue approximately 2,150 feet and ends at the final outfall on the south side of US 98 intersection with 61st Avenue, near Jones Creek.

The Phase II – construction SOW proposes drainage improvement that shall provide protection for residential areas neighboring Lake Charlene by increasing the outfall capacity and stage capacity within Lake Charlene. Concrete pipe system shall be constructed from Lake Joanne Drive to 61st Avenue and south on 61st Avenue, where the proposed system intersects the existing outfall. The existing outfall shall be retained and supplemented by additional storm drain; from Outfall Confluence additional concrete pipe is proposed, adjacent to existing pipe to the final outfall on US 98. The project shall resolve a repetitive flood problem that has occurred in Lake Charlene area including 2014, 2012 and 2005 storm events in addition to 1979, 2004 and summer of 2010 flooding.
When completed the project shall provide protection against a 50-year event.

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 installation to improve the drainage and provide flood protection

The project shall be implemented in accordance with sealed engineering designs and construction plans 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, local 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 minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

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) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and electronic version (via email or CD); and

b) Letter of Completion:

    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    2. Certifying Compliance with all applicable codes;

c) Permit(s) and verification of compliance

    1. United States Army Corps of Engineers (USACE)

    2. Department of Transportation (DOT)

d) Letter verifying that all gopher tortoise burrows (active or inactive) were evacuated prior to any site activities.

e) 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.

The Division in coordination with the Sub-Recipient, if applicable, shall conduct review and approval of any third party in-kind services. 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) <u>Deliverables:</u>

Mitigation Activities consist of drainage improvements in Pensacola, Florida 32506 that shall provide protection for residential areas neighboring Lake Charlene by increasing the outfall

capacity and stage capacity within Lake Charlene. In Addition, the project shall also resolve a repetitive flood problem that has occurred in Lake Charlene area from previous storms.

The completed project shall provide protection against a 50-year storm event.

Provided the Sub-Recipient performs in accordance with the SOW 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 submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
3) The Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

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) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the

discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division 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) FDOT and USACE final permit or No Permit Required (NPR) shall need to be on file prior to any ground disturbance activities.

5) Per the USACE permit dated 12/27/2017, all gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher tortoise Permitting Guidelines found at http://myfwc.com/gophertortoise. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

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) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.

5) 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.

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

7) 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.

8) 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.

This is FEMA Project Number **4177-19-A,** is funded under HMGP-4177-DR-FL.

FEMA awarded this project on June 4, 2018; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on March 31, 2020.

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

Phase II–

Construction Plan/Technical Specifications:	3	Months
Bidding:	3	Months
Construction :	10	Months
Weather Delays:	3	Months
Final Inspection/Closeout:	3	Months
Total Period of Performance:	**22**	**Months**

BUDGET

Line Item Budget*

Phase II	**Project Costs**	**Federal Share**
Pre-Award Cost	$17,421.84	$17,421.84
Material/Construction:	$2,070,019.00	$2,070,019.00
Project Management:	$52,385.51	$52,385.51
Inspection Cost:	$22,540.00	$22,540.00
Total Project Costs:	**$ 2,162,366.35**	**$ 2,162,366.35**

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

*This project has Pre-Award Cost in the amount of $17,421.84, with a start date of **December 01, 2017** to complete Phase I Permit Revisions, Surveys and Engineering Fees.*

Funding Summary

Federal Share:	$2,162,366.35	(100%)
Total Project Cost:	**$2,162,366.35**	**(100.0%)**

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

2014001174

18. Continued…

B. Continued…

Account	Reference	Address	2014 PA Value	Dist
151259800	000S009060160132	2006 West Gonzalez Street	$8,031	3
151486000	000S009060018169	305 North "Q" Street	$10,263	3
151536500	000S009060013180	1109 North "R" Street	$12,914	3
151860100	000S009060050226	3000 West Lloyd Street Block	$6,136	3
153204000	000S009080080100	200 South "M" Street	$10,212	3

C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorizing the Chairman to sign all documents related to the sales.

2014001175

19. Taking the following action concerning the Lake Charlene Area of Warrington Basin Study (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 13EN2198) (should the project HMGP *[Hazard Mitigation Grant Program]* application submitted to the Florida Department of Emergency Management and the Federal Emergency Management Agency [FEMA] be determined eligible and selected for funding, 75% of the project's design and construction costs will be funded by FEMA, and the County will be required to fund 25% of the costs):

A. Awarding, and authorizing the County Administrator to sign, the *Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and HDR Engineering, Inc.*, per the terms and conditions of PD 13-14.081, "Lake Charlene Area of Warrington Basin Study," for a lump sum of $133,746.77; and

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

19. Continued…

B. Authorizing staff to negotiate additional design services associated with the Study recommendations and, upon completion of this Study, under this Contract, with fees to be negotiated at a later date, upon approval by the Board of County Commissioners.

20. Taking the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (Funding: funds to be budgeted for on an annual basis and project basis):

A. Awarding, and authorizing the County Administrator to sign, Task Order-based Continuing Contracts to Ascendant Solutions, LLC, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead - 168%
- Maximum Profit - 12%
- Maximum FCCM - 1.50%
- Maximum Multiplier - 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorizing the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

21. Awarding Contract #PD 13-14.096, "Central Energy Plant Relocation – Escambia County Correctional Complex," to A.E. New, Jr., Inc., in the amount of $1,976,000, and authorizing the County Administrator to execute all Purchase Orders for Owner Direct Purchases, in the amount of $50,000 or greater (Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 564501 Project #U-274).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-38. Approval of Various Consent Agenda Items – Continued

12. 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 Delano Drainage Area Project and the Lake Charlene Warrington Drainage Area Project (Funding: funding for the 25% match is available in Fund 352, Local Option Sales Tax [LOST] III, Project Number 12EN1763):

A. Authorizing submittal of the following projects and approving funding of the 25% match, as available in Fund 352, LOST III:

Delano Drainage Area:

This proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to add capacity within the drainage area. Construction of this project is planned in four phases, although necessary work at each site may be initiated and conducted in parallel from a timing perspective.

The proposed project will reduce the 25-year/24-hour flood stage significantly, thereby preventing recurring flood impacts to infrastructure and to a number of buildings. Many of these structures will be entirely protected from future flood events, which eliminates future flood damage. The original Delano Street drainage area was bound by Fairfield Drive, Pace Boulevard, Massachusetts Avenue, and "W" Street. The project area was expanded due to flooding from the June 2012 and April 2014 storm events, to include consideration of down-gradient areas of the "L" Street Pond, Leonard Street, “M” Street just south of St. Mary Avenue, the "L" Street drainage system from Herman Street to Leonard Street, a portion of Fairfield Drive and Pace Boulevard’s drainage system within the contributing drainage basin, Herman Street from Pace Boulevard to Palafox Street, and an old pit/pond on Herman Street. Drainage improvements for this project will address flooding of multiple properties, including Escambia County Sheriff’s property - the Central Booking & Detention Facility, the recently built Waterfront Mission, the former Gulf Winds Credit Union building, and other businesses in this focus area.

Estimated Cost in application: $4,133,772.90

(Continued on Page 50)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-38. Approval of Various Consent Agenda Items – Continued

12. Continued…

A. Continued…

Lake Charlene Warrington Drainage Area:

This proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity to add capacity and/or improve conveyance within the drainage area. The goal of the current study is to provide conceptual drainage alternatives and cost estimates, considering existing stormwater data, limited new data collection, and rainfall event analysis. The primary drainage analysis will focus on flooding solutions around the properties, roadways, and infrastructure adjoining and within the vicinity of the Lake Charlene water body and Bridle Trail Estates pond, including but limited to, Lake Charlene Terrace, Lake Charlene Drive, Lake Charlene Lane, Clydesdale Drive, 61st Avenue, Arabian Drive, Arabian Circle, Bunker Hill Drive, Bunker Hill Circle, Kitty Hawk Circle, Kitty Hawk Drive, Lake Joanne Drive, Long Lake Drive, and surrounding roadways. Solutions reviewed in previous studies and/or developed in this study will be included in the upcoming grant application, which will be submitted for the County Administrator's signature.

Estimated Cost: $5,000,000

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

C. Authorizing the County Administrator or his designee, subject to Legal review and sign-off, to execute provided and subsequent applications for these two projects; and

D. Accepting, subject to Legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are adjacent to the designated HMGP sites.

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):

The Scope of Work for Bristol Park Area Acquisition Project was Modified and is Filed with the 12/8/2016 BCC Minutes, CAR III-1.

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;

A modification to the Subgrant Agreement for the Lake Charlene Warrington Project is filed with the 5/25/2017 BCC Minutes, Item CR I-4.

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

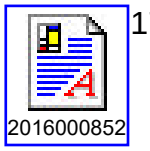
G. Accepting, subject to Legal review and sign-off, any Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are part of the project scopes.

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."

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued



17. PD 15-16.055

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, approving, and authorizing the County Administrator to sign, the Agreement for Consulting Services between Escambia County, Florida, and Evergreen Solutions, LLC, per the terms and conditions of PD 15-16.055, Job Classification and Compensation Study, for a lump sum of $79,500 (Funding: Fund 001, General Fund, Cost Center 110201, Non-Departmental).

Speaker(s):

Larry Downs, Jr.

29. PD 13-14.081

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, taking the following action regarding Contract PD 13-14.081, Lake Charlene Area of Warrington Basin Study (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210121, Object Code 56301, Project #16EN2602):

A. Approving the proposed scope and negotiated Contract amount with HDR Engineering, Inc., as per Section 6.1, "Additional Services and Changes in Scope of Work," to include final engineering and plans preparation of potential design alternatives as an additional service associated with the Study;

B. Authorizing staff to amend the Agreement with HDR Engineering, Inc., to add final engineering and plans preparation of potential design alternatives as an additional service associated with the Study;

(Continued on Page 53)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Continued…

C. Authorizing the County Administrator to sign the Amendment; subject to Legal review and sign-off; and

D. Authorizing the County Administrator execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$295,181.73
Project Name:	Lake Charlene Area of Warrington Basin Study
Contract:	13-14.081
Purchase Order No.:	150758
Change Order No.:	3
Original Award Amount:	$133,746.77
Cumulative Amount of Change Orders through this Change Order:	$310,432.37
New Contract Total:	$444,179.14

Speaker(s):

Nora Garono
Bernie Vanosdall
Margaret Welch Murphy

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Recommendation: That the Board take the following action concerning United States Department of Homeland Security, Federal Emergency Management Agency, and Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-19-A, from the Florida Division of Emergency Management, for the construction of the Lake Charlene Drainage Improvements Project:

A. Approve, and Authorize the Chairman to execute, Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-19-A, for the construction of the Lake Charlene Drainage Improvements Project; and

B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

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 for the project is 100% federal funding, due to leveraged funds from Beach Haven Northeast Phase 1 Project that provides 100% federal funding as a global match, under FDEM non-financial agreement #FDEM No. 16NF-00-01-27-01-453, for all Escambia County 4177 disaster declaration HMGP projects.]

This project is located in Commission District 2.

Motion: To move the item in the affirmative	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Speaker(s): Bernie Vanosdall	
Audio:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16121 **County Administrator's Report 10. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Purchase of One 2020 International HV 513 SFA Cab and Chassis with Swaploader Hook Lift System 42H42 SL-650 65,000# Lift/Dump
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One 2020 International HV 513 SFA Cab and Chassis with Swaploader Hook Lift System 42H42 SL-650 65,000# Lift/Dump for Public Works - Waste Services Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the Sourcewell (formerly NJPA) Contract #81716-NVS in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, for the purchase of One 2020 International HV 513 SFA Cab and Chassis with Swaploader Hook Lift System 42H42 SL-650 65,000# Lift/Dump, Solicitation VE 18-19.007; and

B. Authorize the Interim County Administrator to execute all related documents and Purchase Orders in excess of $50,000, for the Public Works - Waste Services Department for the Purchase Order to Ward International Trucks of Florida, LLC, in the amount of $168,606.42.

In an effort to encourage competition for local businesses, and in compliance with Board-adopted policy, this vehicle purchase was advertised on the Escambia County web site for thirty days. Ward International Trucks of Florida, LLC, was the lowest price based on contract amounts and quotations.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 18-19.007, Public Works - Waste Services Department Vehicle Purchase were posted beginning December 28, 2018 for a period of thirty days. One bid was received against the original quote.

The Sourcewell (formerly NJPA) agreement is with Navistar, which has requested that the invoicing be handled by the local dealer representative, Ward International Trucks, LLC. A letter from Navistar requesting this action has been attached.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Ward International Quote
Navistar Authorization

The Escambia County (Florida) Public Works Solid Waste Department desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 18-19.007**

Year: 2020

Model: Western Star 4700 Set-Forward Front Axle Chassis with 42H42 SL-650 65,000 lb. Hoist

Color: White

Equipment: To be equipped per specifications noted below.

Warranty: Standard vehicle warranty applies.

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Contract Used to Obtain Original Quote:

Sourcewell Contract # 081716-NAF

Delivery required (from order date):

120-150 days

Maximum Budgeted Purchase Amount:

$171,000.00

Specification Number VE 18-19.007 – Escambia County (Florida) Public Works Solid Waste Department Western Star 4700 Set-Forward Front Axle Chassis with 42H42 SL-650 65,000 lb. Hoist

Posting Date	December 28, 2018
Due Date for Offers	January 29, 2019
Depart. Contact	
Fleet Maint.	Jamie Higdon 850-937-2123

VE 18-19.007 – Escambia County (Florida) Public Works Solid Waste Department Western Star 4700 Set-Forward Front Axle Chassis with 42H42 SL-650 65,000 lb. Hoist

Offers for the sale of vehicles meeting the specifications for VE 18-19.007 Escambia County (Florida) Public Works Solid Waste Department Western Star 4700 Set-Forward Front Axle Chassis with 42H42 SL-650 65,000 lb. Hoist as listed will be accepted until **5:00 PM CDT on January 29, 2019.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Jeffrey Lovingood, Purchasing Specialist
2nd Floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE18-19.007 Escambia County (Florida) Public Works Solid Waste Department Western Star 4700 Set-Forward Front Axle Chassis with 42H42 SL-650 65,000 lb. Hoist and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

09/19/2018

Quote ID 8063

Mr. James Higdon

Escambia County Florida
213 Palafox Street
Pensacola, FL 32591

Dear Mr. Higdon,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused (2020 Western Star 4700 Set-Forward Front Axle Chassis with 42H42 SL-650 65,000 lb Hoist)** Provided by Mr. Wood with Western Star each for:

	One Unit (1)
Sub Total	$ 171,000.00
Tax (0.00%)	$ 00.00
Total	$ 171,000.00

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.
Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Jcooper@Nationalautofleetgroup.com
Office (855) 289-6572
Fax (831) 480-8497

FLEETCO
We Build the Trucks that Build the Gulf Coast

685 Broad Street Pensacola, FL 32534
850-477-7645 - 800-335-3287- Fax 850-478-6891
Email- johnbris@fleetco-specialty.com
Web Site – www.fleetco-specialty.com

We are pleased to quote the following Swaploader Hook Lift System with a 65,000 lb. lift / dump capacity. The system will be configured as follows;
Standard equipment for all SwapLoader hydraulic "Hook-Lift" hoists: dual lift cylinders, sliding jib, slide through body locks, hydraulic reservoir tank, hydraulic 2 section valve, in-cab manual control levers and cables.

Hoist Model - 42H42 SL-650 Fixed Jib 65,000# Dump / Lift Capacity Fixed 61¾" Jib Height
Hydraulic Pump - SL-518 / 520 / 650
PTO – Air shift controls in cab
Valves - Manual Cable with 3 section valve
Rear Fenders - Tandem Fenders, polypropylene, double radius, tandem axle with brackets, color: Black
Rear Bumper – Standard rear bumper with extensions
Lighting - LED light kit, sealed module with tail, brake, back-up, license plate, side & rear clearance
Mud flaps
Tarp System – Fixed gantry type tarp system with spring return arms. 12-volt electric motor retracts tarp.
(Picture below)

Installed price as described above - $48,609.00

Please feel free to call with any questions.

John Briscione

Prepared for:
Jamie Higdon
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Pensacola, FL 32591-1591
Phone: 850-554-2914

Prepared by:
Buster Slay
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2495 WEST I-65 SERVICE ROAD NORTH
MOBILE, AL 36612
Phone: 850-478-0031

S P E C I F I C A T I O N P R O P O S A L

	Description
Price Level	
	WESTERN STAR 4700 PRL-18T (EFF:04/14/18)
Data Version	
	SPECPRO21 DATA RELEASE VER 020
Vehicle Configuration	
	4700 SET-FORWARD FRONT AXLE CHASSIS
	2020 MODEL YEAR SPECIFIED
	SET FORWARD AXLE - TRUCK
	STRAIGHT TRUCK PROVISION
	LH PRIMARY STEERING LOCATION
General Service	
	TRUCK CONFIGURATION
	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
	REFUSE SERVICE
	GOVERNMENT BUSINESS SEGMENT
	DRY BULK COMMODITY
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
	MAXIMUM 8% EXPECTED GRADE
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
	WESTERN STAR VOCATIONAL WARRANTY
	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs
	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs

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	Description
Truck Service	
	ROLL OFF/ROLL ON BODY
Engine	
	DETROIT DD13 12.8L 450 HP @ 1625 RPM, 1900 GOV RPM, 1550 LB/FT @ 975 RPM
Electronic Parameters	
N	75 MPH ROAD SPEED LIMIT
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
	5 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE
	PTO MODE ENGINE RPM LIMIT - 600 RPM
	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED
	PTO RPM WITH CRUISE SET SWITCH - 600 RPM
	PTO RPM WITH CRUISE RESUME SWITCH - 600 RPM
	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
	PTO MODE RPM INCREMENT - 25 RPM
	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
	ONE REMOTE PTO SPEED
	PTO SPEED 1 SETTING - 900 RPM
	SOFT CRUISE CONTROL ENABLED
	PTO MINIMUM RPM - 600
Engine Equipment	
	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)
	STANDARD OIL PAN
	ENGINE MOUNTED OIL CHECK AND FILL
	ONE PIECE VALVE COVER
	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED
	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
	(3) DTNA GENUINE, FLOODED STARTING, MIN 3375CCA, 585RC, THREADED STUD BATTERIES

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Description
BATTERY BOX FRAME MOUNTED
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
JACOBS COMPRESSION BRAKE
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
13 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD
HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR
FULL FLOW OIL FILTER
1500 SQUARE INCH ALUMINUM RADIATOR
MOUNTING FOR FIREWALL MOUNTED SURGE TANK
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT

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	Description
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE
	NO RADIATOR/OIL PAN GUARD
	NO BLOCK HEATER
	PHILLIPS-TEMRO 300 WATT/115 VOLT OIL PREHEATER
	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR
	ALUMINUM FLYWHEEL HOUSING
	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH
Transmission	
	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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	Description
	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE
	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR, BLUNT CUT, MOUNTED BETWEEN DRIVER AND PASSENGER SEATS
	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO
	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
	TRANSMISSION PROGNOSTICS - ENABLED 2013
	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED
	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)
Front Axle and Equipment	
	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
	NON-ASBESTOS FRONT BRAKE LINING
	CONMET CAST IRON FRONT BRAKE DRUMS
	FRONT OIL SEALS
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
	STANDARD SPINDLE NUTS FOR ALL AXLES
	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS
	STANDARD KING PIN BUSHINGS
	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
	POWER STEERING PUMP
	4 QUART POWER STEERING RESERVOIR
	OIL/AIR POWER STEERING COOLER
	SYNTHETIC 50W FRONT AXLE LUBE

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Description
Front Suspension
20,000# FLAT LEAF FRONT SUSPENSION
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
Rear Axle and Equipment
RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
4.56 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
MXL 18N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH
MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR OIL SEALS
BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS
HALDEX AUTOMATIC REAR SLACK ADJUSTERS
SYNTHETIC 75W-90 REAR AXLE LUBE
Rear Suspension
TUFTRAC 46,000# REAR SPRING SUSPENSION
TUFTRAC STANDARD RIDE HEIGHT
AXLE CLAMPING GROUP
56 INCH AXLE SPACING
FORE/AFT AND TRANSVERSE CONTROL RODS
REAR SHOCK ABSORBERS - ONE AXLE
Brake System
WABCO 4S/4M ABS
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES

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	Description
	FIBER BRAID PARKING BRAKE HOSE
	STANDARD BRAKE SYSTEM VALVES
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
	BENDIX OIL COALESCING FILTER FOR AIR DRYER
	AIR DRYER MOUNTED OUTBOARD ON LH RAIL
	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL WITH NO OUTBOARD BRACKETS
	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)
Wheelbase & Frame	
	6775MM (267 INCH) WHEELBASE
	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
	1600MM (63 INCH) REAR FRAME OVERHANG
	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 185.78 in
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 182.78 in
	CALC'D FRAME LENGTH - OVERALL : 346.66
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 185.78 in
	CALCULATED FRAME SPACE LH SIDE : 122.45 in
	CALCULATED FRAME SPACE RH SIDE : 134.32 in
	SQUARE END OF FRAME
	STANDARD WEIGHT ENGINE CROSSMEMBER
	STANDARD CROSSMEMBER BACK OF TRANSMISSION
	STANDARD MIDSHIP #1 CROSSMEMBER(S)
	STANDARD REARMOST CROSSMEMBER
	HEAVY DUTY SUSPENSION CROSSMEMBER
	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER
Chassis Equipment	

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	Description
	16 INCH PAINTED STEEL BUMPER
	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
Fuel Tanks	
	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH
	25 INCH DIAMETER FUEL TANK(S)
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
	FUEL TANK(S) FORWARD
	PLAIN STEP FINISH
	FUEL TANK CAP(S)
	EQUIFLO INBOARD FUEL SYSTEM
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
	FUEL COOLER
Tires	
	MICHELIN XFE 425/65R22.5 20 PLY RADIAL FRONT TIRES
	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES
Hubs	
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	
	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS
	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
	FRONT WHEEL MOUNTING NUTS
	REAR WHEEL MOUNTING NUTS

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	Description
Cab Exterior	
	110 INCH BBC STEEL CONVENTIONAL CAB
	WESTERN STAR PAINTED ALUMINUM CAB SKIRT
	AIR CAB MOUNTS WITH CHECK VALVE
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
	FRONT FENDERS
	2 INCH FENDER EXTENSIONS
	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST
	STATIONARY BRIGHT FINISH GRILLE
	CHROME HOOD MOUNTED AIR INTAKE GRILLE
	GALVANEALED STEEL SEVERE SERVICE CAB
	FIBERGLASS HOOD
	DUAL HADLEY 22 INCH CHROMED ROUND AIR HORNS
	DUAL ELECTRIC HORNS
	DUAL HORN SHIELDS
	DOORS AND IGNITION KEYED THE SAME (3 KEYS)
	REAR LICENSE PLATE MOUNT END OF FRAME
	SINGLE RECTANGULAR SEALED BEAM HEADLIGHTS WITH BRIGHT BEZELS
	(5) AMBER MARKER LIGHTS
	INTEGRAL STOP/TAIL/BACKUP LIGHTS
	STANDARD FRONT TURN SIGNAL LAMPS
	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH RH REMOTE
	DOOR MOUNTED MIRRORS
	102 INCH EQUIPMENT WIDTH
	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS
	RH DOWN VIEW MIRROR
	STANDARD SIDE/REAR REFLECTORS
	17.5X35 INCH TINTED REAR WINDOW
	TINTED DOOR GLASS
	MANUAL DOOR WINDOW REGULATORS
	2-PIECE TINTED CURVED GASKET MOUNTED WINDSHIELD

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Phone: 850-478-0031

	Description
	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL
Cab Interior	
	GRAY VINYL BASE INTERIOR
	BLACK HARD TRIM
	BASE LEFT HAND DOOR TRIM
	BASE RIGHT HAND DOOR TRIM
	BLACK MATS WITH DOUBLE INSULATION
	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE
	FORWARD ROOF MOUNTED CONSOLE
	PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR
	LH AND RH DOOR MAP POCKETS
	(2) COAT HOOKS ON BACKWALL OF CAB
	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH
	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER
	STANDARD WIRING
	2-1/2 LB. FIRE EXTINGUISHER MOUNTED OUTBOARD OF DRIVER SEAT
	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER
	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER AND OUTSIDE PRE-FILTER
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
	STANDARD HEATER PLUMBING
	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR
	RADIATOR MOUNTED AIR CONDITIONER CONDENSER
	BINARY CONTROL, R-134A
	CAB INSULATION
	AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES

Prepared for:
Jamie Higdon
Escambia County Florida
213 Palafox Street
PO Box 1591
Pensacola, FL 32591-1591
Phone: 850-554-2914

Prepared by:
Buster Slay
EMPIRE TRUCK SALES (MOBILE)
2495 WEST I-65 SERVICE ROAD
NORTH
MOBILE, AL 36612
Phone: 850-478-0031

	Description
	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS
	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS
	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB
	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER
	PREMIUM HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION,FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER
	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS
	GRAY VINYL DRIVER SEAT COVER
	GRAY VINYL PASSENGER SEAT COVER
	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS
	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
	2-SPOKE 20 INCH (500MM) BLACK STEERING WHEEL
	DRIVER AND PASSENGER INTERIOR SUN VISORS
Instruments & Controls	
	NON-ADJUSTABLE SUSPENDED PEDALS
	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
	STAR GAUGES WITH BLACK BEZELS
	BLACK DRIVER INSTRUMENT PANEL
	BLACK CENTER INSTRUMENT PANEL
	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
	FILTERMINDER DASH MOUNTED AIR RESTRICTION GAUGE
	87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM

Prepared for:
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2495 WEST I-65 SERVICE ROAD
NORTH
MOBILE, AL 36612
Phone: 850-478-0031

Description
CRUISE CONTROL SWITCHES IN THE CENTER PANEL
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
WARNING LAMP/LIGHT BAR DISPLAY, NON-DATA LINKED
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
2 INCH ELECTRIC FUEL GAUGE
FUEL FILTER RESTRICTION INDICATOR
ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE
ENGINE REMOTE INTERFACE CONNECTOR IN CAB BETWEEN DRIVER AND PASSENGER SEATS
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP
ELECTRIC ENGINE OIL PRESSURE GAUGE
AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939
ROOF/OVERHEAD CONSOLE MOUNTED RADIO
(4) RADIO SPEAKERS IN CAB
POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE
MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
NO VEHICLE PERFORMANCE MONITOR
IGNITION SWITCH CONTROLLED ENGINE STOP
2 INCH VOLTMETER
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH

Prepared for:
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EMPIRE TRUCK SALES (MOBILE)
2495 WEST I-65 SERVICE ROAD
NORTH
MOBILE, AL 36612
Phone: 850-478-0031

	Description
	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
	VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITH BRAKE OVERRIDE
	PACIFIC INSIGHT ELECTRONIC FLASHER
Design	
	PAINT: ONE SOLID COLOR
Color	
	CAB COLOR A: L0006EB WHITE ELITE BC
	CAB INTERIOR PAINTED SAME AS CAB COLOR
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
	BUMPER PAINTED SAME AS CHASSIS
Certification / Compliance	
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Sales Programs	
	NO SALES PROGRAMS HAVE BEEN SELECTED

WARD
INTERNATIONAL TRUCKS, INC.

01/29/2019

Mr. Jeffrey Lovingood

213 Palafox Place,

Pensacola, FL 32502

RE: Specification Number VE 18-19.007

Dear Mr. Lovingood,

Ward International Trucks is pleased to quote the following vehicle(s) for your consideration on Specification Number VE 18-19.007. One (1) 2020 International HV513 SFA Cab & Chassis with Swaploader Hook Lift System 42H42 SL-650 65,000# Lift/Dump as per your bid specifications.

QTY 1 Completed Unit F.O.B. Pensacola, FL $ 168,606.42

This quote for vehicle/body is submitted under the Sourcewell (formerly NJPA) contract # 081716-NVS. This contract is made available to all International Truck Dealers through Navistar Inc.

Thank you for this bid opportunity. If you have any questions or concerns, please feel free to contact me directly at the number listed below.

Sincerely,

Dave Huffman, Truck Sales Manager

Ward International Trucks, Pensacola, FL

850-206-1254

2101 Perimeter Road
(I-10/Michigan Avenue)
Mobile, AL 36615
(800) 476-6841 Toll Free
(251) 433-5616 Office
(251) 433-5617 Fax
www.wardintltrucks.com

A NAVISTAR COMPANY

Navistar, Inc.
2601 Navistar Dr
Lisle, IL, 60532

P : 331 332 2370
W : martin.whitey@navistar.com

Martin White
Director Vocational Sales

May 2nd 2019

Jeffrey Lovingood
Purchasing Coordinator
Board of County Commissioners
Escambia County, Florida

Ref: Sourcewell Contract #081716-NVS

This letter is to confirm that Ward International Trucks is an authorized dealer representing Navistar for truck sales and service. Ward International will represent Navistar for sales to Escambia County on the Sourcewell contract.

Martin White

Martin White

Director Vocational Sales

Navistar Inc.

Public

HV513 SFA

Sales Proposal For:

ESCAMBIA COUNTY FLORIDA

Presented By:

WARD INTL TRUCKS INC.

Prepared For:
ESCAMBIA COUNTY FLORIDA
Jeffrey Lovinggood
213 Palafox Pl.
Pensacola, FL 32502-5822
(850)436 - 5711
Reference ID: N/A

Presented By:
WARD INTL TRUCKS INC.
Dave Huffman
5885 NORTH W STREET
PENSACOLA FL 32505 -
(850)474-9301

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs. This quote is submitted using the Sourcewell (formerly NJPA) contract #081716-NAF administered by Navistar Inc. Under the guidelines of the Sourcewell contract the discount structure for this International HV513 model truck is List Price -47%. The discount structure is recognized in the truck proposal by applying Sales Code 10JPA in the order content.

Model Profile
2020 HV513 SFA (HV513)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 66000. Calc. GVWR: 0 Calc. Start / Grade Ability: 0.00% / 0.00% @ 0 MPH Calc. Geared Speed: N/A
DIMENSION:	Wheelbase: 268.00, CA: 184.50, Axle to Frame: 65.00
ENGINE, DIESEL:	{International A26} EPA 2017, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 3.91
CAB:	Conventional, Day Cab
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100WM Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV51300	Base Chassis, Model HV513 SFA with 268.00 Wheelbase, 184.50 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4 Includes : DRIVESHAFT 1810 Series Transmission to Rear Axle : INNER-AXLE SHAFT 1710 Series Forward Rear Axle to Rear Rear Axle Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1MBP	BUMPER, FRONT Swept Back 15-Degrees, Steel, for use with Front Frame Extensions, Heavy Duty
1WDT	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer "C" Channel Reinforcement
1WTW	WHEELBASE RANGE 266" (675cm) Through and Including 311" (790cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM
4VKA	AIR DRYER LOCATION Mounted Outside Right Rail, Back of Cab

Code	Description
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7BEV	AFTERTREATMENT COVER Steel, Black
7BLG	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance
7SDK	ENGINE COMPRESSION BRAKE by Jacobs; for N13/A26 Engines, with Selector Switch and On/Off Switch
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WDM	EXHAUST HEIGHT 10'
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WEJ	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 35" Back of Cab

Code	Description
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBK	FRONT END Tilting, Fiberglass, with Three Piece Construction, Includes Long Hood
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WM"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10BAE	LABEL, DEF "DEF ONLY"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12BEC	ENGINE, DIESEL {International A26} EPA 2017, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12VBC	AIR CLEANER Single Element
12VHC	FEDERAL EMISSIONS {International A26} EPA, OBD and GHG Certified for Calendar Year 2019
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBD	RADIATOR Aluminum; Welded, Front to Back CrossFlow System, 1292 SqIn, 1008 SqIn CAC Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber

Code	Description
13AUW	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 3.91
14ULY	SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNH	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 27" Back of Cab
15SXN	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 80 US Gal (303L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater & Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage
16SEE	GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SNR	MIRRORS (2) Power Adjust, Thermostatically Controlled Heated Heads, LED Clearance Lights, Bright Finish Heads and Arms, Black Brackets, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16VKB	CAB INTERIOR TRIM Classic, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

Code	Description
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DBA	WHEELS, FRONT {Accuride 29374} DISC; 22.5x12.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
7382135432	(8) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
	Services Section:
40127	WARRANTY Standard for HV513, HV613 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A
1	Swaploader Hook Lift System Model 42H42 SL-650 Fixed Jib 65,000 LB Lift/Dump capacity

Financial Summary
2020 HV513 SFA (HV513)

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$232,823.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$232,823.00
Freight	$2,250.00	
Total Freight:		$2,250.00
Total Factory List Price Including Freight:		$235,073.00
Less Customer Allowance:		($118,463.58)
Total Vehicle Price:		$116,609.42
Total Body/Allied Equipment:		$51,997.00
Total Sale Price:		$168,606.42
Total Per Vehicle Sales Price:		$168,606.42
Net Sales Price:		$168,606.42

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

(US DOLLAR)

Description	Price
Swaploader Hook Lift System Model 42H42 SL-650 Fixed Jib 65,000 LB Lift/Dump capacity	$51,997.00
Total Body Allied/Equipment:	$51,997.00

Navistar, Inc.
2601 Navistar Dr
Lisle, IL, 60532

P : 331 332 2370
W : martin.whitey@navistar.com

Martin White
Director Vocational Sales

May 2nd 2019

Jeffrey Lovingood
Purchasing Coordinator
Board of County Commissioners
Escambia County, Florida

Ref: Sourcewell Contract #081716-NVS

This letter is to confirm that Ward International Trucks is an authorized dealer representing Navistar for truck sales and service. Ward International will represent Navistar for sales to Escambia County on the Sourcewell contract.

Martin White

Martin White

Director Vocational Sales

Navistar Inc.

Public

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16099 **County Administrator's Report 10. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Contract Award for M.C. Blanchard Wi-Fi Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for M.C. Blanchard Wi-Fi Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County, Florida, and Infinity Datacom Solutions, LLC, per the terms and conditions of PD 18-19.032, M.C. Blanchard Wi-Fi Project, in the amount of the Base Bid amount of $220,501.84.

[Funding: Fund 353, LOST IV; 410147, Judicial Cap Imp LOST IV; 56201, Buildings]

BACKGROUND:

An Invitation to Bid for PD 18-19.032, M.C. Blanchard Wi-Fi Project, was publicly noticed in the Pensacola News Journal on March 25, 2019 to 107 registrants via Vendor Registry. A non-mandatory Pre-Solicitation conference was held on April 09, 2019, in the Office of Purchasing. One firm attended. Bids were received from two firms on April 24, 2019. Infinity Datacom Solutions, LLC was deemed to be the lowest, most responsible bidder with a Base Bid amount of $220,501.84.

BUDGETARY IMPACT:

Fund 353, LOST IV; 410147, Judicial Cap Imp LOST IV; 56201, Buildings

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form A, Construction - A/E Designed.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form A, Construction - A/E Designed, as well as the Purchase Order.

Attachments

Solicitation
Addenda
Bid Tab Recommendation to Award
Agreement with Exhibits

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

M.C. BLANCHARD WI-FI PROJECT
SPECIFICATION NUMBER PD 18-19.032

BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, April 24, 2019
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 **3:00 PM CDT, April 09, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

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 ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

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
M.C. Blanchard Wi-Fi Project
SPECIFICATION PD 18-19.032

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.
- Bid Surety (bond, check, etc.)

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.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Public Records Exemption of Building Plans

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

M.C. Blanchard Wi-Fi Project
PD 18-19.032

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Exhibit I – Technical Specifications	PDF Page 61

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

M.C. Blanchard Wi-Fi Project

Solicitation Number PD 18-19.032

Solicitation

MAILING DATE: 3/25/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 3:00 PM CDT, April 09, 2019.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, April 24, 2019, 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 the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (____) _____
Toll Free: (____) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid $_____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

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 # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **One Hundred Forty (140) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Fifty-Six (56) consecutive calendar days** from the Substantial Completion date, and **One Hundred Ninety-Six (196) calendar days from the Notice to Proceed**. **Liquidated damages of $100.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

Re: PD 18-19.032 M.C. Blanchard Wi-Fi Project

To the Escambia County Office of Purchasing

We recently sent you a Invitation to Bid on the above-mentioned specification.

We hereby acknowledge and certify that our company has returned with our bid, the CD and/or any copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4950 www.myescambia.com

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to 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 18-19.032, "M.C. Blanchard Wi-Fi Project", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

The work covered by this solicitation consists of providing all labor, equipment, and materials, and performing all aperations necessary for the installation of the electrical work as shown in the drawings (Exhibit H) and technical specifications (Exhibit I)

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then

recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be April 18, 2019 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form, which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on April 09, 2019 at 3:00 PM CDT.

It is **strongly** encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of $100.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

12. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

13. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of Two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

14. Measurements

The linear footage noted are only estimates. Offerors will be responsible for their own measurements and shall submit a firm price accordingly.

There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by Offerors during inspection. Failure to do so will be at Offeror's risk. Any request for unit price on the Bid form is for information only.

Award shall be based solely on "total offer", with no adjustments made for increased/decreased quantities after award.

15. Drawings

A. New Public Records Exemptions of Building Plans Florida Statutes Chapter 119.07 www.leg.state.fl.us/statutes (To View Full Text of this Chapter)

Florida Statutes Chapter 119.07 has been amended as it relates to the inspection, examination and duplication of certain documents pertaining to County building construction.

Section 119.07(3)(b) provides the following:

1. Building plans, blueprints, schematic drawings, and diagrams, including draft,

preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. 1 of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

   a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

   b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or

   c. Upon a showing of good cause before a court of competent jurisdiction.

4. The entities or persons receiving such information shall maintain the exempt status of the information.

Therefore, all CD's and copies of CD's together with any reproductions of any of these documents shall be returned with your bid, together with a signed copy of the acknowledgement and certification letter contained in the bid form section of the solicitation.

B. Drawings "M.C. Blanchard Judicial Building Telecommunications Upgrades," dated October 15, 2018 are included in this Solicitation as Exhibit H.

16. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

17. Protection of Property/Security

The awarded Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded Vendor shall provide for removal of all debris from County property.

The awarded Vendor shall at all times guard against damage or loss to property of Escambia County, or of other Vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded Vendor shall at all times guard against injury to Escambia County employees. The Vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded Vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the Bid form(s) to the best of our knowledge.

19. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

20. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded Vendor shall be paid for services performed through the date of termination.

21. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. 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.

23. Award

Award shall be made on an "all-or-none total" basis.

24. 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.

25. 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.

26. 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.)

27. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

28. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

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.

Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo

insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation floater insurance is to be purchased when builder's risk insurance is inappropriate, or when builder's risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

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.

29. <u>Indemnification</u>

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form A – Architect and Engineer to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 140 calendar days
Fully Complete and ready for Final Inspection in 196 total calendar days
*B. Liquidated Damages at $100.00 for each calendar day
Section 6
Section 7 *A. Escambia County I.T. Department
221 Palafox Place
Pensacola, FL 32502
Attn: Scott MacDonald
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 Four (4) copies of each Application for Payment
*21.1 Two (2) years after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 10, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.032 M.C. Blanchard Wi-Fi Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

his Addendum 1 provides for a new bid form which shall be used in place of the original bid form included in the solicitation. Use of the original bid form and not the attached bid form could be grounds to deem a bid submittal as non-responsive. The Alternate Bid 1 included on the attached bid form is for the purchase, installation, and configuration of equipment shown in the attached "Exhibit J - Equipment" and would be performed at the time of the wire installation which is the Base Bid. This Alternate Bid 1 shall not include the Base Bid amount. Firms have the option of not bidding on the Alternate Bid 1, however, all bids submitted shall include a Base Bid. Please contact Jeffrey Lovingood at JDLovingood@myescambia.com with any questions prior to submitting your bid.

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

April 11, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.032 M.C. Blanchard Wi-Fi Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for drawings and specifications for 100% construction. These are the documents which vendors shall utilize for putting together their bid. Please review at your earliest convenience and submit questions directly to JDLovingood@myescambia.com as the last date for submitting questions is April 15, 2019.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 16, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.032 M.C. Blanchard Wi-Fi Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for answers to the following questions:

1. The newest Bid Form asks for a Base Bid and Alternate Bid 1 price. Please verify if the Base Bid is just for wi-fi cabling and new backbone fiber, or if the electrical contractor's conduit work should be included.
   a. The Base Bid includes all wi-fi access point cabling, backbone fiber, and conduit.

2. Alternate Bid 1 requires Aruba products and associated network equipment. If a firm is not a vendor for Aruba products, do we need to submit a price for it?
   a. Firms are not required to bid on Alternate Bid 1, however, all firms submitting bids must bid on the Base Bid for this solicitation.

3. The specifications call for Cat-6 cables for the Access Points, but the drawings reference "Cat6A". Which is required?
   a. The 100% Specifications issued in Addendum 2 specify Category 6A cabling.

4. When should the old Access Points be disconnected, removed, and demo'd?
   a. The demolition of the old Access Points shall only not take place after the new system has been installed, is operational, and has been accepted as complete by the County.

This Addendum Number 3 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.

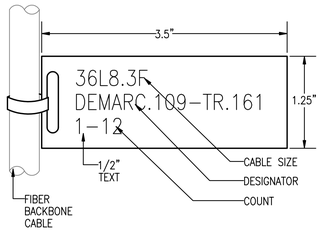
Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

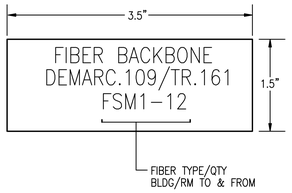
SIGNED: _____

COMPANY: _____



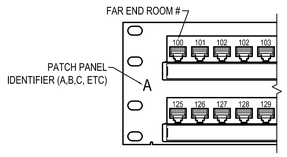
ENGRAVED PLASTIC TAG WITH BLACK LETTERS ON YELLOW BACKGROUND (IBICO/GBC LUGGAGE TAG W/LOOP). TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH VELCRO STRAP. COORDINATE EXACT LABEL INFORMATION WITH 96TH CS PRIOR TO ORDERING TAGS.

1 TYPICAL FIBER BACKBONE CABLE DETAIL
NOT TO SCALE

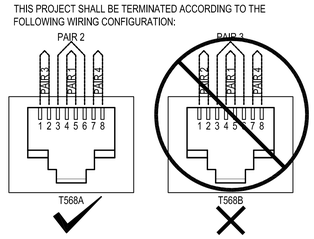


ENGRAVED PLASTIC TAG WITH 1/4" BLACK LETTERS ON WHITE BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH PERMANENT DOUBLE SIDED TO FRONT OF PATCH PANEL.

2 TYPICAL FIBER DRAWER LABEL DETAIL
NOT TO SCALE



3 PATCH PANEL LABELING DETAIL
NOT TO SCALE

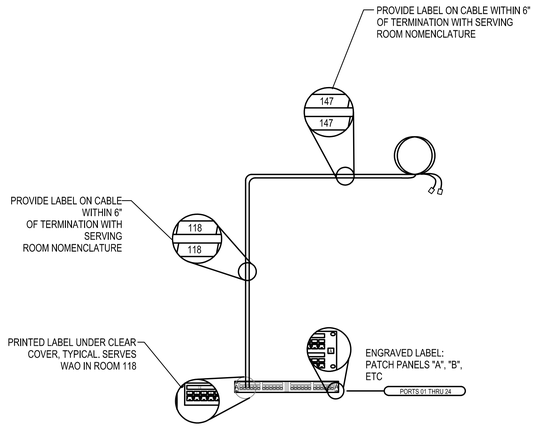


4 WIRING TERMINATION STYLE DETAIL
NOT TO SCALE

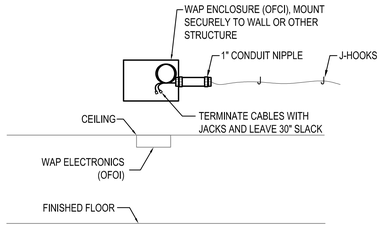
A

FIBER PATCH CABLE QUANTITIES	
CABLE ASSEMBLY LENGTH	M/M FIBER ORANGE DUPLEX LC - DUPLEX LC QTY
7'	16

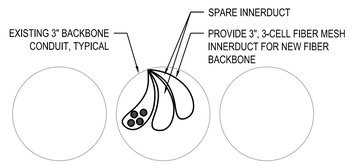
COPPER PATCH CABLE QUANTITIES		
CABLE ASSEMBLY LENGTH	COLOR	QTY
3'	RED	96
5'	YELLOW	64



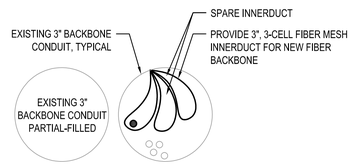
5 TYPICAL WIRE LABLING DETAIL
NOT TO SCALE



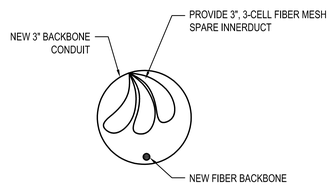
6 TYPICAL WAP DETAIL
NOT TO SCALE



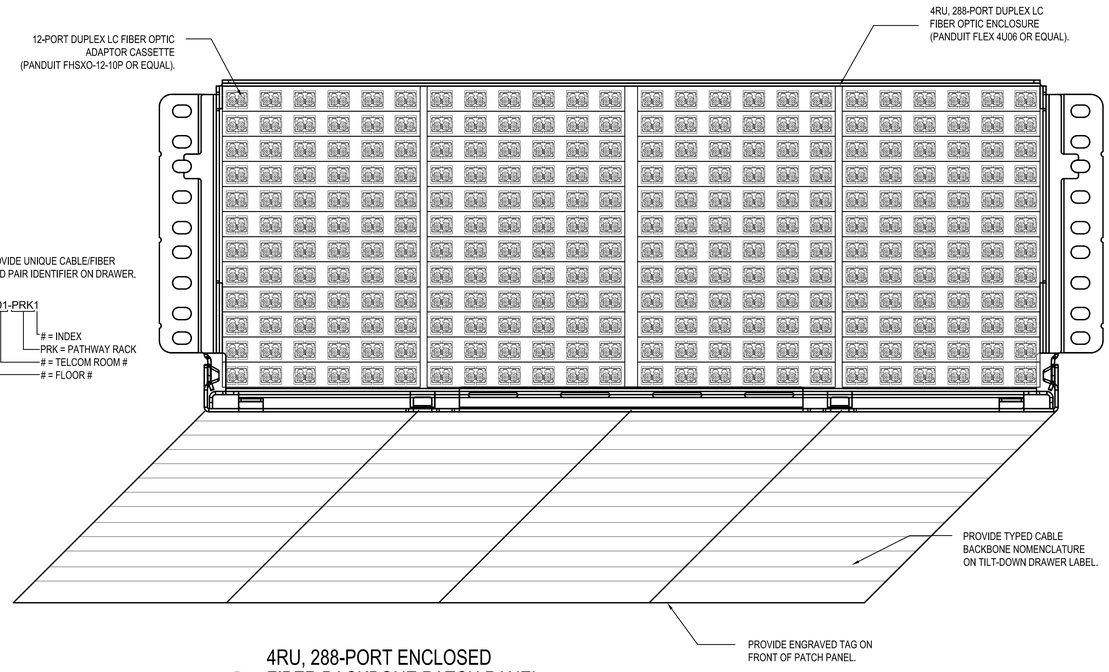
7 EXISTING 3-3" SLEEVE DETAIL, TYPICAL (TR CC.2009A, CC.30007, CC.40006A, CC.5500B)
NOT TO SCALE



8 EXISTING 3" INTRABUILDING BACKBONE @ CC.54008K TO CC.64001
NOT TO SCALE



9 NEW 3" INTRABUILDING BACKBONE (WHERE SHOWN)
NOT TO SCALE



10 4RU, 288-PORT ENCLOSED FIBER BACKBONE PATCH PANEL
NOT TO SCALE

RESPONSIBILITIES & COORDINATION NOTE

THIS LIST IS NOT COMPREHENSIVE. THE STRUCTURED CABLING SYSTEM CONTRACTOR (SCSC) SHALL BE RESPONSIBLE FOR ANY ADDITIONAL REQUIREMENTS SHOWN ON THE TELECOMMUNICATIONS DRAWINGS AND/OR REQUIRED TO PROVIDE A COMPLETE SYSTEM.

1. RACEWAYS:
   THE EC SHALL BE RESPONSIBLE FOR ANY NEW REQUIRED BACKBONE CONDUIT, HORIZONTAL CONDUIT, AND CABLING PATHWAYS, THIS IS TO INCLUDE ALL INTERIOR CONDUIT, ALL WALL PENETRATIONS AND CONDUIT SLEEVES WHETHER SHOWN ON THE DRAWINGS OR AS REQUIRED TO PENETRATE FULL HEIGHT PARTITIONS. CONDUIT PATHWAYS SHALL INCLUDE ALL DEVICE BOXES, PULLBOXES, PULLTAPE, PULLSTRINGS, CONDUIT MARKINGS, ETC. PROVIDE END BUSHINGS ON ALL CONDUIT. THE SCSC SHALL BE RESPONSIBLE FOR THE FOLLOWING ITEMS IN TELECOMMUNICATIONS ROOMS ONLY: CABLE TIES AND/OR ANY OTHER REQUIREMENTS FOR ROUTING AND SECURING CABLE IN THE TELECOMMUNICATIONS ROOMS. THE SCSC SHALL PROVIDE ANY INNERDUCT IN BACKBONE CONDUITS AS REQUIRED IN THE SPECIFICATIONS AND DRAWINGS. WAP ENCLOSURES SHALL BE OFOI, WAP ELECTRONICS SHALL BE OFOI.

2. COMMUNICATIONS CABLING:
   THE SCSC SHALL BE RESPONSIBLE FOR PROVIDING, INSTALLING, TERMINATING, TESTING AND LABELING ALL COMMUNICATIONS CABLES.

TELECOMMUNICATIONS LEGEND

- WAP — WIRELESS ACCESS POINT. PROVIDE TWO (2) CAT6A CABLES FROM NEW HORIZONTAL PATCH PANEL LOCATE IN SERVING TELECOMMUNICATIONS ROOM. SEE PARTIAL FLOOR PLANS.
- EXISTING TELECOMMUNICATIONS GROUNDING BUSBAR (TGB).
- EXISTING PULL BOX.
- EXISTING CONDUIT TERMINATION TO INSULATED BUSHING.
- 1 — SHEET NOTE TAG.
- LEADERS.

GENERAL NOTES

1. EXISTING CONDITIONS SHOWN ARE DERIVED FROM FIELD INVESTIGATION AND AS-BUILT DRAWINGS.
2. CONTRACTOR SHALL PREPARE AND MAINTAIN A TOOL INVENTORY LIST WITH COURT ADMIN.
3. CONTRACTOR SHALL BE ESCORTED BY ESCAMBIA COUNTY IT SERVICES AT ALL TIMES WHEN ON SITE. CONTRACTOR SHALL COORDINATE WITH ECITS ONE (1) WEEK IN ADVANCE.
4. WORK SHALL BE PERFORMED OUTSIDE OF BLANCHARD BUILDING WORKING HOURS ON FLOORS 3 THROUGH 6. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH ECITS ONE (1) WEEK PRIOR TO COMMENCING WORK.

ABBREVIATIONS

A	AMPS
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
BLDG	BUILDING
C	CONDUIT
C/L	CENTERLINE
CLG	CEILING
CU	COPPER
DM	DEMOLISH
EC	ELECTRICAL CONTRACTOR
ECITS	ESCAMBIA COUNTY INFORMATION TECHNOLOGY SERVICES
EF	ENTRANCE FACILITY
EGC	EQUIPMENT GROUNDING CONDUCTOR
EMGB	ELECTRICAL MAIN GROUNDING BUSBAR
EX	EXISTING TO REMAIN
EMT	ELECTRICAL METALLIC TUBING
FACP	FIRE ALARM SYSTEM CONTROL PANEL
FLR	FLOOR
GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
JB	JUNCTION BOX
MCE	MAIN COMMUNICATIONS EQUIPMENT ROOM
M/M	MULTIMODE
MNT	MOUNTING HEIGHT
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
OFOI	OWNER FURNISHED OWNER INSTALLED
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
RM	ROOM
RGS	RIGID GALVANIZED STEEL CONDUIT
RNC	RIGID NON-METALLIC CONDUIT
SCSC	STRUCTURED CABLING SYSTEM CONTRACTOR
S/M	SINGLEMODE
TBB	TELECOMMUNICATIONS BONDING BACKBONE
TR	TELECOMMUNICATIONS ROOM
TGB	TELECOMMUNICATIONS GROUNDING BUSBAR
TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUSBAR
TYP	TYPICAL
UFR	UNDERFLOOR RACEWAY
UL	UNDERWRITERS' LABORATORIES
UNO	UNLESS NOTED OTHERWISE
V	VOLT
VA	VOLT-AMPERES
W	WATTS
WAO	WORK AREA OUTLET
WAP	WIRELESS ACCESS POINT
WP	WEATHERPROOF

dell consulting
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129 E. Government Street
Pensacola, FL 32502
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Dell Consulting project: 18-090

SEAL
Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION	04/16/2019
3	ADDENDUM #3	

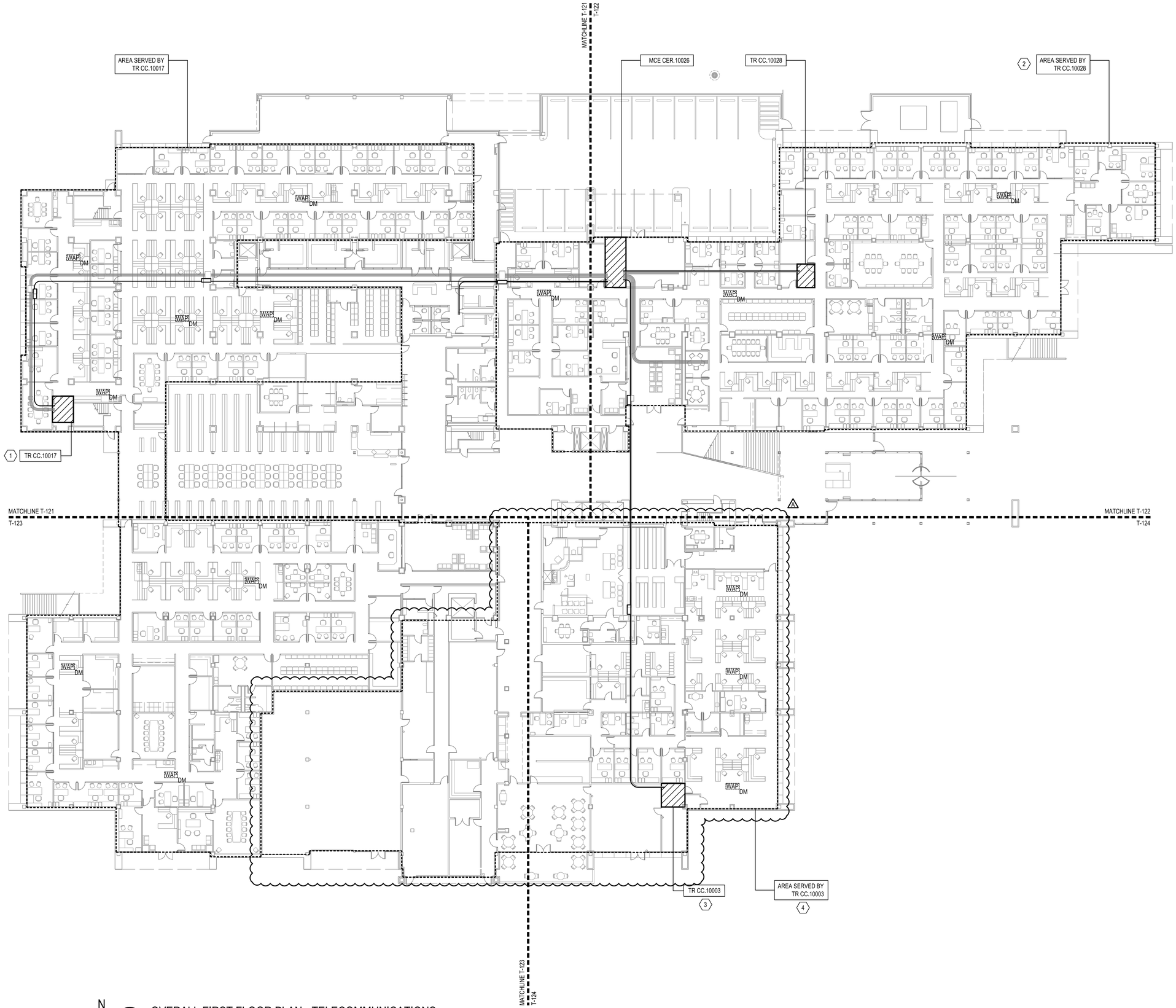
M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: LEGEND, NOTES, ABBREVIATIONS, & DETAILS

SHEET: T-001

100% CONSTRUCTION DOCUMENTS



N

1 OVERALL FIRST FLOOR PLAN - TELECOMMUNICATIONS

16' 0' 16' 32'

SCALE: 1/16"=1'-0"

SHEET NOTES

1. TELECOMMUNICATIONS ROOM SERVING THE STATE ATTORNEY.
2. TELECOMMUNICATIONS ROOM SERVING THE PUBLIC DEFENDER.
3. TELECOMMUNICATIONS ROOM SERVING THE CLERK OF COURT TRAFFIC.
4. COORDINATE DEMOLITION WORK IN THIS AREA - ONLY EXISTING WIRELESS ACCESS POINT EQUIPMENT SHALL BE REMOVED. NO EXISTING VERIZON EQUIPMENT OR DAS ANTENNAS SHALL BE REMOVED OR ALTERED DURING THE NEW WIRELESS ACCESS POINT EQUIPMENT INSTALLATION.

GENERAL NOTES

1. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.
2. DISCONNECT AND REMOVE ALL EXISTING WIRELESS ACCESS POINT EQUIPMENT. RETURN EXISTING EQUIPMENT TO USER GROUP.

100% CONSTRUCTION DOCUMENTS

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION	04/16/2019
1	ADDENDUM #3	

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: OVERALL FIRST FLOOR PLAN - TELECOMMUNICATIONS

SHEET: T-111

MATCHLINE T-121
T-123

MATCHLINE T-121
T-122

MATCHLINE T-122
T-124

CORR. I.P. SUSP. ASA ASA V-W COUN. V-W COUN. V-W COUN WIT. WAIT. CHILD WIT. WAIT. REC. REC.

OPEN OFFICE

WAP

INTV. INTV. CONF. INTV INTV.

CORRIDOR

VEST. LINE-UP INV. HOLD ELEV. VEST.

INV. EQUIP. EVID. CORR. EDP. DIR. NET. MGR. ASA ASA DIV. SEC. CORR. JUVE. DIV. SUPV. P.L. P.L. CORR. EQUIP. TOILET ELEV. EQUIP SAFETY VEST.

CORRIDOR

LOCKERS

INV. SECURED COMP. MAIL BREAK SUPPLIES CORRIDOR

INV. OPEN OFFICE A-V COMPUTER RECORDS

INV. HIGH VOL. COPY WOMENS MENS CORR 1C177 BLD. SUP./STOR./WRKSHP CORR. CORRIDOR

INV. SPEC. PROJ. CONF./TRAINING 1C178 TOILET ADMIN. CLERKS

VEST. CLERICAL ADMIN. VENDING

TOILET ADMIN. MECHANICAL OFFICE MAIL ROOM

CORRIDOR

CHF. INV. INV. INV. INT. AUDIT. PERS. SPEC. FISCAL DIR. ADMIN. SNACK BAR

LAWN EQUIP. CORR.

EXEC. DIR. STATE ATTORNEY CONF. VEHICLE SALLYPORT

WAITING AREA

DOCK

AREA SERVED BY TR CC.10017 - SEE SHEET T-121 FOR LOCATION

AREA SERVED BY TR CC.10003 - SEE SHEET T-121 FOR LOCATION

MATCHLINE T-123
T-124

N

1 FIRST FLOOR PARTIAL FLOOR PLAN SOUTHWEST - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.
3. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.

N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-332-5629
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER/ REVISION	REVISION DESCRIPTION	04/16/2019
3	ADDENDUM #3	

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADES

PENSACOLA, FLORIDA

DESIGNED BY: THB

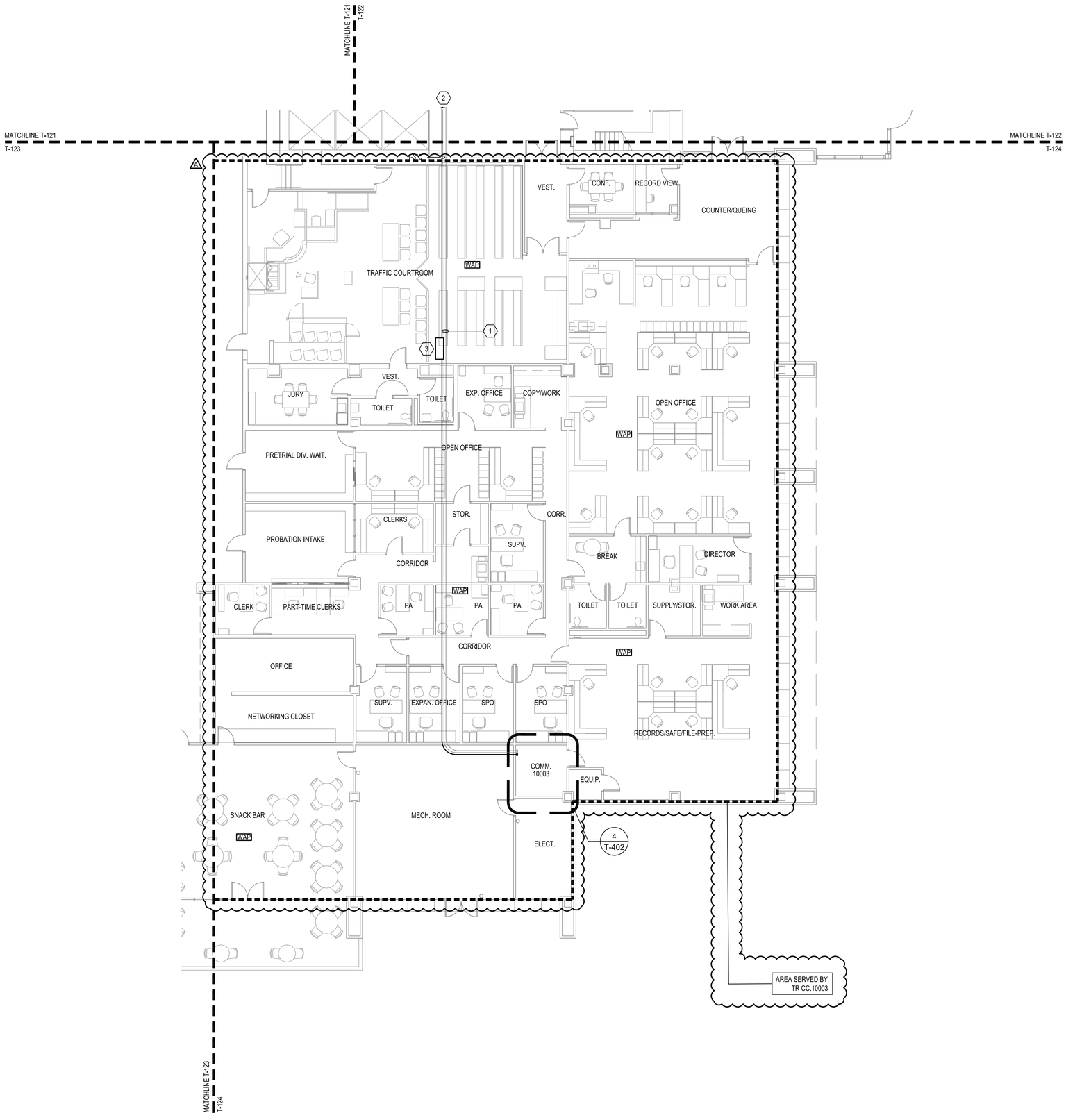
DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FIRST FLOOR PARTIAL FLOOR PLAN SOUTHWEST - TELECOMMUNICATIONS

SHEET: T-123



N

1 FIRST FLOOR PARTIAL FLOOR PLAN SOUTHEAST - TELECOMMUNICATIONS

8' 0' 8' 16'

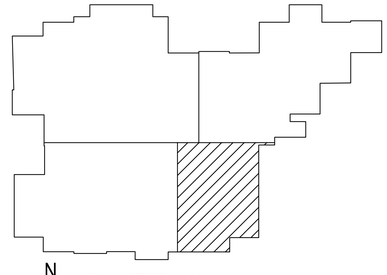
SCALE: 1/8"=1'-0"

SHEET NOTES

1. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.10003 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. SEE SHEET T-122 FOR CONDUIT CONTINUATION.
3. PROVIDE NEW 18"x48"x5" CONDUIT PULL BOX MOUNTED ABOVE CEILING.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.
3. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.



N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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Florida License Number 28404
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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION	
1	ADDENDUM #3	04/16/2019

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FIRST FLOOR PARTIAL FLOOR PLAN SOUTHEAST - TELECOMMUNICATIONS

SHEET: T-124

SHEET NOTES

1. EXISTING FOUR (4) 2" CONDUITS ROUTED ABOVE CEILING.
2. EXISTING 12"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
3. EXISTING 3" CONDUIT SLEEVES UP FROM LEVEL 4 TR CC.40006A. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
4. EXISTING CONDITIONS DRAWINGS WERE UNAVAILABLE FOR THE AREAS SHOWN AS DASHED. COORDINATE EXACT NEW WAP LOCATIONS WITH ECITS PRIOR TO ROUGH-IN.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.

MATCHLINE T-133
T-134

WAP
SHELL SPACE
ELEC
CORR
COMM
55000B
STAIR 6
AREA SERVED BY
TR CC.55000B
LAW CLERKS
CLOSET
COPY
STOR
TLT
BREAK
STAIR 3
WOMENS
ELEC
SECRETARY
SPECIAL PROJ
WAITING
PUBLIC WAITING
CONF
AREA SERVED BY
TR CC.54008K
MATCHLINE T-133
T-134

1 FIFTH FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS
SCALE: 1/8"=1'-0"

2 KEYPLAN
NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION	
1	ADDENDUM #3	04/16/2019

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: FIFTH FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS

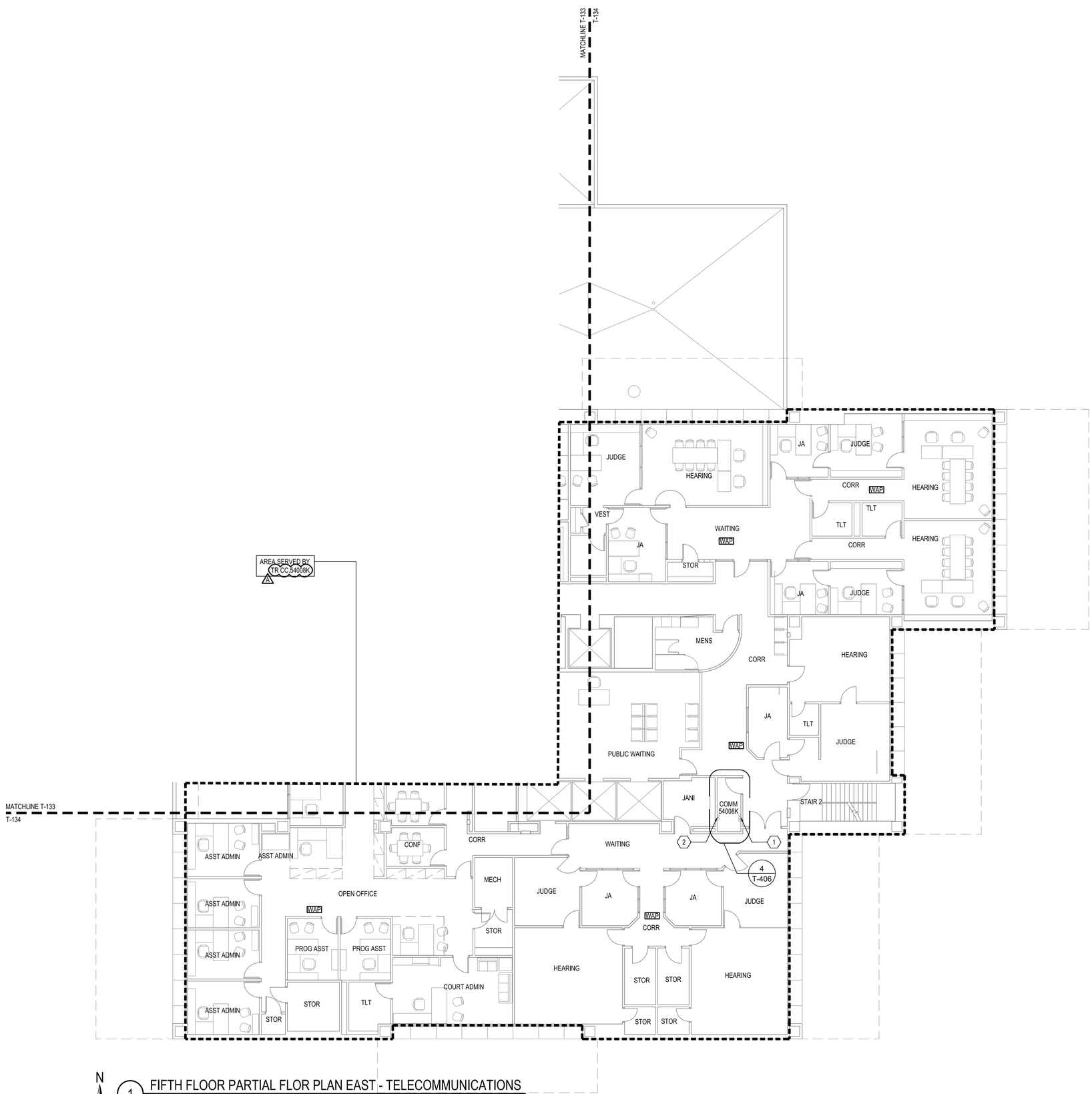
SHEET: T-133

SHEET NOTES

1. EXISTING THREE (3) 3" CONDUITS UP FROM LEVEL 4 BELOW AND RUNNING CONTINUOUS FROM LEVEL 4 MECHANICAL ROOM. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. EXISTING TWO (2) 3" CONDUITS UP TO LEVEL 6 ABOVE AND RUNNING CONTINUOUS ABOVE CEILING TO LEVEL 6 TR CC.64001. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

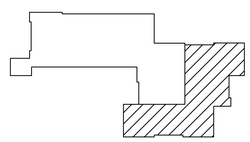
GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.



1 FIFTH FLOOR PARTIAL FLOR PLAN EAST - TELECOMMUNICATIONS

SCALE: 1/8"=1'-0"



2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION	
1	ADDENDUM #3	04/16/2019

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADES

PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FIFTH FLOOR PARTIAL FLOR PLAN EAST - TELECOMMUNICATIONS

SHEET: T-134

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 17, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.032 M.C. Blanchard Wi-Fi Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for answers to the questions on the pages that follow.

This Addendum Number 4 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

129 East Government Street
Pensacola, FL 32502
P: 850.332.5687 • F: 850.332.6629
www.dellconsultingllc.com

Responses to Pre-Bid RFIs

Date: 04/16/2019

Project:	*MC Blanchard Building Telecommunications Upgrade*
Location:	190 West Government St., Pensacola, FL. 32502
No.:	18-090

To:	Scott MacDonald IT Manager Escambia County Florida Board of County Commissioners Pensacola, FL 32502 P: 850.595.4868
From:	Harold Lynn Dell, Jr., PE, RCDD, LEED AP BD+C
Copy To:	**Construction Binder**

04/10/2019

Comment:

1. Sheet T-001, Item 6: Typical WAP Detail shows the WAP enclosure with cabling entering from a j-hook pathway. Are as-built drawings of current existing above ceiling structured cabling pathways (cable tray, conduit, and/or j-hook) available? Reference also Section 271500 – HORIZONTAL CABLING SYSTEM, PART 2, 2.1 (D) which references conduit, j-hooks and cable tray.

Response:

1. ***As-Built drawings of existing above ceiling structured cabling pathways are not available. The specification referenced applies only to work area outlets installed within walls. Horizontal cabling from Wireless Access Points (WAPs) shall be routed from the WAP to the serving TR via J-hooks in accordance with Detail 6, Sheet T-001 and Specification Section 260530.3.3.A.***

Comment:

2. As no site visit is possible prior to award, please identify Plenum and Non-Plenum spaces on this project. (MCE, CC's, Mechanical Rooms.

Response:

2. ***Reference the 100% Construction Documents.***

   A site visit was conducted on 04/09/2019. Provide plenum rated horizontal cabling in accordance with Specification Section 271500.2.2.B.4. Associated cable supports shall also be plenum rated. Fiber optic backbone cabling installed within conduits is not required to be plenum rated per Specification Section 271300.

Comment:

3. Section 270000 – TELECOMMUNICATIONS GENERAL, there are numerous references to items and requirements in Division 1 Specification sections, Structural, Architectural Specifications and drawings, and references to General Contractor, submittal control log, General and Supplementary Conditions and Division 1 Specification Sections, Test Reports and Verification Submittals, O&M Data Submittals, etc. Please review and advise.

Response:

3. ***See responses below:***
    a. ***270000.1.2.A – Replace "Division 1" with "Escambia County Standard Construction Contract Documents."***
    b. ***270000.1.11 – Replace "Division 1" with "Escambia County Standard Construction Contract Documents."***
    c. ***270000.1.13 – Replace "Division 1" with "Escambia County Standard Construction Contract Documents."***
    d. ***270000.3.12 – Replace "Division 1" with "Escambia County Standard Construction Contract Documents."***

Comment:

4. Section 270500 – COMMUNICAITONS RELATED WORK, Part 1, (1.1) states all Division 1 Sections apply to all Division 27 Sections. Division 1 Sections not provided. Please review and advise.

Response:

4. ***270500.1.1 – Replace "Division 1" with "Escambia County Standard Construction Contract Documents."***

Comment:

5. Section 271300 – BACKBONE CABLING SYSTEM, PART 2 – PRODUCTS, 2.2 B 50/125UM Multimode Optical Fiber Cable conflicts with 2.4 A (1) Duplex two-strand 62.5/125-micron patch cord. Please advise.

Response:

5. ***Reference the 100% Construction Documents***

    There is no conflict here. Specification Section 271300.2.4.A.1 requires Duplex, two strand, 50/125 micron fiber. There is no reference within the specifications to 62.5/125-micron fiber optic cable.

Comment:

6. Section 271300 - BACKBONE CABLING SYSTEM, PART 2 – PRODUCTS, 2.2 B 50/125UM Multimode Optical Fiber Cable, please advise OM3 or OM4.

Response:

6. ***Reference the 100% Construction Documents***

    Referenced Specification Section specifies OM3.

Comment:

7. Section 271300 – BACKBONE CABLING SYSTEM, PART 2 – PRODUCTS, 2.3 B (2) Type SC connectors conflicts with Sheet T-401 note 33, 4RU, 288-port enclosed fiber backbone patch panel.
    a. 4U space will accommodate 144 SC type connectors. LC type connectors will accommodate 288 connectors in a 4U (difference manufacturer). Please advise.
    b. Will splice pigtail and/or splice cassette be acceptable alternate to 3M Hot Melt.

Response:

7. ***Reference the 100% Construction Documents.***

   There is no conflict here. Specification Section 271300.2.3.B.2 specifies Duplex LC connectors.
   - ***a. Duplex LC connectors are specified.***
   - ***b. Fusion splicing is acceptable.***

Comment:

8. Section 271300 – BACKBONE CABLING SYSTEM, PART 2 – PRODUCTS, 2.3 C (8) Manufacturer: Superior Modular Fiber LIU, merged with OCC in 2009. Current OCC LIU Maximum capacity is 196 fibers utilizing quad LC adapters. Please advise.

Response:

8. ***Reference the 100% Construction Documents.***

   The referenced specification section and the drawings state that Panduit is the basis of design, not Superior. Utilize either the basis of design LIU or another equivalent LIU from one of the pre-approved manufacturers/system partners specified in Specification Section 2.3.A.

Comment:

9. Section 271300 – BACKBONE CABLING SYSTEM, PART 3 – EXECUTION, 3.2 (E) Innerduct: Provide a minimum of one set of innerducts in each of the backbone conduits containing backbone cables in all backbone conduit runs, conflicts with T-001 which specifies which conduits and quantity of innerduct to provide as well as which existing conduits are filled. Please clarify.

Response:

9. ***The specifications and drawings are not in conflict. The referenced specification section states to provide a minimum of one set of innerducts <u>in each backbone conduit containing backbone cabling</u> in all backbone conduit runs. The details illustrate this requirement. The intent of the drawings is to provide new innerduct wherever new backbone cabling is provided.***

Comment:

10. Section 271300 – BACKBONE CABLING SYSTEM, PART 3 – EXECUTION 3.9 (A) Deliver all patch cords to Owner…by type and length as scheduled on the drawing. Please advise location of the patch cord schedule referenced. Same for Section 271500 Horizontal cabling part 3, 3.9….

Response:

10. ***See upcoming addendum for patch cord schedule.***

Comment:

11. Several WAP locations for MCE CER.10026 exceed 295', some at 310', 360' and 375. These are closest to TR CC.10003. This includes the Snack Bar, Doc, Large Mechanical room, PA office etc. Reference sheets T-123 and T-124. Of note, these locations also appear outside the distance limitations of TR CC.10017.

Response:

11. ***See upcoming addendum. The referenced WAPs shall be fed from TR CC.10003.***

Comment:

12. Similar to #11 above, floors 3, 4, and 5 appear to have similar issues with distance limitations.

Response:

12. ***The WAPs shown are within the 295' distance limit. Contractor shall ensure that the WAPs are installed within 295'***

    The 5th floor east wing wireless access points shall be fed from telecommunications rom 54008K. See upcoming addendum.

Comment:

13. Sheet T-125 shows one each WAP inside a room labeled as Vault/Safe. Is this location correct? Are there existing usable penetrations into this space? If not, please advise material and thickness to penetrate.

Response:

13. ***There is no WAP specified in the stated location.***

Comment:

14. Sheet T-125 shows WAP above ceiling in Women's restroom. Is this location correct?

Response:

14. ***Reference the 100% Construction Documents.***

    There is no WAP specified in the stated location.

Comment:

15. Sheet T-132 Note 1 states level 5 TRCC.55005B. Should this state TR CC.54008K?

Response:

15. ***Yes, the note should read "TR CC.54008K." These are existing conduits and are included for reference only. New fiber and innerduct shall be installed in the new conduit shown per Detail 9, Sheet T-001.***

Comment:

16. Please define acceptable working hours onsite.

Response:

16. ***Reference the 100% Construction Documents.***

    Work shall be performed outside of Blanchard Building working hours on Floors 3 through 6 per General Note 4, Sheet T-001. Work on Floors 1 and 2 may be performed during normal business hours. All work shall be coordinated with Escambia County ITS 1 week prior to commencing work.

Comment:

17. Are escorts required and if so, will multiple escorts be provided?

Response:

17. ***Reference the 100% Construction Documents.***

    Yes, escorts are required per General Note 3, Sheet T-001. Multiple escorts are not available.

Comment:

18. Multiple sheets, General Note, Disconnect and remove all existing wireless access point equipment. Return existing equipment to user group.
    a. Is this to be scheduled following completion and acceptance of the entire new system?
    b. Please define "ALL existing wireless access point equipment." Is this the cabling, WAP electronics, WAP enclosures, horizontal patch panels, network switches?

Response:

18. ***All existing wireless access point equipment shall be removed and returned to the User Group unless noted otherwise.***
    a. Yes, the existing equipment shall be removed after final acceptance of the new system. Wireless services shall not be interrupted during construction.
    b. Equipment is defined as WAP electronics, enclosures, and network switches. Components of the horizontal cabling system is not defined as "equipment." The cabling serving the existing wireless access points shall be completely removed. Any patch panels made spare during demolition shall remain as spares within the rack.

04/16/2019

Comment:

19. The spec's call for Cat 6 cables for the AP's but the drawings reference CAT6A, which do you want?

Response:

19. ***Reference the 100% Construction Documents. The 100% Specifications specify Category 6A cabling. Category 6 cabling is not specified within the Contract Documents.***

Comment:

20. When do we demo the old AP's, I assume after the new ones are installed?

Response:

20. ***The demolition of the old APs shall be performed after the new system has been installed, is operational, and has been finally accepted.***

Comment:

21. Are as-built drawings of current existing above ceiling structured cabling pathways (cable tray, conduit, and/or j-hook) available?

Response:

21. ***As-built drawings are not available.***

Comment:

22. As no site visit is possible prior to award, please identify Plenum and Non-Plenum spaces on this project. (MCE, CC's, Mech rooms). Note, the Cat 6 cable is specifically called out as Plenum.

Response:

22. ***See response to Comment 2.***

Comment:

23. Section 271300-BACKBONE CABLING SYSTEM, PART 3-EXECUTION,3.2 (E) Innerduct: Provide a minimum of one set of innerducts in each of the backbone conduits containing backbone cables in all backbone conduit runs. Please clarify this requirement is for the new backbone cabling being installed on this project only and not to every backbone conduit currently in place containing backbone cable.

Response:

23. ***Innerducts shall be installed in existing backbone conduits and sleeves where new backbone is being provided in accordance with Details 7 and 8 on Sheet T-001. All new intrabuilding backbone conduit shall be provided with innerduct in accordance with Detail 9, Sheet T-001.***

Comment:

24. Section 271300-BACKBONE CABLING SYSTEM, PART 3-EXECUTION, 3.9 (A) Deliver all patch cords to Owner along with a typed inventory of the patch cords broken down by type and length as scheduled on the drawings. Please advise location of the patch cord schedule referenced that includes type and length. Same for Section 271500 Horizontal cabling part 3, 3.9…

Response:

24. ***Patch cord schedules were issued in Addendum #3.***

Comment:

25. 100% drawings continue the appearance of WAP locations outside cable distance limitations. As no site survey is possible prior to award allowing verification of actual distances please advise.

Response:

25. ***See response to Comments 11 and 12.***

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 23, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 5:

Re: PD 18-19.032 M.C. Blanchard Wi-Fi Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 5 provides drawings that were to be distributed with Addendum 3.

This Addendum Number 5 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

Public Notice of Recommended Award

Bid Tabulation

Solicitation Number: PD 18-19.032
Solicitation Name: M.C. Blanchard Wi-Fi Project

Bid Opening Time: 3:00 PM **Bid Opening Date:** 4/24/2019 **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	Base Bid	Bid Alternate 1	Grand Total
Glaze Communications Services, Inc.	Y	Y	Y	Y	Y	N	Y	$267,777.00	$178,736.00	$446,513.00
Infinity Datacom Solutions, LLC	Y	Y	Y	Y	Y	N	Y	$220,501.84	No Bid	$220,501.84

Bids Opened By:	Jeff Lovingood, Purchasing Specialist	**Date:**	4/24/2019	**Status:**	
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist	**Date:**	4/24/2019	**Recommendation to Award**	
Bids Witnessed By:	Sherri D. Bonner	**Date:**	4/24/2019	**CAR Date:** 5/6/2019	**BCC Date:** 5/16/2019

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Infinity Datacom Solutions, LLC

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: The IT department has elected to only move forward with the Base Bid work. The work included in Bid Alternate 1 will not be a part of the agreement resulting from this solicitation. It may, however, be bid separately at a future date.

Posted: 4/30/2019

Form Completed By: JDL

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

INFINITY DATACOM SOLUTIONS, LLC

For

PD 18-19.032, M.C. BLANCHARD WI-FI PROJECT

FORM A: Construction- A/E Designed

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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	and Identified as Follows: **[Description/Sheet No./Date]**	
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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND INFINITY DATACOM SOLUTIONS, LLC FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with Infinity Datacom Solutions, LLC (“Contractor”), a Florida company for profit, to perform all work ("Work") in connection with PD 18-19.032, M.C. Blanchard Wi-Fi Projects ("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:

Two Hundred Twenty Thousand, Five Hundred One Dollars and Eighty-Four Cents

$220,501.84

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 **One Hundred Forty** (**140**) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Fifty-Six** (**56**) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **One Hundred Ninety-Six** (**196**) 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, **$100.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit H:	Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: **[Description/Sheet No./Date]**
Exhibit I:	Technical Specifications **[Description/Date]**
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:

Escambia County - Information Technology Department
221 Palafox Place
Pensacola, Florida 32502
Attn: Scott MacDonald

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:

Infinity Datacom Solutions, LLC
140 B Lurton Street
Pensacola, FL 32505
Attn: Rick Johnston, VP Operations

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 Infinity Datacom Solutions, LLC signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Amy Lovoy, Interim County Administrator

Witness: _____

Date: _____

BCC Approved: 5/16/2019

CONTRACTOR:
Infinity Datacom Solutions, LLC, a for-profit Company, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

Rick Johnston, VP Operations

By: _____
Secretary

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.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit **Four** (**4**) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to

the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

If the Contract Amount is $200,000.00 or less, the following shall apply:
At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion 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 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 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; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All

compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) 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 Application for Payment.

Section 16. ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and

paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount,

Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) 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

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.

22.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at

County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work’s warranty period beyond two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and

remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an 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 otherwise designated in writing by the Contractor to the County.

28.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____,
(Insert name, address, and phone number of contractor)
as Principal, and _____,
(Insert full name, home office address and phone number of surety)
as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of _____
_____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No. _____
_____
(Insert name of project, including legal description, street address of property and general description of improvement)
_____

_____

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder,

or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

_____

Witnesses as to Principal

PRINCIPAL:

_____

By: _____

Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

(Authorized Signature)

_____

Witness

_____

(Printed Name)

OR

_____ _____

As Attorney in Fact (Attach Power)

_____

_____ _____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of _____
_
(Insert name of project, including legal description, street address of property and general description of improvement)

_____
_

_____
_

_____
_

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____ between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants as defined in Section 255.05(1)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this pond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

_____

_____

By: _____

Name: _____

_____

Witnesses as to Principal

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

_____
Witness

_____
(Business Address)

_____
(Authorized Signature)

_____
Witness

_____
(Printed Name)

OR

_____

_____
As Attorney in Fact (Attach Power)

_____

_____
Witnesses

_____

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

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 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.

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: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Email: JDLovingood@myescambia.com
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.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

TERMINATION/ADVERSE CHANGE ENDORSEMENT

All of Contractor's policies, except for professional liability and workers 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, non-renewal or adverse change.

BUILDERS RISK COVERAGE

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

INSTALLATION FLOATER COVERAGE

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

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.

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 ~~or~~ 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, materialmen, 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, materialmen, 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

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-

fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____
Contractor

By: _____
Architect

By: _____
Owner

Exhibit H

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADE

FOR

Escambia County Facilities Management

190 W Government St.
Pensacola, Florida 32502

BY

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-453-6629
Dell Consulting project: 18-090

JANUARY 04, 2019

SCOPE OF WORK

N

1 VICINITY MAP
NOT TO SCALE

SHEET INDEX	
Sheet Number	Sheet Title
G-001	TITLE SHEET
T-001	LEGEND, NOTES, ABBREVIATIONS, & DETAILS
T-111	OVERALL FIRST FLOOR PLAN – TELECOMMUNICATIONS
T-112	OVERALL SECOND FLOOR PLAN – TELECOMMUNICATIONS
T-113	OVERALL THIRD & FOURTH FLOOR PLANS TELECOMMUNICATIONS
T-114	OVERALL FIFTH & SIXTH FLOOR PLANS TELECOMMUNICATIONS
T-121	FIRST FLOOR PARTIAL FLOOR PLAN NORTHWEST – TELECOMMUNICATIONS
T-122	FIRST FLOOR PARTIAL FLOOR PLAN NORTHEAST – TELECOMMUNICATIONS
T-123	FIRST FLOOR PARTIAL FLOOR PLAN SOUTHWEST – TELECOMMUNICATIONS
T-124	FIRST FLOOR PARTIAL FLOOR PLAN SOUTHEAST – TELECOMMUNICATIONS
T-125	SECOND FLOOR PARTIAL FLOOR PLAN NORTHWEST – TELECOMMUNICATIONS
T-126	SECOND FLOOR PARTIAL FLOOR PLAN NORTHEAST – TELECOMMUNICATIONS
T-127	SECOND FLOOR PARTIAL FLOOR PLAN SOUTHWEST – TELECOMMUNICATIONS
T-128	SECOND FLOOR PARTIAL FLOOR PLAN SOUTHEAST – TELECOMMUNICATIONS
T-129	THIRD FLOOR PARTIAL FLOOR PLAN WEST – TELECOMMUNICATIONS
T-130	THIRD FLOOR PARTIAL FLOOR PLAN EAST – TELECOMMUNICATIONS
T-131	FOURTH FLOOR PARTIAL FLOOR PLAN WEST – TELECOMMUNICATIONS
T-132	FOURTH FLOOR PARTIAL FLOOR PLAN EAST – TELECOMMUNICATIONS
T-133	FIFTH FLOOR PARTIAL FLOOR PLAN WEST – TELECOMMUNICATIONS
T-134	FIFTH FLOOR PARTIAL FLOR PLAN EAST – TELECOMMUNICATIONS
T-135	SIXTH FLOOR PARTIAL FLOOR PLAN – TELECOMMUNICATIONS
T-401	ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS
T-402	ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS
T-403	ENLARGEDTELECOMMUNICATIONS PLANS & RACK ELEVATIONS
T-404	ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS
T-405	ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS
T-406	ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS
T-407	ENLARGED TELECOMMUNICATIONS PLAN & RACK ELEVATION
T-600	RISER DIAGRAM
T-601	RISER DIAGRAM

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-453-6629
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

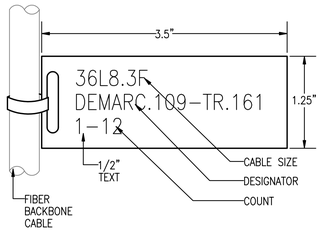
NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: TITLE SHEET

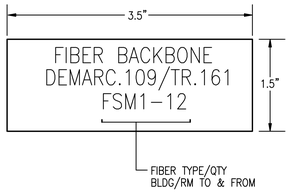
SHEET: G-001



ENGRAVED PLASTIC TAG WITH BLACK LETTERS ON YELLOW BACKGROUND (IBICO/GBC LUGGAGE TAG W/LOOP). TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH VELCRO STRAP. COORDINATE EXACT LABEL INFORMATION WITH 96TH CS PRIOR TO ORDERING TAGS.

1 TYPICAL FIBER BACKBONE CABLE DETAIL

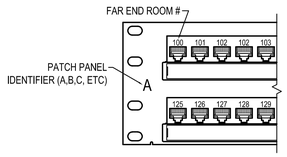
NOT TO SCALE



ENGRAVED PLASTIC TAG WITH 1/4" BLACK LETTERS ON WHITE BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH PERMANENT DOUBLE SIDED TO FRONT OF PATCH PANEL.

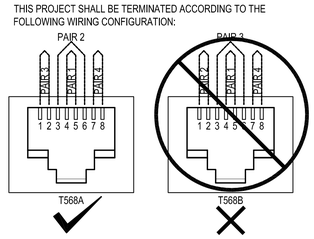
2 TYPICAL FIBER DRAWER LABEL DETAIL

NOT TO SCALE



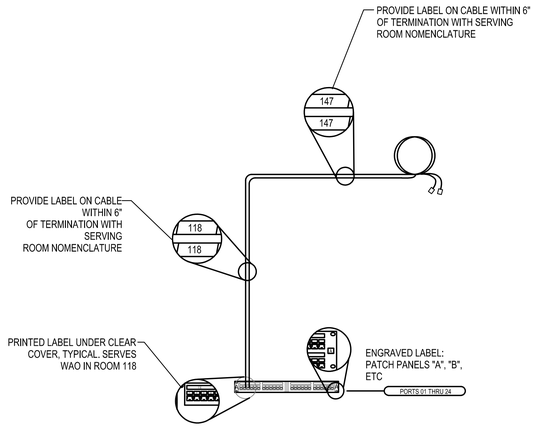
3 PATCH PANEL LABELING DETAIL

NOT TO SCALE



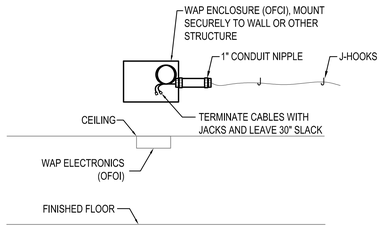
4 WIRING TERMINATION STYLE DETAIL

NOT TO SCALE



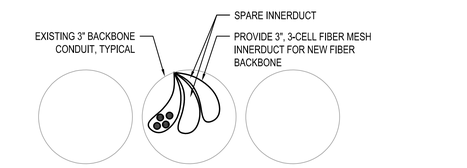
5 TYPICAL WIRE LABLING DETAIL

NOT TO SCALE



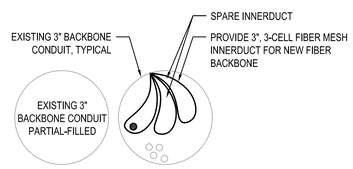
6 TYPICAL WAP DETAIL

NOT TO SCALE



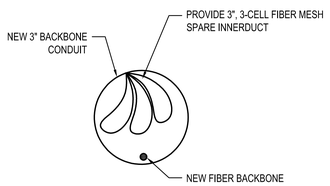
7 EXISTING 3-3" SLEEVE DETAIL, TYPICAL (TR CC.2009A, CC.30007, CC.40006A, CC.5500B)

NOT TO SCALE



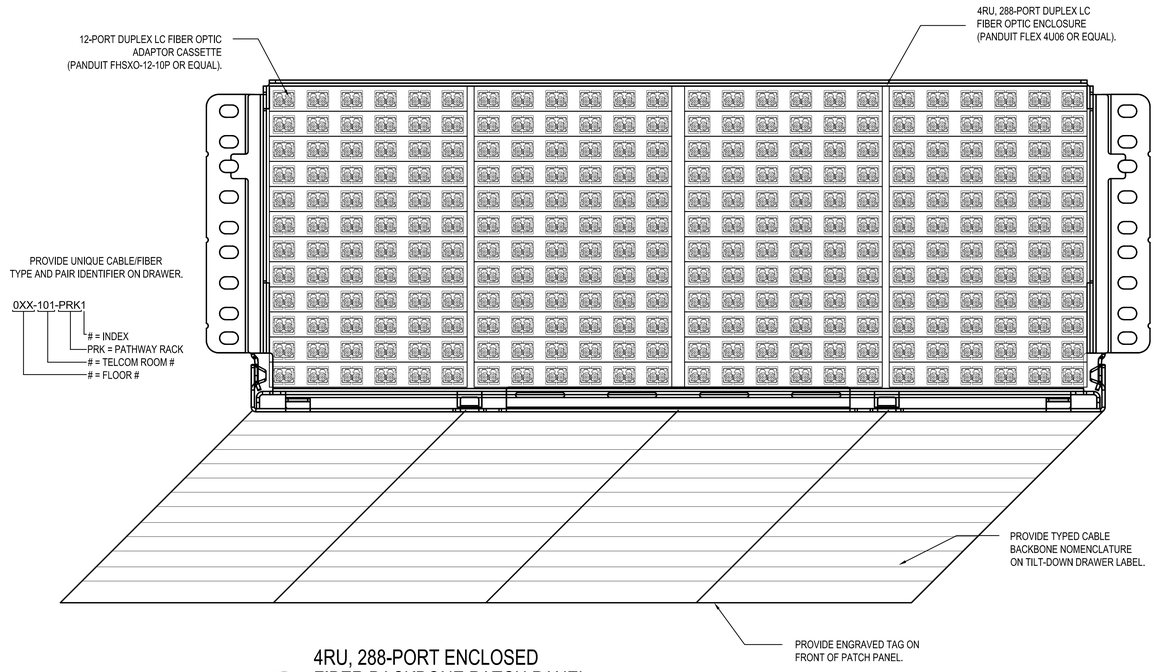
8 EXISTING 3" INTRABUILDING BACKBONE @ CC.54008K TO CC.64001

NOT TO SCALE



9 NEW 3" INTRABUILDING BACKBONE (WHERE SHOWN)

NOT TO SCALE



10 4RU, 288-PORT ENCLOSED FIBER BACKBONE PATCH PANEL

NOT TO SCALE

RESPONSIBILITIES & COORDINATION NOTE

THIS LIST IS NOT COMPREHENSIVE. THE STRUCTURED CABLING SYSTEM CONTRACTOR (SCSC) SHALL BE RESPONSIBLE FOR ANY ADDITIONAL REQUIREMENTS SHOWN ON THE TELECOMMUNICATIONS DRAWINGS AND/OR REQUIRED TO PROVIDE A COMPLETE SYSTEM.

1. RACEWAYS:
   THE EC SHALL BE RESPONSIBLE FOR ANY NEW REQUIRED BACKBONE CONDUIT, HORIZONTAL CONDUIT, AND CABLING PATHWAYS, THIS IS TO INCLUDE ALL INTERIOR CONDUIT, ALL WALL PENETRATIONS AND CONDUIT SLEEVES WHETHER SHOWN ON THE DRAWINGS OR AS REQUIRED TO PENETRATE FULL HEIGHT PARTITIONS. CONDUIT PATHWAYS SHALL INCLUDE ALL DEVICE BOXES, PULLBOXES, PULLTAPE, PULLSTRINGS, CONDUIT MARKINGS, ETC. PROVIDE END BUSHINGS ON ALL CONDUIT. THE SCSC SHALL BE RESPONSIBLE FOR THE FOLLOWING ITEMS IN TELECOMMUNICATIONS ROOMS ONLY: CABLE TIES AND/OR ANY OTHER REQUIREMENTS FOR ROUTING AND SECURING CABLE IN THE TELECOMMUNICATIONS ROOMS. THE SCSC SHALL PROVIDE ANY INNERDUCT IN BACKBONE CONDUITS AS REQUIRED IN THE SPECIFICATIONS AND DRAWINGS. WAP ENCLOSURES SHALL BE OFOI, WAP ELECTRONICS SHALL BE OFOI.

2. COMMUNICATIONS CABLING:
   THE SCSC SHALL BE RESPONSIBLE FOR PROVIDING, INSTALLING, TERMINATING, TESTING AND LABELING ALL COMMUNICATIONS CABLES.

TELECOMMUNICATIONS LEGEND

WAP	WIRELESS ACCESS POINT. PROVIDE TWO (2) CAT6A CABLES FROM NEW HORIZONTAL PATCH PANEL LOCATE IN SERVING TELECOMMUNICATIONS ROOM. SEE PARTIAL FLOOR PLANS.
	EXISTING TELECOMMUNICATIONS GROUNDING BUSBAR (TGB).
	EXISTING PULL BOX.
	EXISTING CONDUIT TERMINATION TO INSULATED BUSHING.
1	SHEET NOTE TAG.
	LEADERS.

GENERAL NOTES

1. EXISTING CONDITIONS SHOWN ARE DERIVED FROM FIELD INVESTIGATION AND AS-BUILT DRAWINGS.
2. CONTRACTOR SHALL PREPARE AND MAINTAIN A TOOL INVENTORY LIST WITH COURT ADMIN.
3. CONTRACTOR SHALL BE ESCORTED BY ESCAMBIA COUNTY IT SERVICES AT ALL TIMES WHEN ON SITE. CONTRACTOR SHALL COORDINATE WITH ECITS ONE (1) WEEK IN ADVANCE.
4. WORK SHALL BE PERFORMED OUTSIDE OF BLANCHARD BUILDING WORKING HOURS ON FLOORS 3 THROUGH 6. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH ECITS ONE (1) WEEK PRIOR TO COMMENCING WORK.

ABBREVIATIONS

A	AMPS
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
BLDG	BUILDING
C	CONDUIT
C/L	CENTERLINE
CLG	CEILING
CU	COPPER
DM	DEMOLISH
EC	ELECTRICAL CONTRACTOR
ECITS	ESCAMBIA COUNTY INFORMATION TECHNOLOGY SERVICES
EF	ENTRANCE FACILITY
EGC	EQUIPMENT GROUNDING CONDUCTOR
EMGB	ELECTRICAL MAIN GROUNDING BUSBAR
EX	EXISTING TO REMAIN
EMT	ELECTRICAL METALLIC TUBING
FACP	FIRE ALARM SYSTEM CONTROL PANEL
FLR	FLOOR
GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
JB	JUNCTION BOX
MCE	MAIN COMMUNICATIONS EQUIPMENT ROOM
M/M	MULTIMODE
MNT	MOUNTING HEIGHT
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
OFOI	OWNER FURNISHED OWNER INSTALLED
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
RM	ROOM
RGS	RIGID GALVANIZED STEEL CONDUIT
RNC	RIGID NON-METALLIC CONDUIT
SCSC	STRUCTURED CABLING SYSTEM CONTRACTOR
S/M	SINGLEMODE
TBB	TELECOMMUNICATIONS BONDING BACKBONE
TR	TELECOMMUNICATIONS ROOM
TGB	TELECOMMUNICATIONS GROUNDING BUSBAR
TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUSBAR
TYP	TYPICAL
UFR	UNDERFLOOR RACEWAY
UL	UNDERWRITERS' LABORATORIES
UNO	UNLESS NOTED OTHERWISE
V	VOLT
VA	VOLT-AMPERES
W	WATTS
WAO	WORK AREA OUTLET
WAP	WIRELESS ACCESS POINT
WP	WEATHERPROOF

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

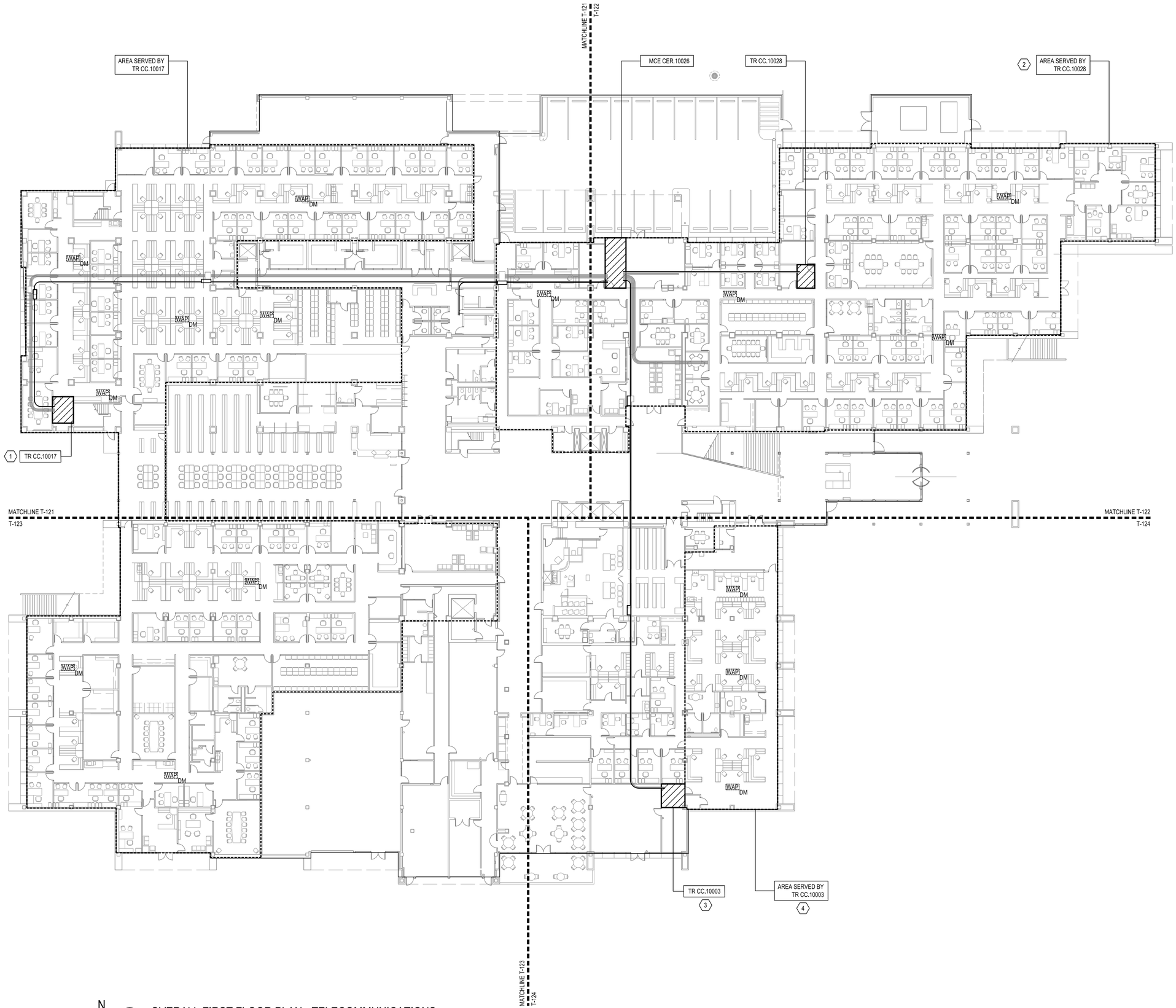
M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: LEGEND, NOTES, ABBREVIATIONS, & DETAILS

SHEET: T-001

100% CONSTRUCTION DOCUMENTS



N

1 OVERALL FIRST FLOOR PLAN - TELECOMMUNICATIONS

16' 0' 16' 32'

SCALE: 1/16"=1'-0"

SHEET NOTES

1. TELECOMMUNICATIONS ROOM SERVING THE STATE ATTORNEY.
2. TELECOMMUNICATIONS ROOM SERVING THE PUBLIC DEFENDER.
3. TELECOMMUNICATIONS ROOM SERVING THE CLERK OF COURT TRAFFIC.
4. COORDINATE DEMOLITION WORK IN THIS AREA - ONLY EXISTING WIRELESS ACCESS POINT EQUIPMENT SHALL BE REMOVED. NO EXISTING VERIZON EQUIPMENT OR DAS ANTENNAS SHALL BE REMOVED OR ALTERED DURING THE NEW WIRELESS ACCESS POINT EQUIPMENT INSTALLATION.

GENERAL NOTES

1. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.
2. DISCONNECT AND REMOVE ALL EXISTING WIRELESS ACCESS POINT EQUIPMENT. RETURN EXISTING EQUIPMENT TO USER GROUP.

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Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

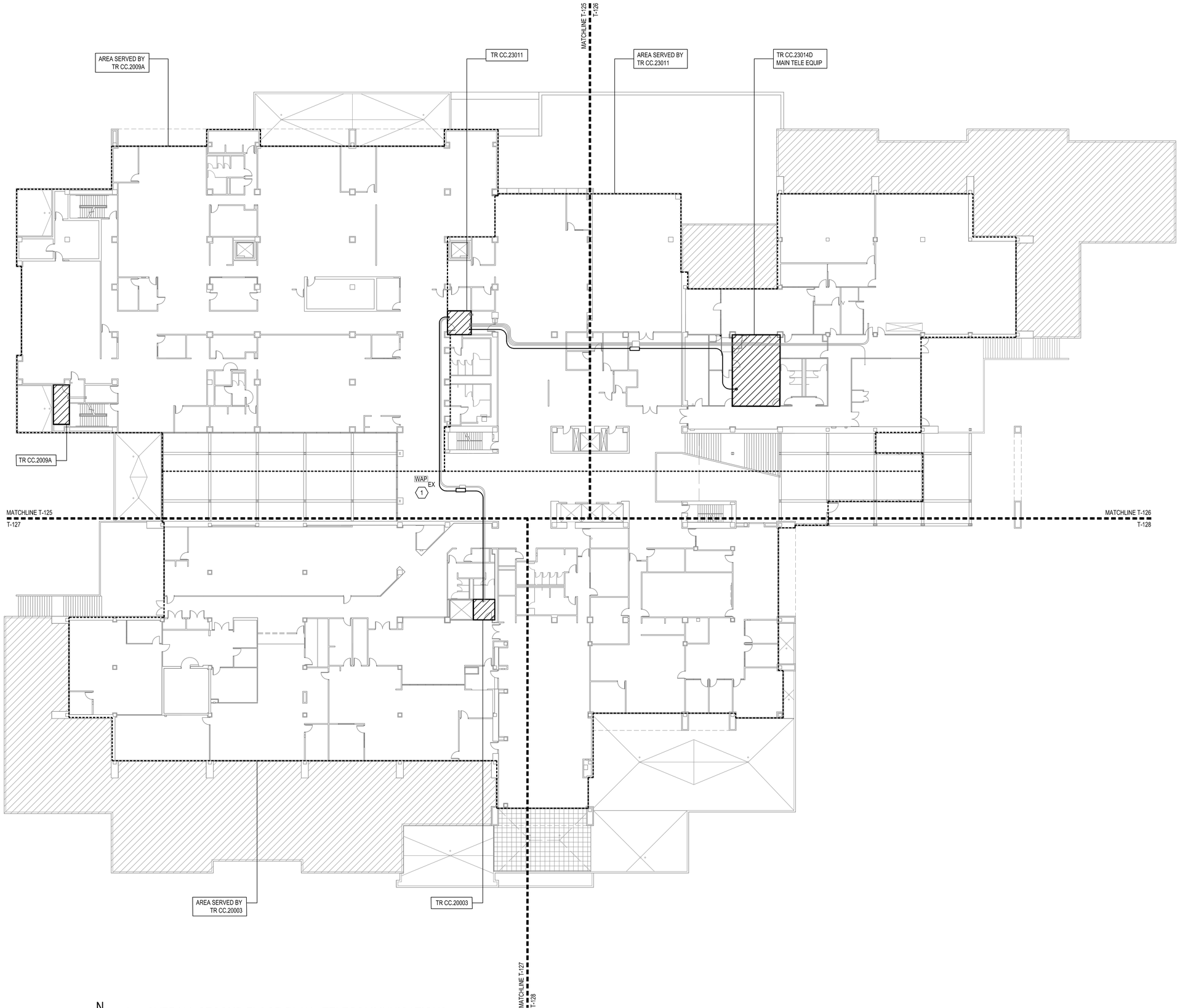
CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: OVERALL FIRST FLOOR PLAN - TELECOMMUNICATIONS

SHEET: T-111

100% CONSTRUCTION DOCUMENTS



N

1 OVERALL SECOND FLOOR PLAN - TELECOMMUNICATIONS

16' 0' 16' 32'

SCALE: 1/16"=1'-0"

SHEET NOTES

1 EXISTING IBUTU WIRELESS ACCESS POINT TO REMAIN.

GENERAL NOTES

1. ALL TELECOMMUNICATION ROOMS ON LEVEL 2 SERVE THE LEVEL 2 CLERK OF COURT.

100% CONSTRUCTION DOCUMENTS

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NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

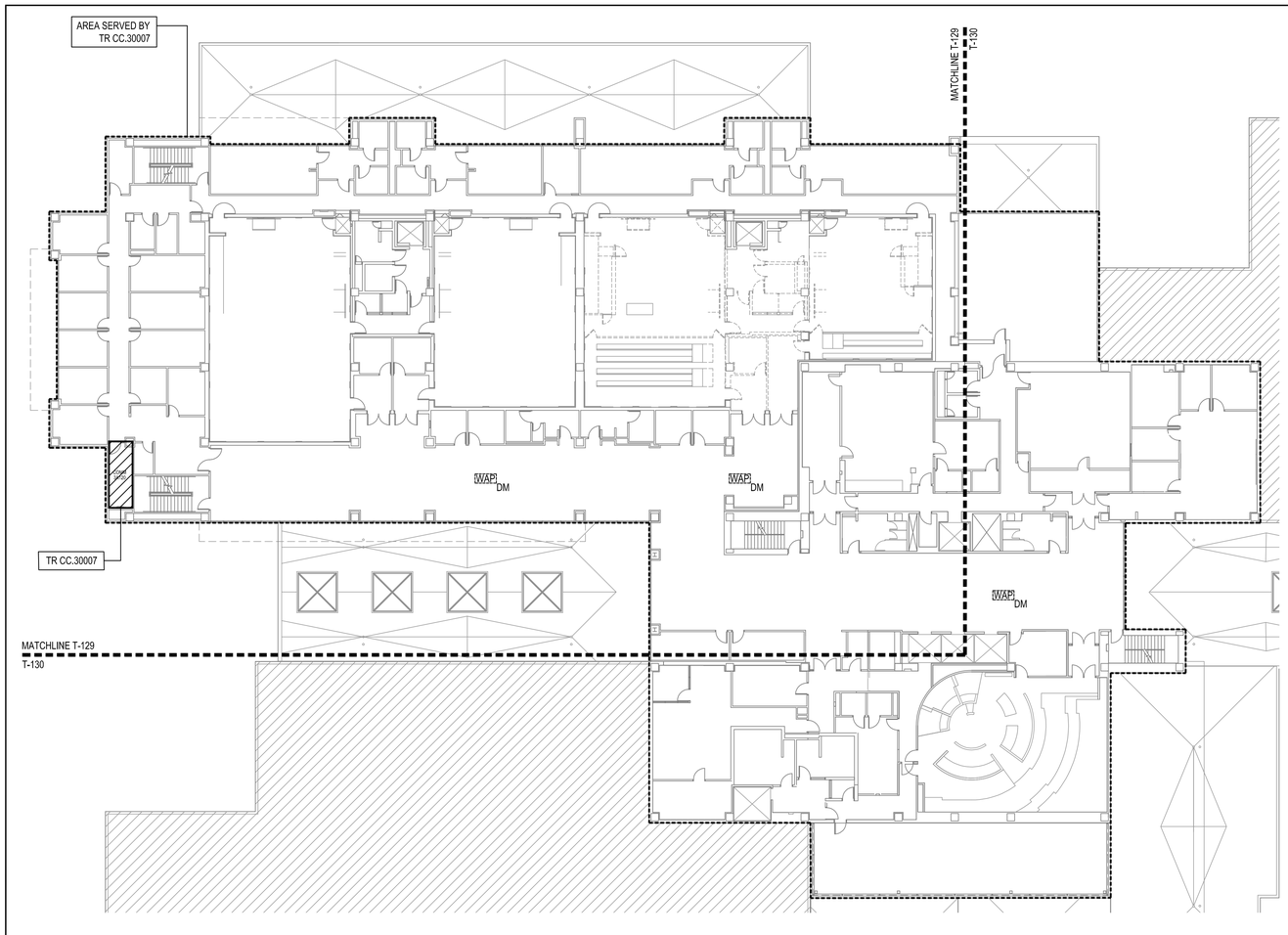
DATE: 01/04/2019

SHEET TITLE: OVERALL SECOND FLOOR PLAN - TELECOMMUNICATIONS

SHEET: T-112

GENERAL NOTES

1. TELECOMMUNICATION ROOM ON LEVEL 3 SERVES THE LEVEL 3 CLERK OF COURT.
2. TELECOMMUNICATION ROOM ON LEVEL 4 SERVES THE LEVEL 4 CLERK OF COURT.
2. DISCONNECT & REMOVE ALL EXISTING WIRELESS ACCESS POINT EQUIPMENT. RETURN EXISTING EQUIPMENT TO USER GROUP.

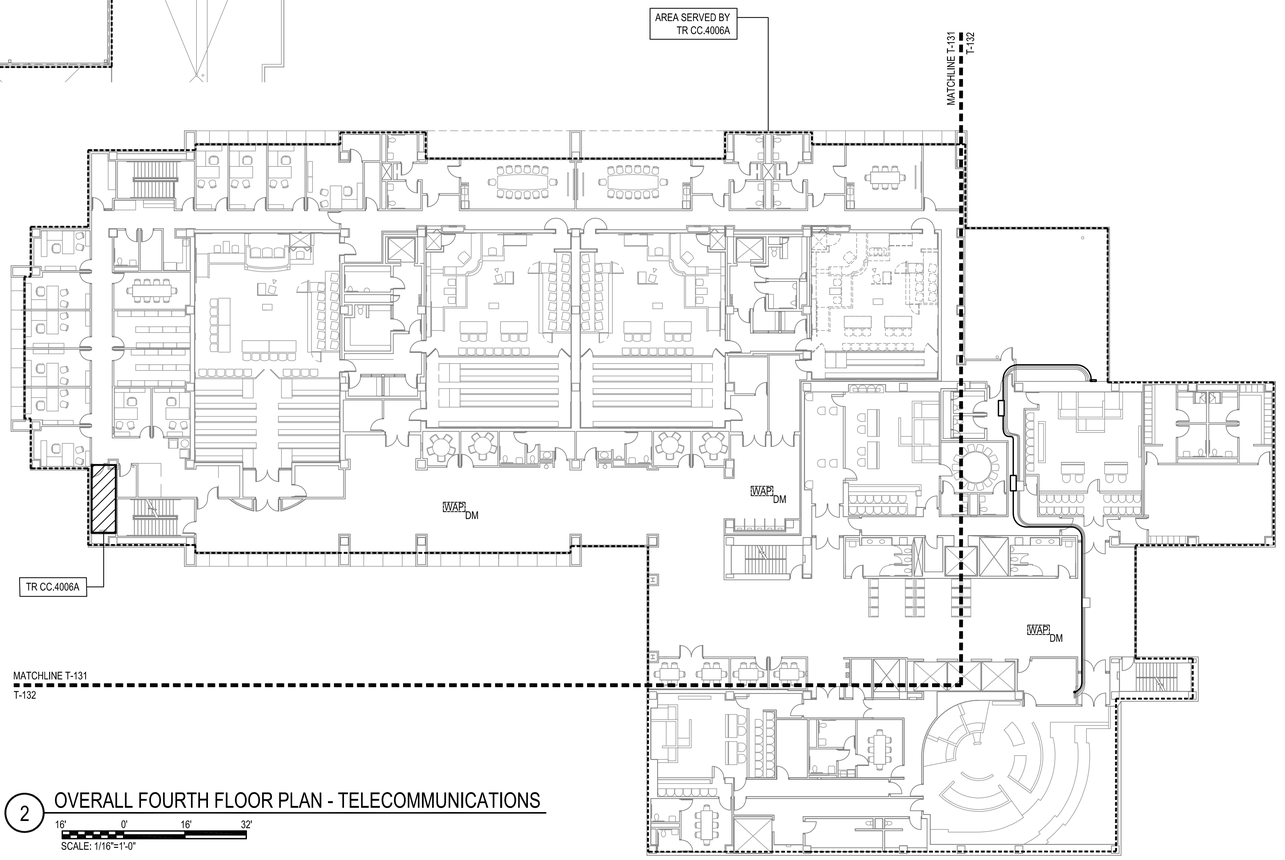


N

1 OVERALL THIRD FLOOR PLAN - TELECOMMUNICATIONS

16' 0' 16' 32'

SCALE: 1/16"=1'-0"



N

2 OVERALL FOURTH FLOOR PLAN - TELECOMMUNICATIONS

16' 0' 16' 32'

SCALE: 1/16"=1'-0"

100% CONSTRUCTION DOCUMENTS

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Pensacola, FL 32502
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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

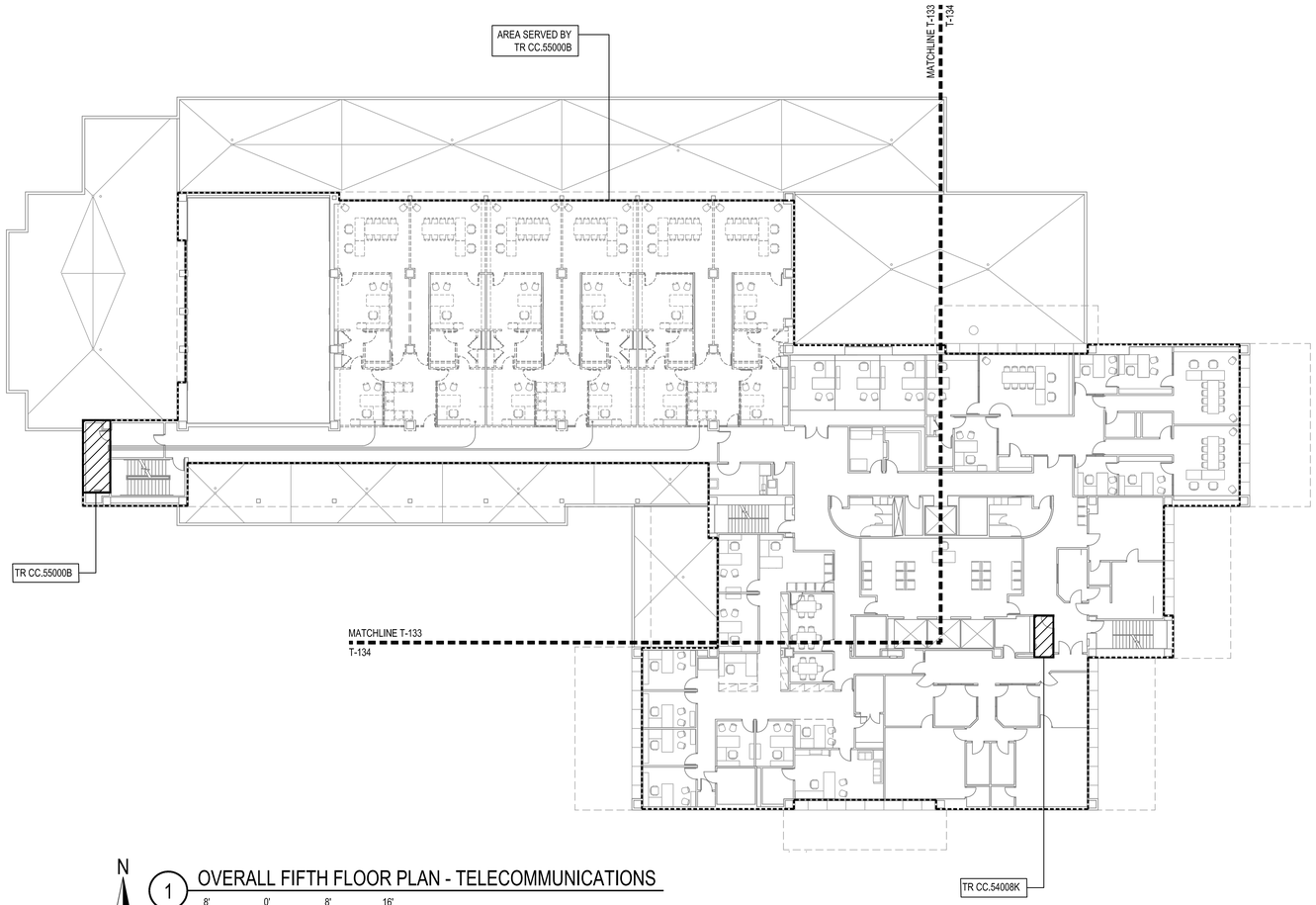
DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: OVERALL THIRD & FOURTH FLOOR PLANS TELECOMMUNICATIONS

SHEET: T-113

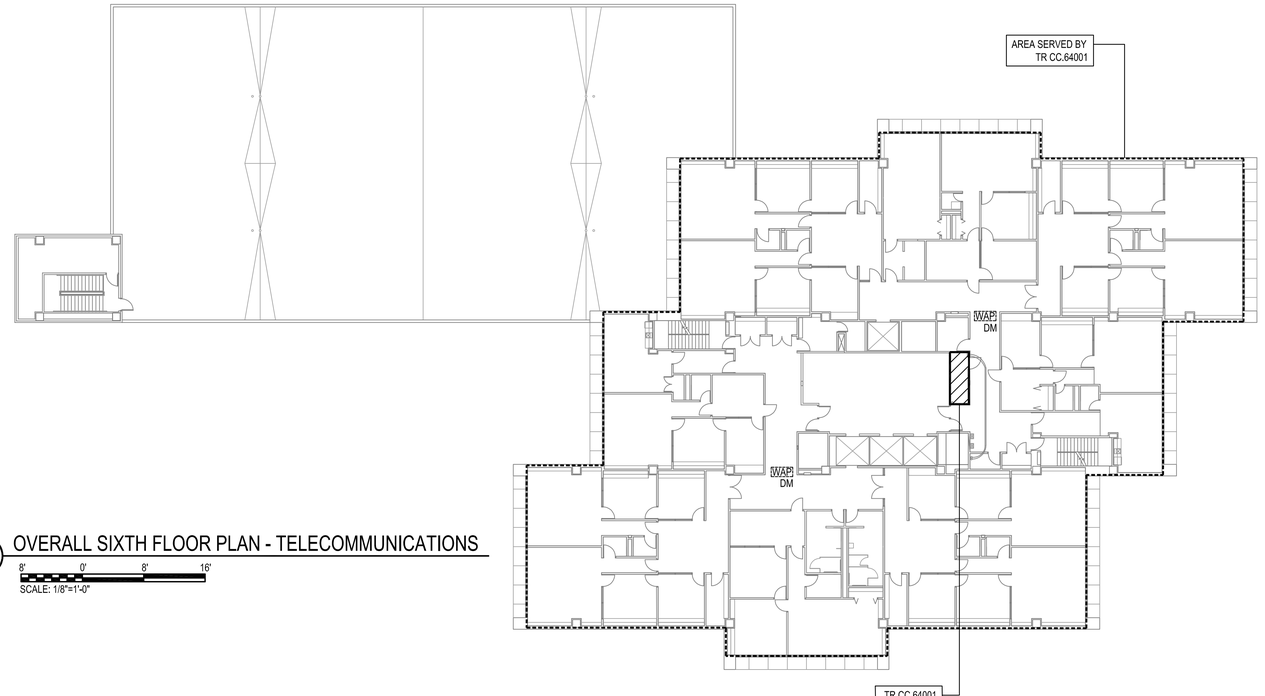


N

1 OVERALL FIFTH FLOOR PLAN - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"



N

2 OVERALL SIXTH FLOOR PLAN - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"

GENERAL NOTES

1. TELECOMMUNICATION ROOM ON LEVEL 5 SERVE THE LEVEL 5 CLERK OF COURT.
2. TELECOMMUNICATION ROOM ON LEVEL 6 SERVE THE LEVEL 6 CLERK OF COURT.
3. EXISTING CONDITIONS DRAWINGS WERE UNAVAILABLE FOR THE AREAS SHOWN AS DASHED. COORDINATE EXACT NEW WAP LOCATIONS WITH ECITS PRIOR TO ROUGH-IN.

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION
REVISION	

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY:
THB

DRAWN BY:
THB

CHECKED BY:
HD

DATE:
01/04/2019

SHEET TITLE:
OVERALL FIFTH & SIXTH FLOOR PLANS TELECOMMUNICATIONS

SHEET:
T-114

100% CONSTRUCTION DOCUMENTS

SHEET NOTES

1. EXISTING FIVE (5) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.10017 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.23011 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
3. OUTLINE OF TR CC.23011 ON LEVEL 2 ABOVE.
4. SEE SHEET T-122 FOR CONDUIT CONTINUATION.
5. EXISTING 36"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
6. EXISTING 48"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
7. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 2 TR CC.20009A. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
8. PROVIDE NEW 18"x48"X5" CONDUIT PULL BOX MOUNTED ABOVE CEILING.
9. TURN CONDUIT UP INTO TR CC.23011 ABOVE. INSTALL ADJACENT TO EXISTING CONDUITS. SEE SHEET T-125 FOR CONTINUATION.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.
3. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.

AREA SERVED BY TR CC.10017

AREA SERVED BY TR CC.10028

MATCHLINE T-121 T-122

SALLYPORT

FELONY SUPV.

ASST. ST. ATTY.

OPEN OFFICE

CORRIDOR

STAIR #7 1A127

BREAK 1A126

TOILET

ELEVATOR

HOLDING

SAFETY VEST.

PB

ASST. PUBLIC DEF.

CHIEF

CORRIDOR 1A215

ELEV. EQUIP.

RECORDS ROOM

VEST. 1A205

VISIT

WITNESS INT.

OPEN OFFICE

MISDEMEANOR SUPV.

CORR.

STAFF CONF.

ASST. ST. ATTY.

MICRO CLERK

HIGH VOL. COPY

CONF.

CD ROM

WORK/STORAGE

COMM. 10017

STAIR #6

ELEC.

SP. PROJ.

MF R/P

COPIERS

LIBRARIAN

P.T. ASSTS.

LIBRARY

ST. ATTY. LAW LIBRARY

MENS

WOMENS

STAIR #3

LOBBY

STORAGE

ELEVATOR

MATCHLINE T-121 T-123

MATCHLINE T-123 T-124

MATCHLINE T-122 T-124

1-3°C

2-3°C

WAP

1 FIRST FLOOR PARTIAL FLOOR PLAN NORTHWEST - TELECOMMUNICATIONS

SCALE: 1/8"=1'-0"

2 KEYPLAN NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADES

PENSACOLA, FLORIDA

DESIGNED BY: THB

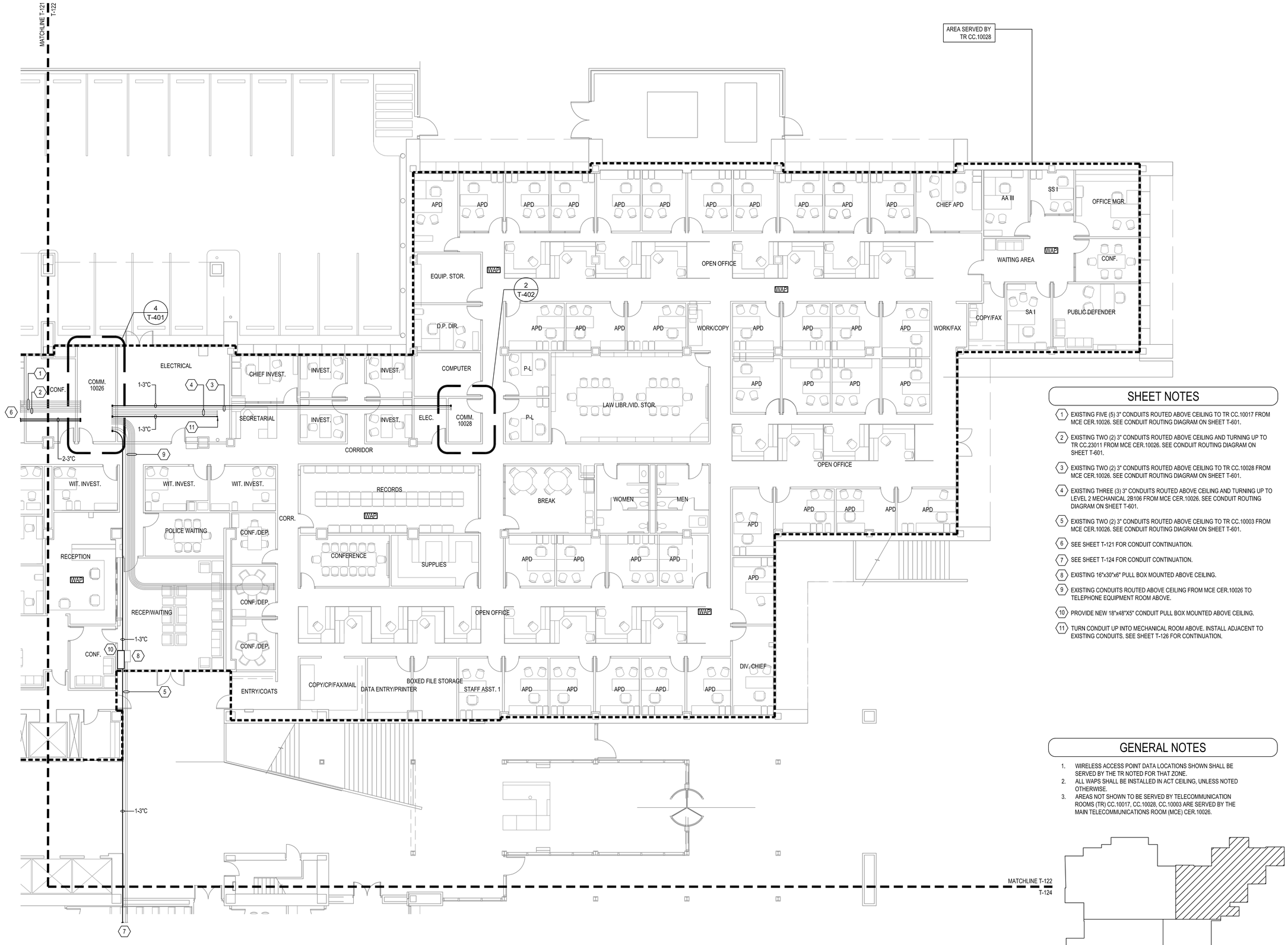
DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FIRST FLOOR PARTIAL FLOOR PLAN NORTHWEST - TELECOMMUNICATIONS

SHEET: T-121



SHEET NOTES

1. EXISTING FIVE (5) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.10017 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING AND TURNING UP TO TR CC.23011 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
3. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.10028 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
4. EXISTING THREE (3) 3" CONDUITS ROUTED ABOVE CEILING AND TURNING UP TO LEVEL 2 MECHANICAL 2B106 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
5. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.10003 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
6. SEE SHEET T-121 FOR CONDUIT CONTINUATION.
7. SEE SHEET T-124 FOR CONDUIT CONTINUATION.
8. EXISTING 16"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
9. EXISTING CONDUITS ROUTED ABOVE CEILING FROM MCE CER.10026 TO TELEPHONE EQUIPMENT ROOM ABOVE.
10. PROVIDE NEW 18"x48"X5" CONDUIT PULL BOX MOUNTED ABOVE CEILING.
11. TURN CONDUIT UP INTO MECHANICAL ROOM ABOVE. INSTALL ADJACENT TO EXISTING CONDUITS. SEE SHEET T-126 FOR CONTINUATION.

GENERAL NOTES

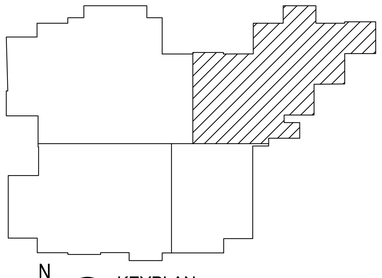
1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.
3. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.

N

1 FIRST FLOOR PARTIAL FLOOR PLAN NORTHEAST - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"



N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

REVISION DESCRIPTION

NUMBER REVISION

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADES

PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FIRST FLOOR PARTIAL FLOOR PLAN NORTHEAST - TELECOMMUNICATIONS

SHEET: T-122

MATCHLINE T-121
T-123

MATCHLINE T-121
T-122

MATCHLINE T-122
T-124

CORR.
I.P. SUSP.
ASA
ASA
V-W COUN.
V-W COUN.
V-W COUN
WIT. WAIT. CHILD
WIT. WAIT.
REC.
REC.
OPEN OFFICE
WAP
INTV.
INTV.
CONF.
INTV
INTV.
CORRIDOR
VEST.
LINE-UP INV.
HOLD
ELEV.
VEST.
INV.
EQUIP.
EVID.
CORR.
EDP. DIR.
NET. MGR.
ASA
ASA
DIV. SEC.
CORR.
JUVE. DIV. SUPV.
P.L.
P.L.
CORR.
EQUIP.
TOILET
ELEV. EQUIP
SAFETY VEST.
CORRIDOR
LOCKERS
INV.
SECURED COMP.
MAIL
BREAK
RECORDS
SUPPLIES
CORRIDOR
INV.
OPEN OFFICE
A-V
COMPUTER
HIGH VOL. COPY
WOMENS
MENS
CORR 1C177
BLD. SUP./STOR./WRKSHP
CORR.
CORRIDOR
INV.
SPEC. PROJ.
CONF./TRAINING 1C178
TOILET
ADMIN.
CLERKS
INV.
VEST.
CLERICAL
ADMIN.
VENDING
TOILET
MECHANICAL
OFFICE
CORRIDOR
ADMIN.
MAIL ROOM
CHF. INV.
INV.
INV.
INT. AUDIT.
PERS. SPEC.
FISCAL DIR.
SNACK BAR
LAWN EQUIP.
EXEC. DIR.
STATE ATTORNEY
CONF.
CORR.
VEHICLE SALLYPORT
WAITING AREA
DOCK

AREA SERVED BY TR CC.10017 - SEE SHEET T-121 FOR LOCATION

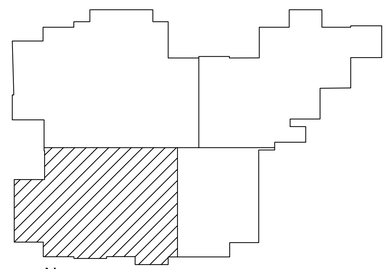
N

1 FIRST FLOOR PARTIAL FLOOR PLAN SOUTHWEST - TELECOMMUNICATIONS

8' 0' 8' 16'
SCALE: 1/8"=1'-0"

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.
3. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.



N

2 KEYPLAN
NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

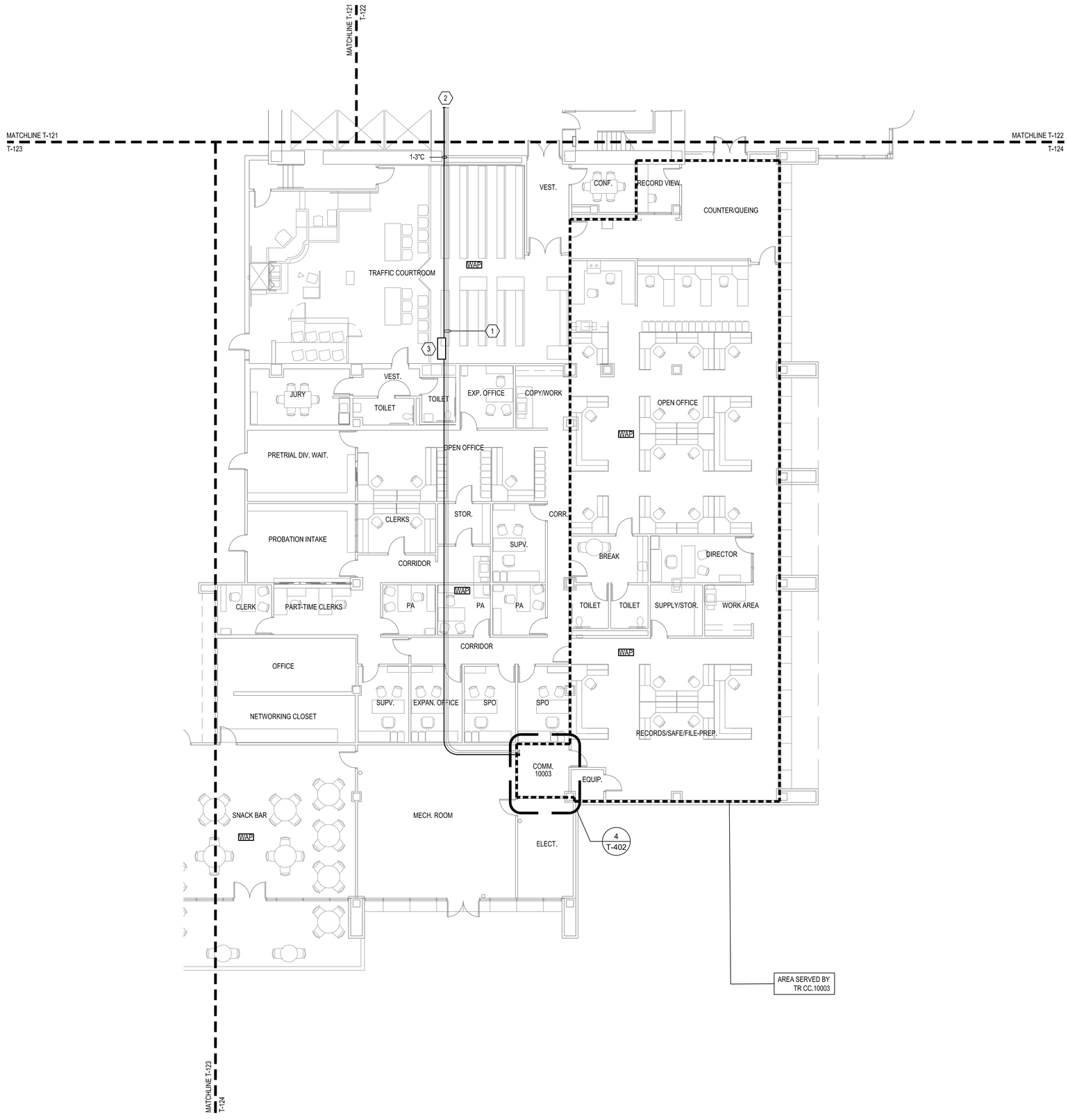
NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: FIRST FLOOR PARTIAL FLOOR PLAN SOUTHWEST - TELECOMMUNICATIONS

SHEET: T-123



N

1 FIRST FLOOR PARTIAL FLOOR PLAN SOUTHEAST - TELECOMMUNICATIONS

8' 0' 8' 16'

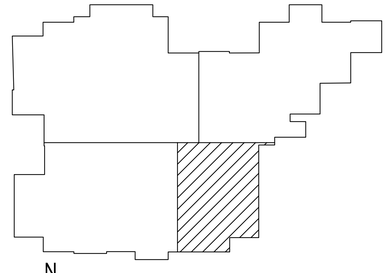
SCALE: 1/8"=1'-0"

SHEET NOTES

1. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.10003 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. SEE SHEET T-122 FOR CONDUIT CONTINUATION.
3. PROVIDE NEW 18"x48"x5" CONDUIT PULL BOX MOUNTED ABOVE CEILING.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.
3. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.



N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-333-5687 F: 800-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

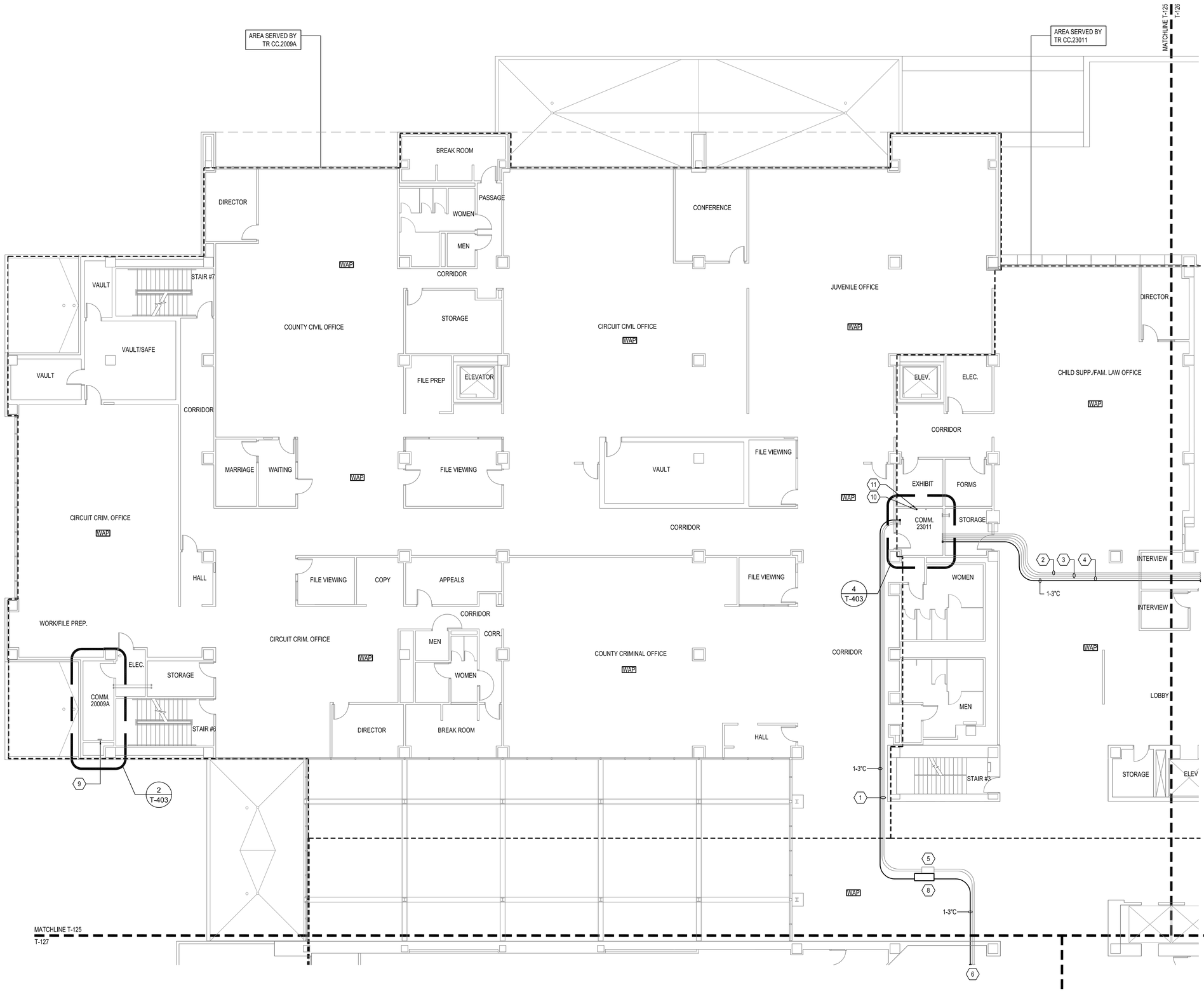
NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: FIRST FLOOR PARTIAL FLOOR PLAN SOUTHEAST - TELECOMMUNICATIONS

SHEET: T-124



SHEET NOTES

1. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.20003 FROM TR CC.23011. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. EXISTING ONE (1) 3" CONDUIT ROUTED ABOVE CEILING FROM TR CC.23011 TO COMP RM 2B113.
3. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING FROM TR CC.23011 TO OPEN OFFICE 2B112.
4. EXISTING ONE (1) 3' CONDUIT ROUTED ABOVE CEILING FROM TR CC.23011 TO SHELL SPACE 2B126.
5. EXISTING 16"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
6. SEE SHEET T-127 FOR CONDUIT CONTINUATION.
7. SEE SHEET T-126 FOR CONDUIT CONTINUATION.
8. PROVIDE NEW 18"x48"X5" CONDUIT PULL BOX MOUNTED ABOVE CEILING.
9. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 3 TR CC.30007. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
10. EXISTING TWO (2) 3" CONDUITS ROUTED TO TR CC.23011 FROM LEVEL 1 MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
11. NEW ONE (1) 3" CONDUIT ROUTED TO TR CC.23011 FROM LEVEL 1 MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.

N

1 SECOND FLOOR PARTIAL FLOOR PLAN NORTHWEST - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"

N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 800-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION
REVISION	

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADES

PENSACOLA, FLORIDA

DESIGNED BY: THB

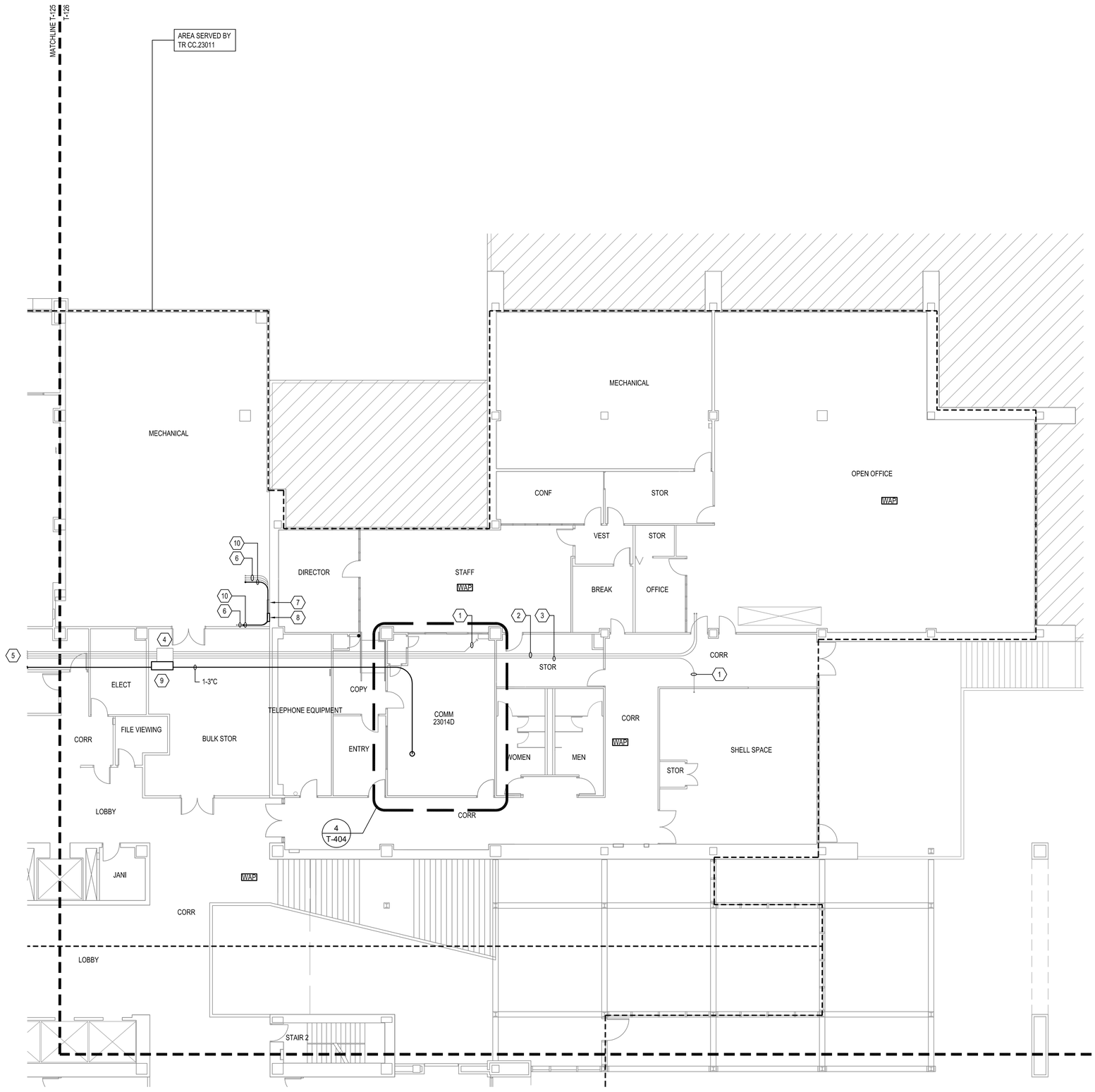
DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: SECOND FLOOR PARTIAL FLOOR PLAN NORTHWEST - TELECOMMUNICATIONS

SHEET: T-125



SHEET NOTES

1. EXISTING ONE (1) 3" CONDUIT ROUTED ABOVE CEILING FROM TR CC.23011 TO COMP RM 2B113.
2. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING FROM TR CC.23011 TO OPEN OFFICE 2B112.
3. EXISTING ONE (1) 3' CONDUIT ROUTED ABOVE CEILING FROM TR CC.23011 TO SHELL SPACE 2B126.
4. EXISTING 36"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
5. SEE SHEET T-125 FOR CONDUIT CONTINUATION.
6. EXISTING THREE (3) 3" CONDUIT FROM MCE CER.10026 AND TURNING UP FROM LEVEL 1. ROUTED TO SOUTH WALL AND TURNING UP TO LEVEL 3. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
7. EXISTING 24"x30"x6" WALL-MOUNTED PULL BOX.
8. PROVIDE NEW 18"x48"X5" CONDUIT PULL BOX MOUNTED ADJACENT TO EXISTING WALL-MOUNTED PULL BOX.
9. PROVIDE NEW 18"x48"X5" CONDUIT PULL BOX MOUNTED ABOVE CEILING.
10. PROVIDE NEW 3" CONDUIT BACKBONE FROM MCE CER.10026 AND TURN UP FROM LEVEL 1. ROUTE ADJACENT TO EXISTING CONDUIT AND TURN UP TO LEVEL 3. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

GENERAL NOTES

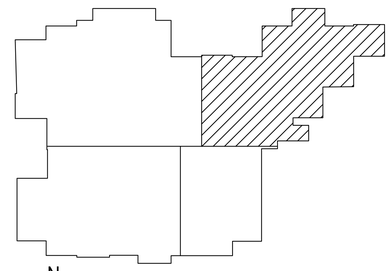
1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.

N

1 SECOND FLOOR PARTIAL FLOOR PLAN NORTHEAST - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"



N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-332-5629
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION
REVISION	

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY:
THB

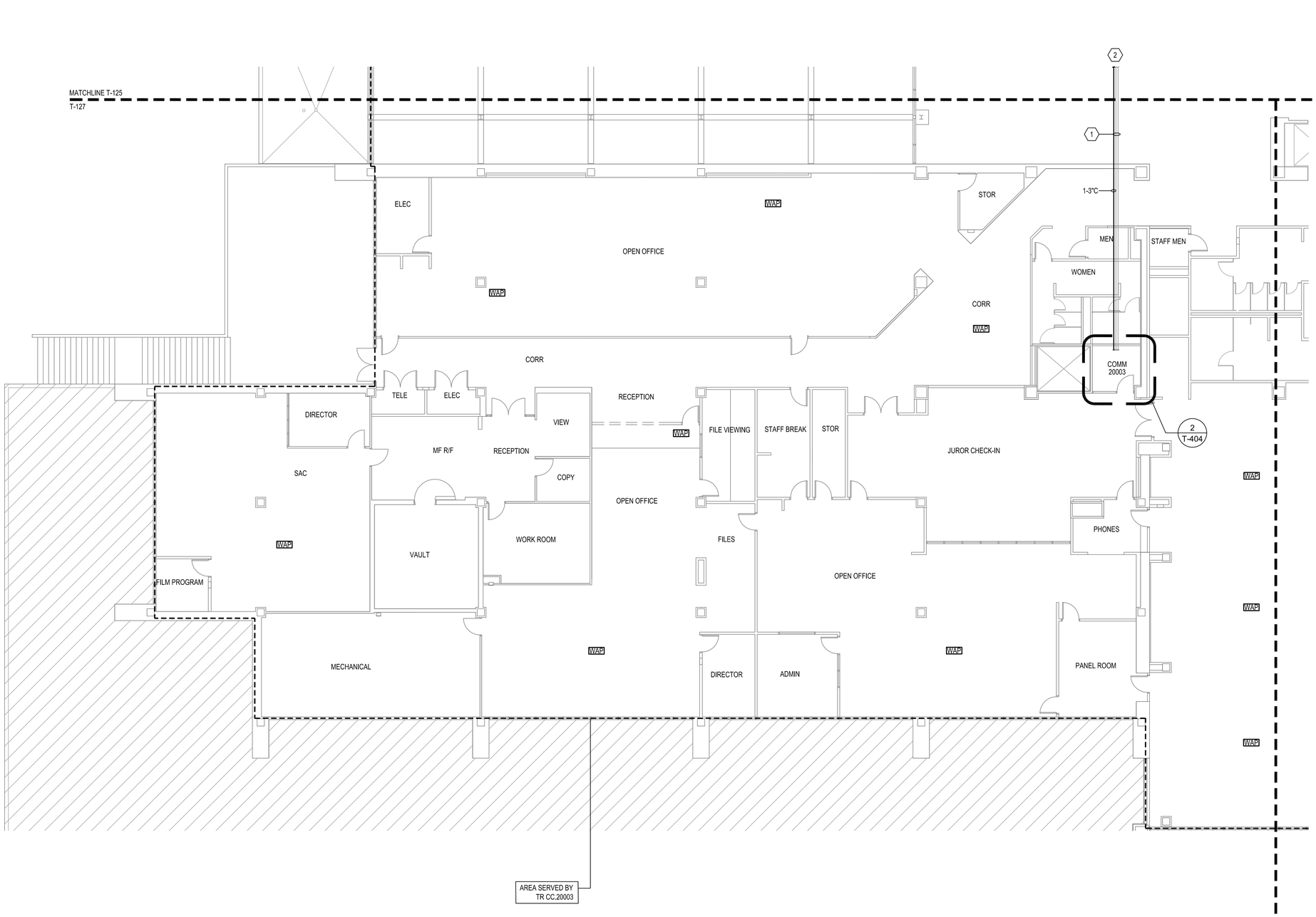
DRAWN BY:
THB

CHECKED BY:
HD

DATE:
01/04/2019

SHEET TITLE:
SECOND FLOOR PARTIAL FLOOR PLAN NORTHEAST - TELECOMMUNICATIONS

SHEET:
T-126



SHEET NOTES

1. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.20003 FROM TR CC.23011. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. SEE SHEET T-125 FOR CONDUIT CONTINUATION.

GENERAL NOTES

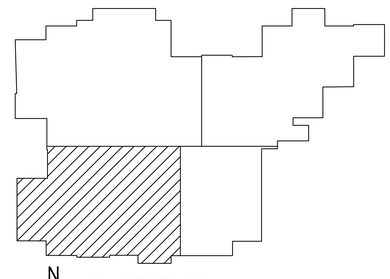
1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.

N

1 SECOND FLOOR PARTIAL FLOOR PLAN SOUTHWEST - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"



N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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Florida License Number 28404
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Pensacola, FL 32502
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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADES

PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

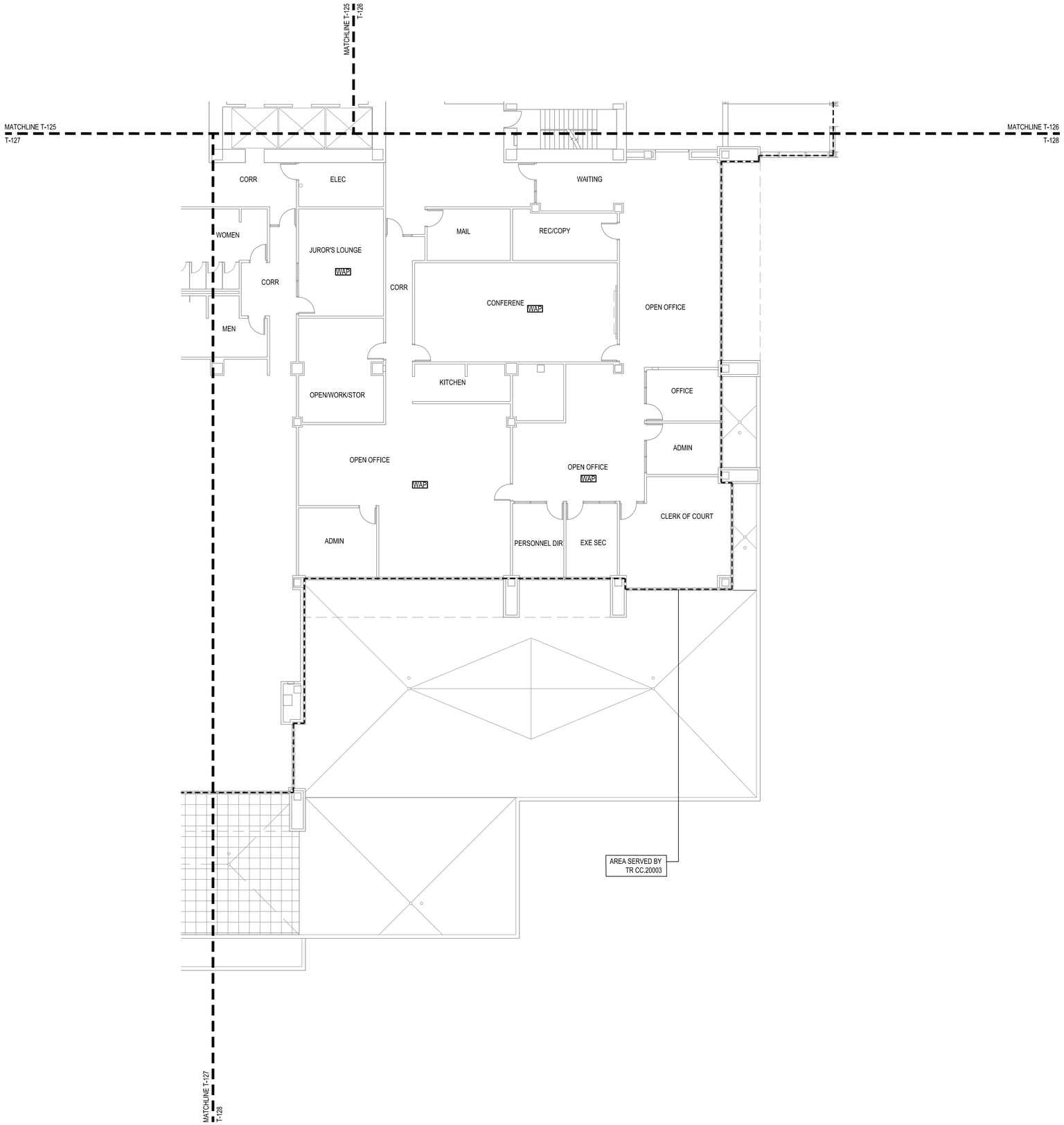
DATE: 01/04/2019

SHEET TITLE: SECOND FLOOR PARTIAL FLOOR PLAN SOUTHWEST - TELECOMMUNICATIONS

SHEET: T-127

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.

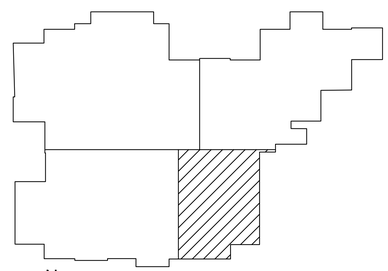


N

1 SECOND FLOOR PARTIAL FLOOR PLAN SOUTHEAST - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"



N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-333-5687 F: 850-332-6629
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION
REVISION	

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: SECOND FLOOR PARTIAL FLOOR PLAN SOUTHEAST - TELECOMMUNICATIONS

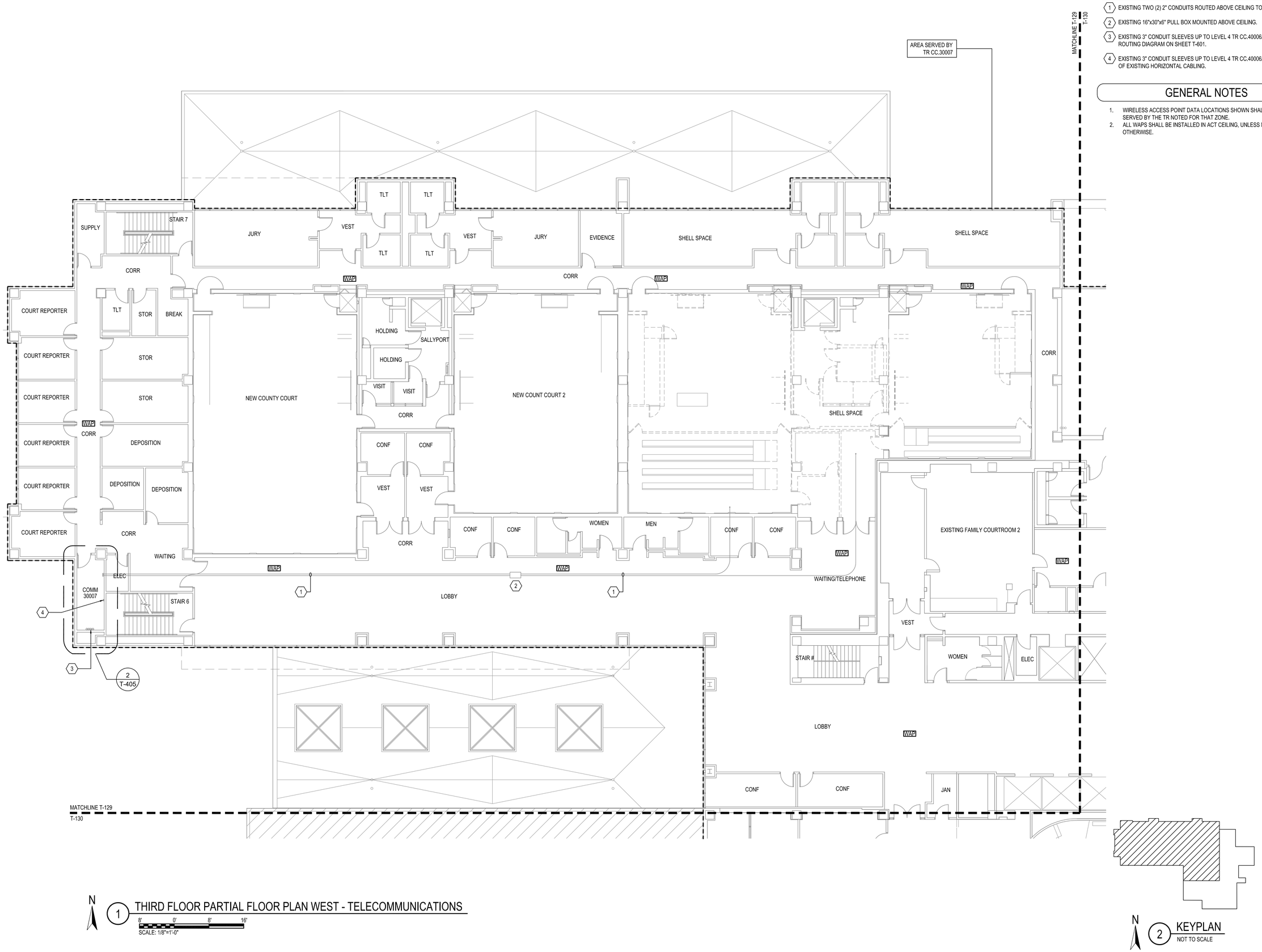
SHEET: T-128

SHEET NOTES

1. EXISTING TWO (2) 2" CONDUITS ROUTED ABOVE CEILING TO COURTROOM.
2. EXISTING 16"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
3. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 4 TR CC.40006A. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
4. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 4 TR CC.40006A FOR PASS THRU OF EXISTING HORIZONTAL CABLING.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.



N

1 THIRD FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"

N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-333-5687 F: 850-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION
REVISION	

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

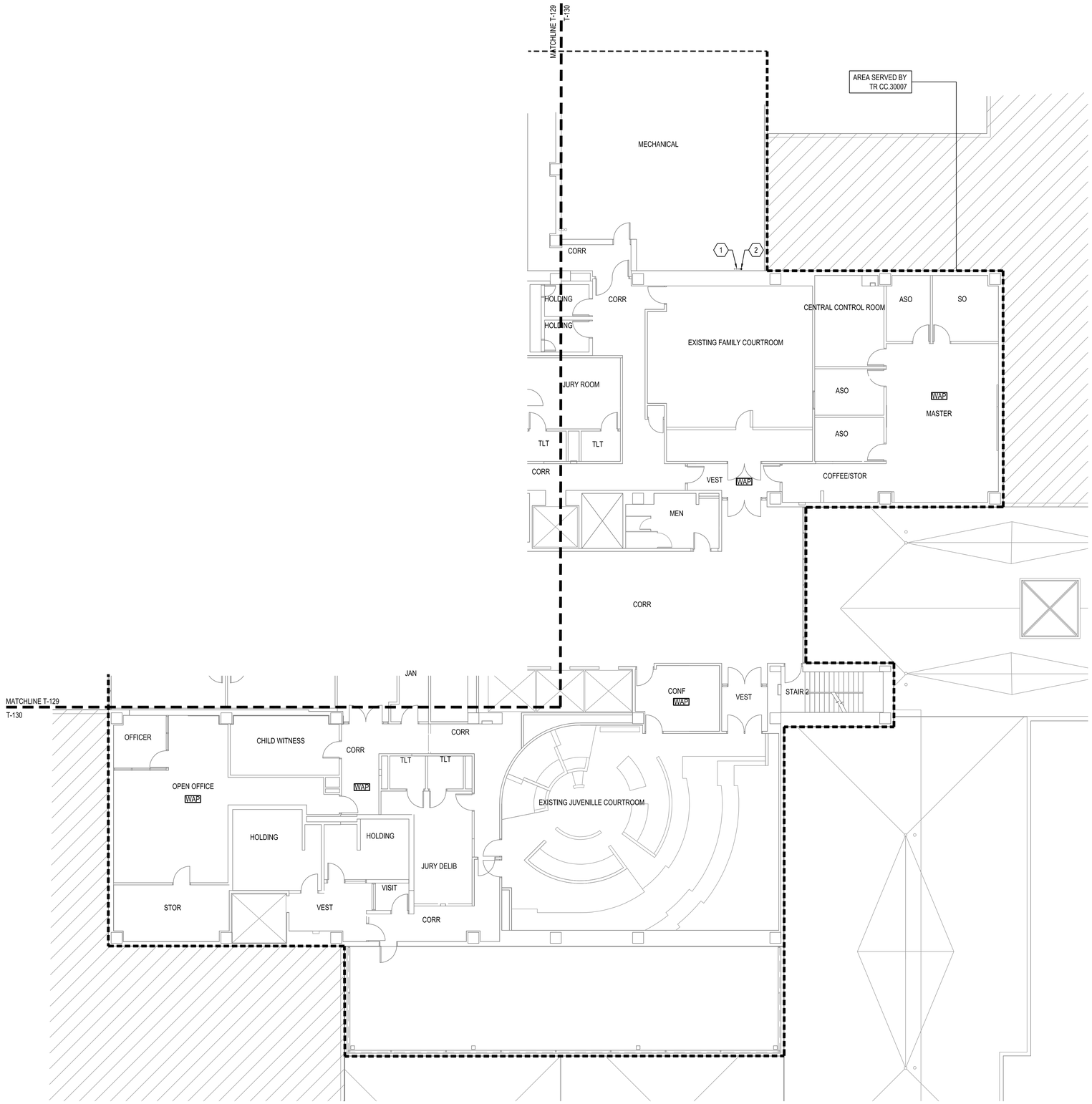
DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: THIRD FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS

SHEET: T-129



N

1 THIRD FLOOR PARTIAL FLOOR PLAN EAST - TELECOMMUNICATIONS

8' 0' 8' 16'

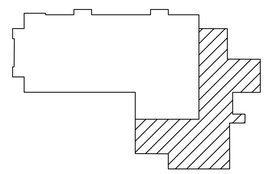
SCALE: 1/8"=1'-0"

SHEET NOTES

1. EXISTING THREE (3) 3" CONDUITS RUNNING CONTINUOUS UP FROM LEVEL 2 MECHANICAL ROOM. CONTINUES TO LEVEL 4 MECHANICAL ROOM. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. PROVIDE NEW 3" CONDUIT BACKBONE CONTINUOUS UP FROM LEVEL 2 MECHANICAL ROOM. CONTINUE TO LEVEL 4 MECHANICAL ROOM. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.



N

2 KEYPLAN

NOT TO SCALE

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MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-330-5687 F: 850-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION
REVISION	

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: THIRD FLOOR PARTIAL FLOOR PLAN EAST - TELECOMMUNICATIONS

SHEET: T-130

SHEET NOTES

1. EXISTING ONE (1) 2" CONDUIT.
2. EXISTING 12"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
3. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 5 TR CC.55000B. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
4. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 5 TR CC.55000B FOR PASS THRU OF EXISTING HORIZONTAL CABLING.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.

AREA SERVED BY TR CC.4006A

MATCHLINE T-131
T-132

STAIR #7 · C. REPORTER · C. REPORTER · C. REPORTER · CHIEF COURT REPORTER · EVID · STORAGE · TLT · TLT · VEST · JURY · JURY · VEST · TLT · TLT · TLT · TLT · VEST · JURY · EVIDENCE · CORR · WAP

C. REPORTER · C. REPORTER · C. REPORTER · C. REPORTER · C. REPORTER · C. REPORTER · TLT · WORK · COFFEE · CONF · FILES · TAPES · SCOPIST · SCOPIST · CORR · NEW CIRCUIT COURT #1 · H.C. HOLDING · HOLDING · VEST · CORR · CIRCUIT COURT #2 · CIRCUIT COURT #3 · HOLDING · SALLYPORT · HOLDING · VISIT · VISIT · VEST · SHELL (FUTURE COURT) · CORR · WAP

VISIT · VISIT · CONF · VEST · CONF · CONF · CONF · WOMEN · MEN · CONF · CONF · CONF · VEST · HOLDING · HOLDING · JURY ROOM · EXISTING COURT RM #5 · TLT · VEST · CORR · WOMEN

ELECT · ASST SCOPIST · RECEP · VEST · CONF · COMM 4A120 · STAIR #6 · WAITING · STAIR #3 · LOBBY · ATTY WORK ROOM · CONF · CONF · JAN

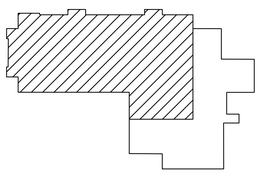
1 · 2 · 3 · 4 · 4 T-405

MATCHLINE T-131
T-132

N

1 FOURTH FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS

8' 0' 8' 16'
SCALE: 1/8"=1'-0"



N

2 KEYPLAN
NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-330-5687 F: 850-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

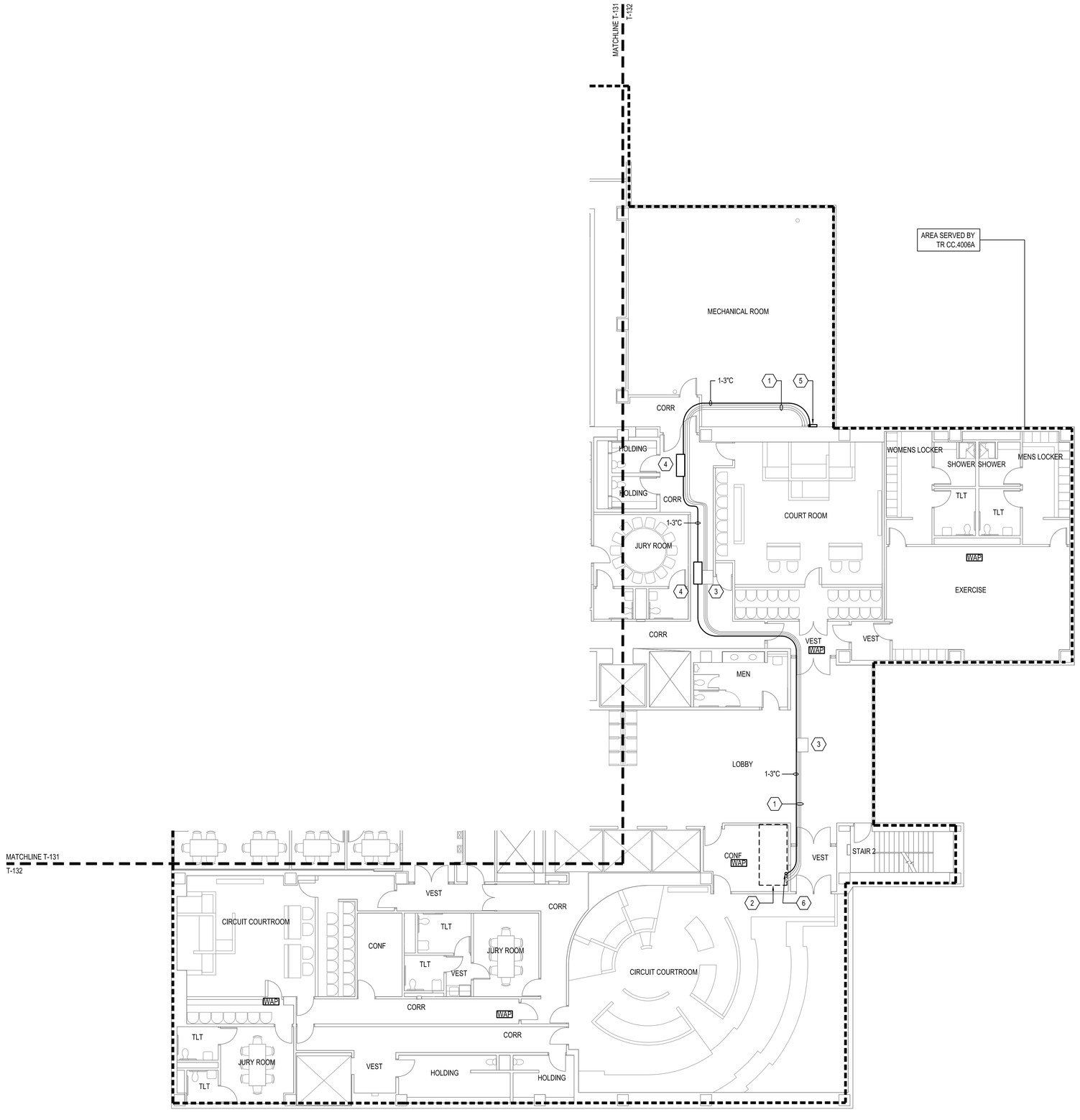
NUMBER	REVISION DESCRIPTION
REVISION	

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: FOURTH FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS

SHEET: T-131



N

1 FOURTH FLOOR PARTIAL FLOOR PLAN EAST - TELECOMMUNICATIONS

8' 0' 8' 16'

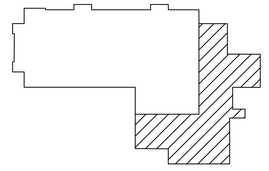
SCALE: 1/8"=1'-0"

SHEET NOTES

1. EXISTING THREE (3) 3" CONDUITS RUNNING CONTINUOUS UP FROM LEVEL 3 MECHANICAL ROOM AND ROUTING UP TO LEVEL 5 TR CC.55000B. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. OUTLINE OF TR CC.54008K ON LEVEL 5 ABOVE.
3. EXISTING 24"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
4. PROVIDE NEW 18"x48"X5" CONDUIT PULL BOX MOUNTED ABOVE CEILING.
5. PROVIDE NEW 18"x48"x5" CONDUIT PULL BOX MOUNTED ON WALL.
6. TURN CONDUIT UP INTO TR CC.54008K ABOVE. INSTALL ADJACENT TO EXISTING CONDUITS. SEE SHEET T-134 FOR CONTINUATION.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.



N

2 KEYPLAN

NOT TO SCALE

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dell consulting
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Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-332-5629
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FOURTH FLOOR PARTIAL FLOOR PLAN EAST - TELECOMMUNICATIONS

SHEET: T-132

SHEET NOTES

1. EXISTING FOUR (4) 2" CONDUITS ROUTED ABOVE CEILING.
2. EXISTING 12"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
3. EXISTING 3" CONDUIT SLEEVES UP FROM LEVEL 4 TR CC.40006A. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
4. EXISTING CONDITIONS DRAWINGS WERE UNAVAILABLE FOR THE AREAS SHOWN AS DASHED. COORDINATE EXACT NEW WAP LOCATIONS WITH ECITS PRIOR TO ROUGH-IN.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.

MATCHLINE T-133
T-134

WAP
4
SHELL SPACE
LAW CLERKS
CLOSET
ELEC
CORR
COMM
55000B
STAIR 6
COPY
STOR
TLT
BREAK
STAIR 3
WOMENS
SECRETARY
SPECIAL PROJ
WAITING
PUBLIC WAITING
CONF
3
2
T-406
AREA SERVED BY
TR CC.55000B
MATCHLINE T-133
T-134

N

1 FIFTH FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS

8' 0' 8' 16'
SCALE: 1/8"=1'-0"

N

2 KEYPLAN
NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-332-5629
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION
REVISION	

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY:
THB

DRAWN BY:
THB

CHECKED BY:
HD

DATE:
01/04/2019

SHEET TITLE:
FIFTH FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS

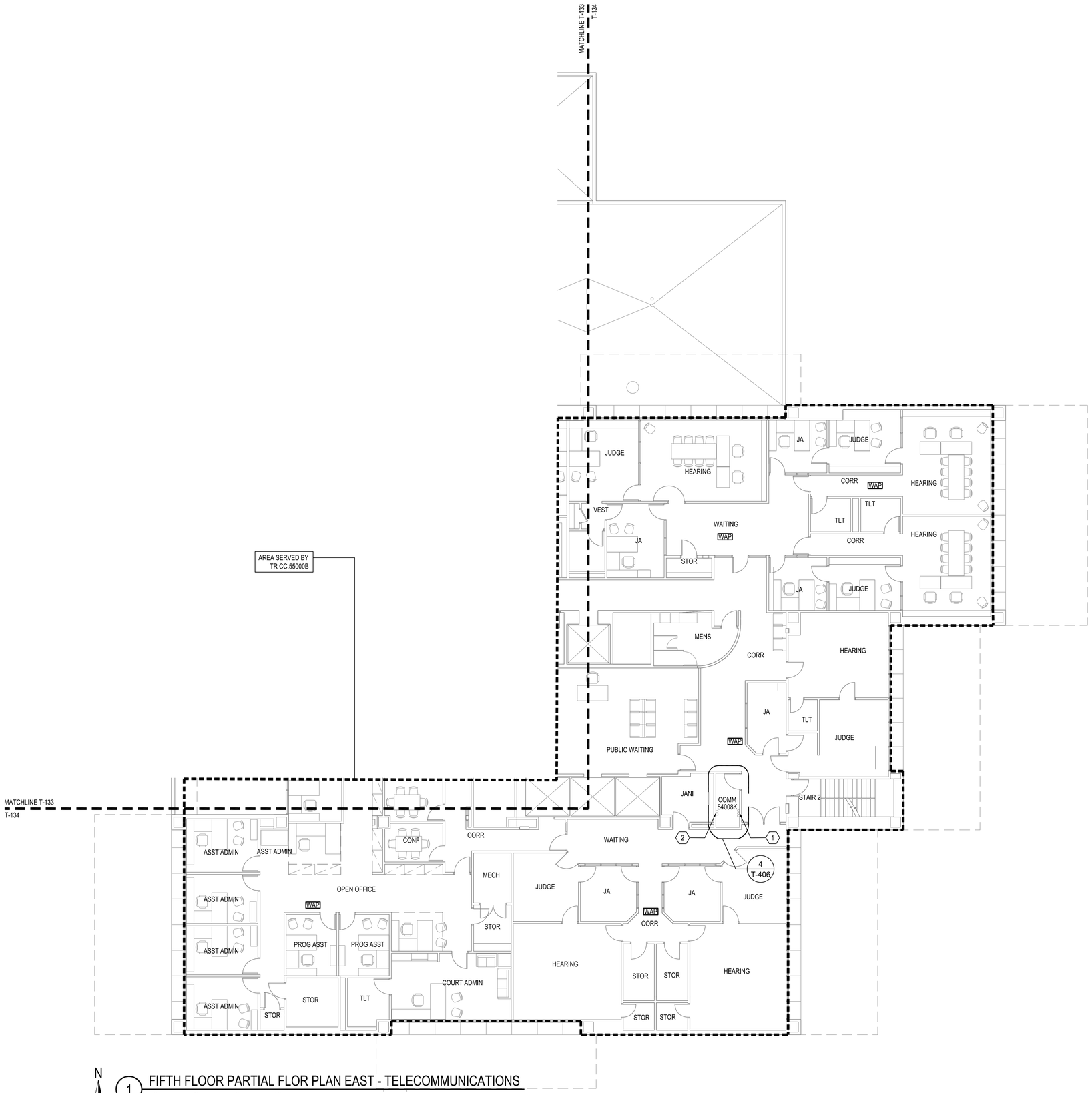
SHEET:
T-133

SHEET NOTES

1. EXISTING THREE (3) 3" CONDUITS UP FROM LEVEL 4 BELOW AND RUNNING CONTINUOUS FROM LEVEL 4 MECHANICAL ROOM. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. EXISTING TWO (2) 3" CONDUITS UP TO LEVEL 6 ABOVE AND RUNNING CONTINUOUS ABOVE CEILING TO LEVEL 6 TR CC.64001. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.

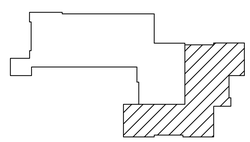


N

1 FIFTH FLOOR PARTIAL FLOR PLAN EAST - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"



N

2 KEYPLAN

NOT TO SCALE

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dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-333-5687 F: 850-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FIFTH FLOOR PARTIAL FLOR PLAN EAST - TELECOMMUNICATIONS

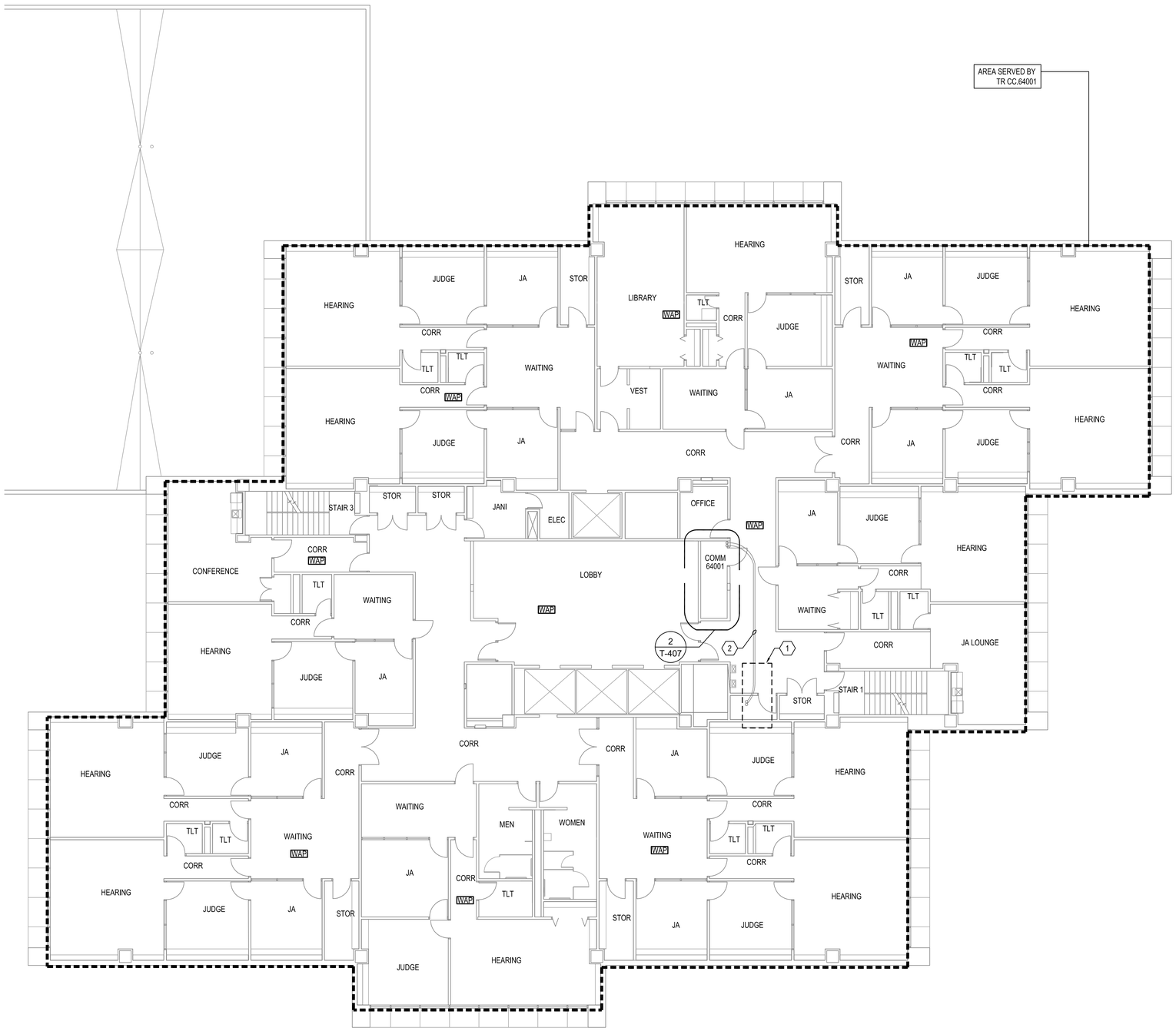
SHEET: T-134

SHEET NOTES

1. OUTLINE OF CC.54008K ON LEVEL 5 BELOW.
2. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING FROM TR CC.54008K ON LEVEL 5 BELOW. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.



N

1 SIXTH FLOOR PARTIAL FLOOR PLAN - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-332-5629
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

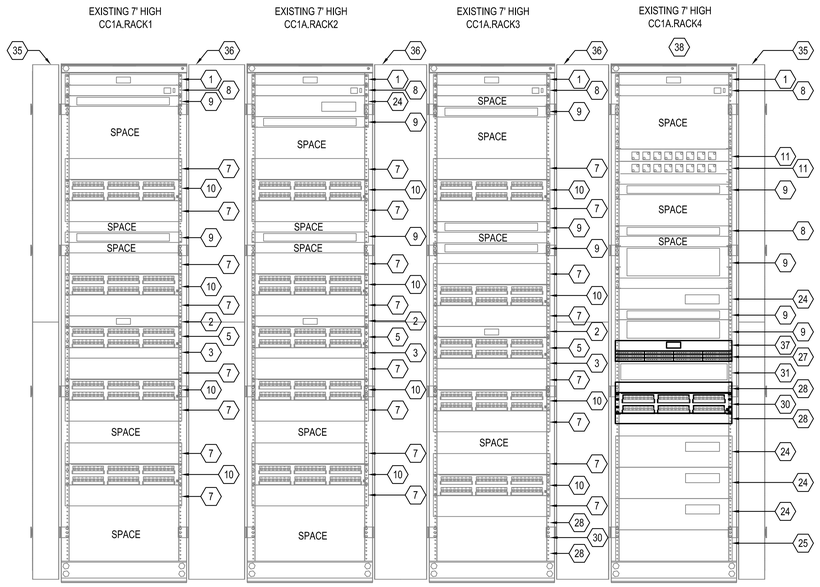
DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

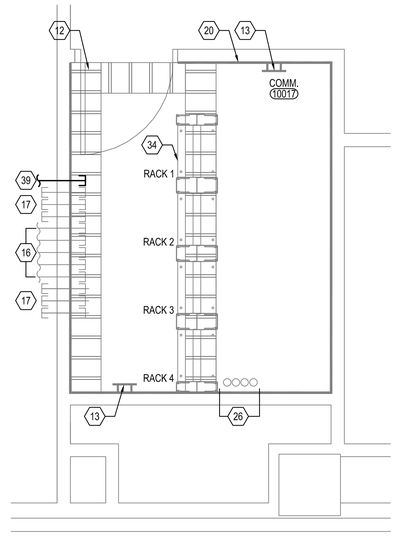
SHEET TITLE: SIXTH FLOOR PARTIAL FLOOR PLAN - TELECOMMUNICATIONS

SHEET: T-135



1 ROOM 10017 RACK ELEVATIONS (STATE ATTORNEY)

NOT TO SCALE



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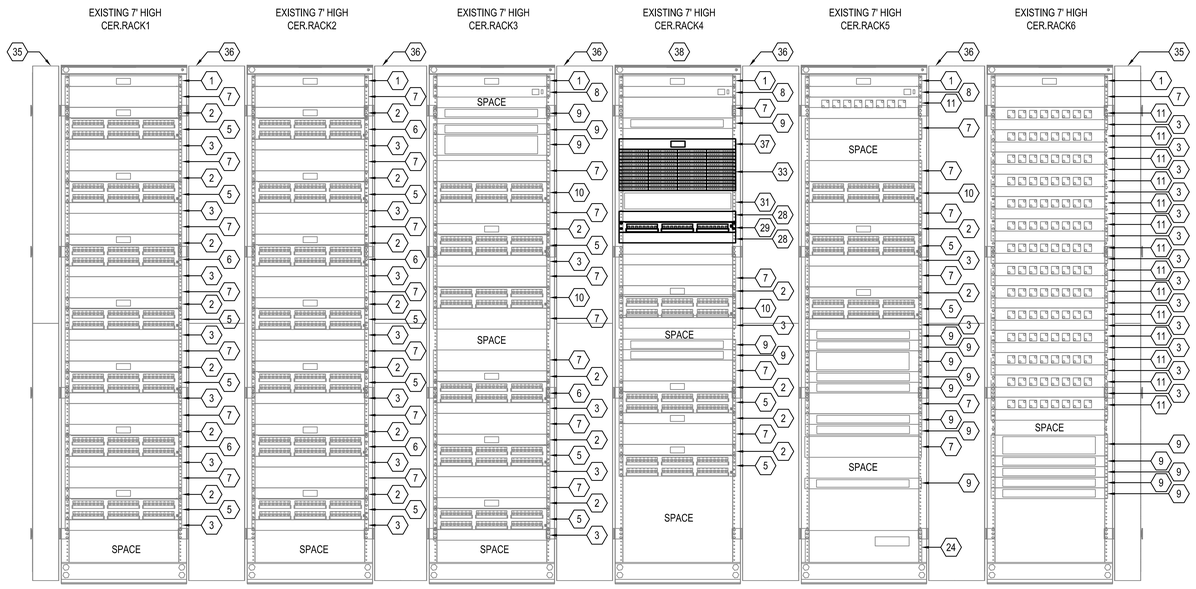
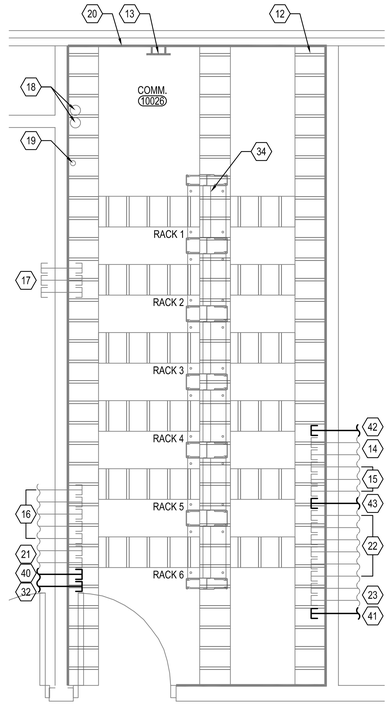
2 ENLARGED ROOM 10017 PLAN (STATE ATTORNEY)

SCALE: 1/2"=1'-0"



3 ROOM 10026 RACK ELEVATIONS (MAIN TELECOMMUNICATIONS)

NOT TO SCALE



N

4 ENLARGED ROOM 10026 PLAN (MAIN TELECOMMUNICATIONS)

SCALE: 1/2"=1'-0"

SHEET NOTES

1. EXISTING ENGRAVED PLASTIC RACK INDENTIFIER ON 1RU FILLER PLATE, TYPICAL ALL RACKS.
2. EXISTING ENGRAVED PLASTIC IDENTIFIER TAG ON 1RU FILLER PLATE.
3. EXISTING 1 RU BLANK FILLER PLATE.
4. EXISTING 3 RU BLANK FILLER PLATE.
5. EXISTING 2 RU WIRING BLOCK FOR VOICE BACKBONE DISTRIBUTION.
6. EXISTING 2 RU WIRING BLOCK FOR TELEPHONE SERVICE ENTRANCE.
7. EXISTING 2RU HORIZONTAL CABLE MANAGEMENT PANEL.
8. EXISTING 1RU POWER SURGE SUPRESSOR.
9. EXISTING NETWORK EQUIPMENT.
10. EXISTING 2RU HORIZONTAL WIRING BLOCK.
11. EXISTING 1RU 16-PORT FIBER TERMINATION PANEL.
12. EXISTING 12" LADDER RACK, TYPICAL.
13. EXISTING TGB.
14. EXISTING (2) 3" CONDUITS ROUTED TO TR CC.10028 FROM MCE CC.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
15. EXISTING THREE (3) 3" CONDUITS ROUTED ABOVE CEILING AND TURNING UP TO LEVEL 2 MECHANICAL 2B106 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
16. EXISTING (5) 3" CONDUITS ROUTED TO TR CC.10017 FROM MCE CC.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
17. EXISTING 3" THRU-WALL CONDUIT SLEEVES.
18. EXISTING BELLSOUTH TELEPHONE SERVICE ENTRY CONDUITS.
19. EXISTING COX CABLE CATV SERVICE ENTRY CONDUIT.
20. EXISTING PLYWOOD BACKBOARD.
21. EXISTING (2) 3" CONDUITS ROUTED TO TR CC.23011 FROM MCE CC.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
22. EXISTING (5) 3" CONDUITS SERVING TR CC.2B108 FROM MCE CC.10026.
23. EXISTING (2) 3" CONDUITS ROUTED TO TR CC.10003 FROM MCE CC.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
24. EXISTING RACK-MOUNT UPS.
25. RACK EQUIPMENT SUPPORT MATERIAL.
26. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 2 TR CC.20009A. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
27. 1RU FIBER LIU PATCH PANEL.
28. 1RU HORIZONTAL CABLE MANAGEMENT PANEL.
29. 1RU, 24-PORT HORIZONTAL PATCH PANEL.
30. 2RU, 48-PORT HORIZONTAL PATCH PANEL.
31. 2RU, OFOI NETWORKING EQUIPMENT.
32. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING TO TR CC.23011 FROM MCE CER. 10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
33. 4RU, 288-PORT ENCLOSED FIBER BACKBONE PATCH PANEL.
34. EXISTING 7'H TELECOMMUNICATIONS RACK, TYPICAL.
35. EXISTING 4"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
36. EXISTING 6"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
37. 1RU, FILLER PLATE WITH ENGRAVED NETWORK ID LABEL.
38. USER GROUP TO ADJUST EXISTING NETWORKING EQUIPMENT AND UNUSED EQUIPMENT TO ALLOW SPACE FOR NEW FIBER AND HORIZONTAL PATCH PANELS.
39. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING TO TR CC.10017 FROM MCE CER. 10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
40. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING TO TR CC.10017 FROM MCE CER. 10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
41. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING TO TR CC.10003 FROM MCE CER. 10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
42. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING TO TR CC.10028 FROM MCE CER. 10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
43. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING AND TURNING UP TO LEVEL 2 MECHANICAL 2B106 FROM MCE CER. 10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

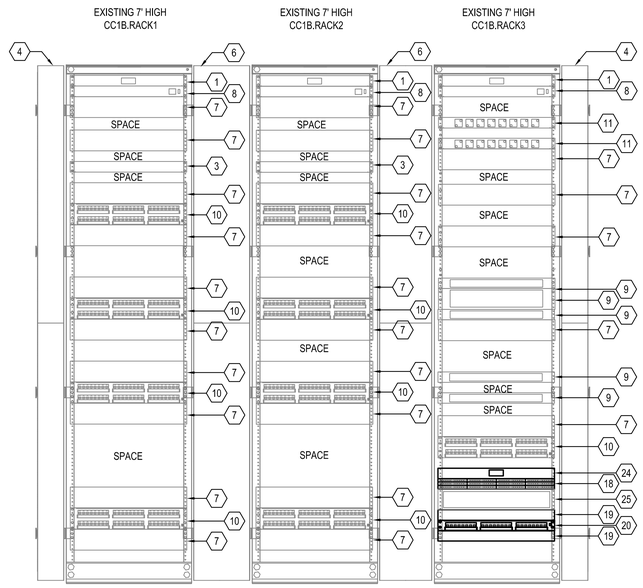
M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS

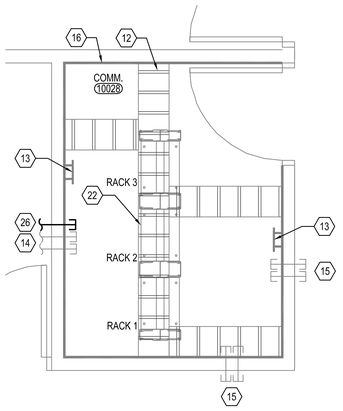
SHEET: T-401

100% CONSTRUCTION DOCUMENTS



1 ROOM 10028 RACK ELEVATIONS (PUBLIC DEFENDER)

NOT TO SCALE

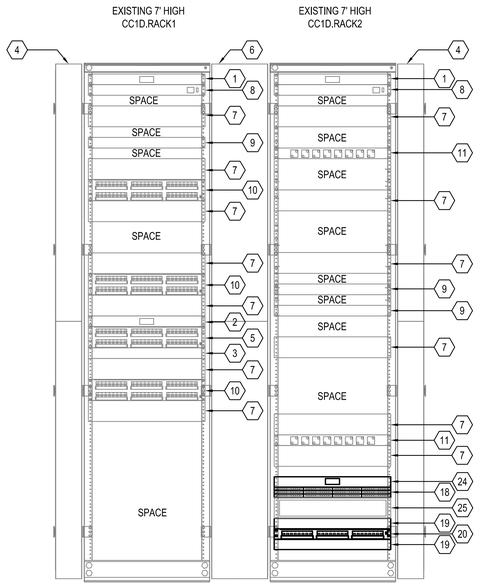


N

2 ENLARGED ROOM 10028 PLAN (PUBLIC DEFENDER)

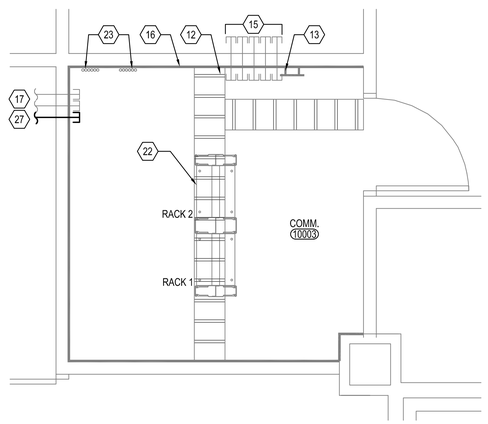
2' 0' 2' 4'

SCALE: 1/2"=1'-0"



3 ROOM 10003 RACK ELEVATIONS (CLERK OF COURT TRAFFIC)

NOT TO SCALE



N

4 ENLARGED ROOM 10003 PLAN (CLERK OF COURT TRAFFIC)

2' 0' 2' 4'

SCALE: 1/2"=1'-0"

SHEET NOTES

1. EXISTING ENGRAVED PLASTIC RACK INDENTIFIER ON 1RU FILLER PLATE, TYPICAL ALL RACKS.
2. EXISTING ENGRAVED PLASTIC IDENTIFIER TAG ON 1RU FILLER PLATE.
3. EXISTING 1 RU BLANK FILLER PLATE.
4. EXISTING 4" VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
5. EXISTING 2 RU WIRING BLOCK FOR VOICE BACKBONE DISTRIBUTION.
6. EXISTING 6" VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
7. EXISTING 2RU HORIZONTAL CABLE MANAGEMENT PANEL.
8. EXISTING 1RU POWER SURGE SUPRESSOR.
9. EXISTING NETWORK EQUIPMENT.
10. EXISTING 2RU HORIZONTAL WIRING BLOCK.
11. EXISTING 1RU 16-PORT FIBER TERMINATION PANEL.
12. EXISTING 12" LADDER RACK, TYPICAL.
13. EXISTING TGB.
14. EXISTING (2) 3" CONDUITS ROUTED TO TR CC.10028 FROM MCE CC.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
15. EXISTING 3" THRU-WALL CONDUIT SLEEVES.
16. EXISTING PLYWOOD BACKBOARD.
17. EXISTING (2) 3" CONDUITS ROUTED TO TR CC.10003 FROM MCE CC.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
18. 1RU FIBER LIU PATCH PANEL.
19. 1RU HORIZONTAL CABLE MANAGEMENT PANEL.
20. 1RU, 24-PORT HORIZONTAL PATCH PANEL.
21. NOT USED.
22. EXISTING 7'H TELECOMMUNICATIONS RACK, TYPICAL.
23. EXISTING THRU-FLOOR CONDUITS.
24. 1RU, FILLER PLATE WITH ENGRAVED NETWORK ID LABEL.
25. 2RU, OFOI NETWORKING EQUIPMENT.
26. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING TO TR CC.10028 FROM MCE CER. 10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
27. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING TO TR CC.10003 FROM MCE CER. 10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

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SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

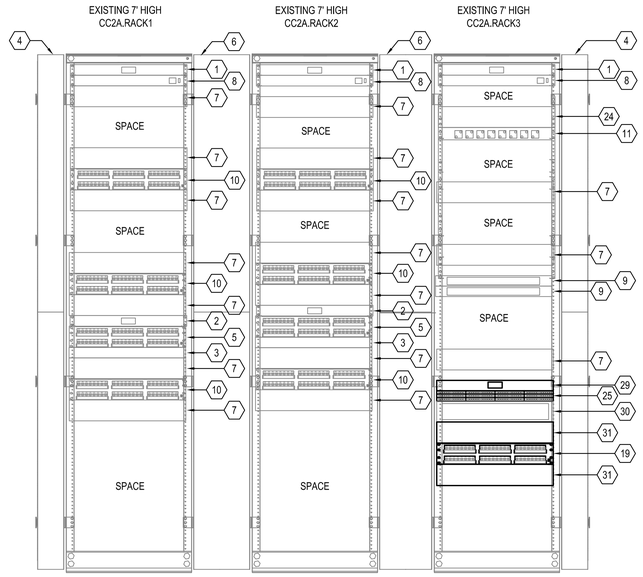
CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS

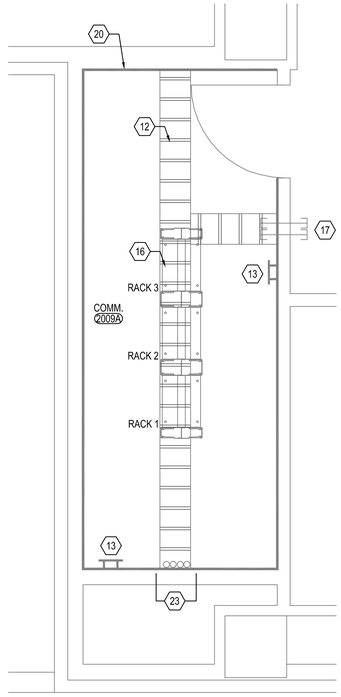
SHEET: T-402

100% CONSTRUCTION DOCUMENTS



1 ROOM 2009A RACK ELEVATIONS (CLERK OF COURT)

NOT TO SCALE



N

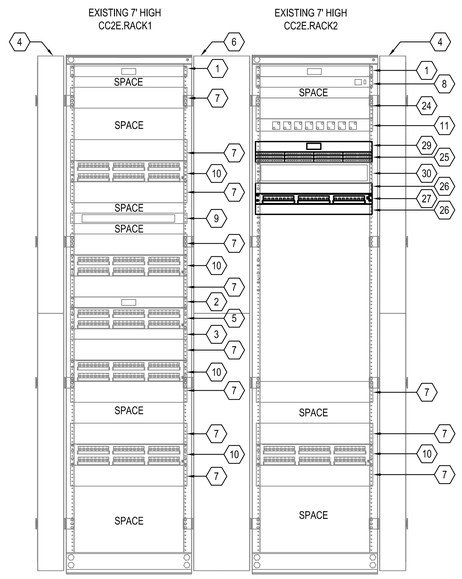
2 ENLARGED ROOM 2009A PLAN (CLERK OF COURT)

2' 0' 2' 4'

SCALE: 1/2"=1'-0"

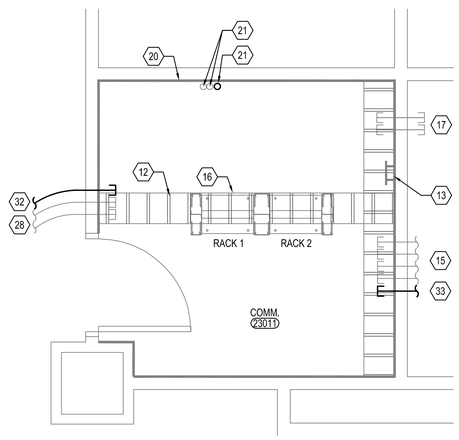
SHEET NOTES

1. EXISTING ENGRAVED PLASTIC RACK INDENTIFIER ON 1RU FILLER PLATE, TYPICAL ALL RACKS.
2. EXISTING ENGRAVED PLASTIC IDENTIFIER TAG ON 1RU FILLER PLATE.
3. EXISTING 1 RU BLANK FILLER PLATE.
4. EXISTING 4"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
5. EXISTING 2 RU WIRING BLOCK FOR VOICE BACKBONE DISTRIBUTION.
6. EXISTING 6"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
7. EXISTING 2RU HORIZONTAL CABLE MANAGEMENT PANEL.
8. EXISTING 1RU POWER SURGE SUPRESSOR.
9. EXISTING NETWORK EQUIPMENT.
10. EXISTING 2RU HORIZONTAL WIRING BLOCK.
11. EXISTING 1RU 16-PORT FIBER TERMINATION PANEL.
12. EXISTING 12" LADDER RACK, TYPICAL.
13. EXISTING TGB.
14. NOT USED.
15. EXISTING 3" CONDUIT SERVING LEVEL 2 SPACES.
16. EXISTING 7'H TELECOMMUNICATIONS RACK, TYPICAL.
17. EXISTING 3" THRU-WALL CONDUIT SLEEVES.
18. NOT USED.
19. 2RU, 48-PORT HORIZONTAL PATCH PANEL.
20. EXISTING PLYWOOD BACKBOARD.
21. EXISTING (2) 3" CONDUITS ROUTED TO TR CC.23011 FROM MCE CC.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
22. NEW ONE (1) 3" CONDUIT ROUTED TO TR CC.23011 FROM MCE CC.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
23. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 3 TR CC.30007. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
24. EXISTING RACK-MOUNT UPS.
25. 1RU FIBER LIU PATCH PANEL.
26. 1RU HORIZONTAL CABLE MANAGEMENT PANEL.
27. 1RU, 24-PORT HORIZONTAL PATCH PANEL.
28. EXISTING (2) 3" CONDUIT ROUTED ABOVE CEILING TO TR CC.20003 FROM TR CC.23011.
29. 1RU, FILLER PLATE WITH ENGRAVED NETWORK ID LABEL.
30. 2RU, OFOI NETWORKING EQUIPMENT.
31. 2RU HORIZONTAL CABLE MANAGEMENT PANEL.
32. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING TO TR CC.20003 FROM TR CC. 23011. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
33. PROVIDE NEW 3" CONDUIT BACKBONE ROUTED ABOVE CEILING TO TR CC. 23014D FROM TR CC.23011. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.



3 ROOM 23011 RACK ELEVATIONS (CLERK OF COURT)

NOT TO SCALE



N

4 ENLARGED ROOM 23011 PLAN (CLERK OF COURT)

2' 0' 2' 4'

SCALE: 1/2"=1'-0"

100% CONSTRUCTION DOCUMENTS

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

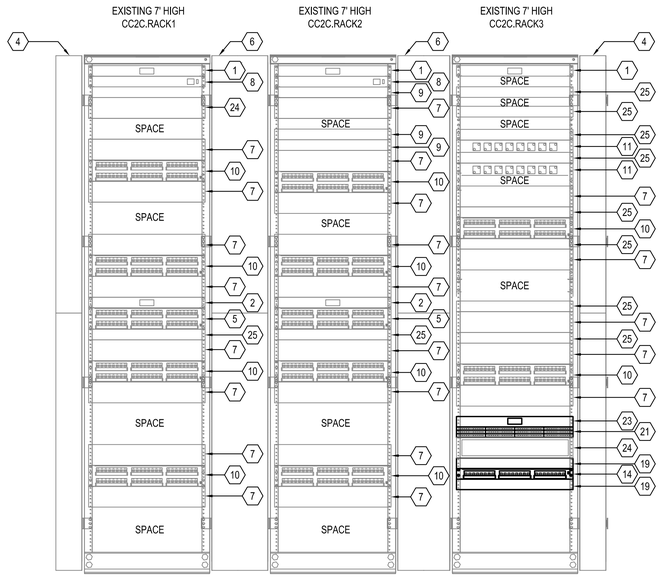
NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

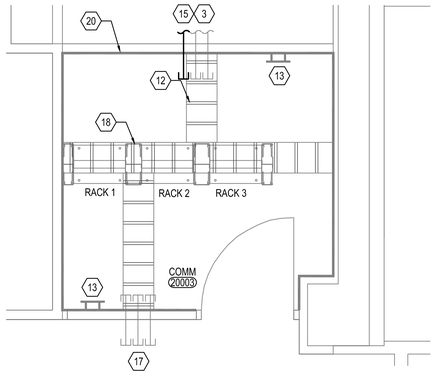
SHEET TITLE: ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS

SHEET: T-403



1 ROOM 20003 RACK ELEVATIONS (CLERK OF COURT)

NOT TO SCALE

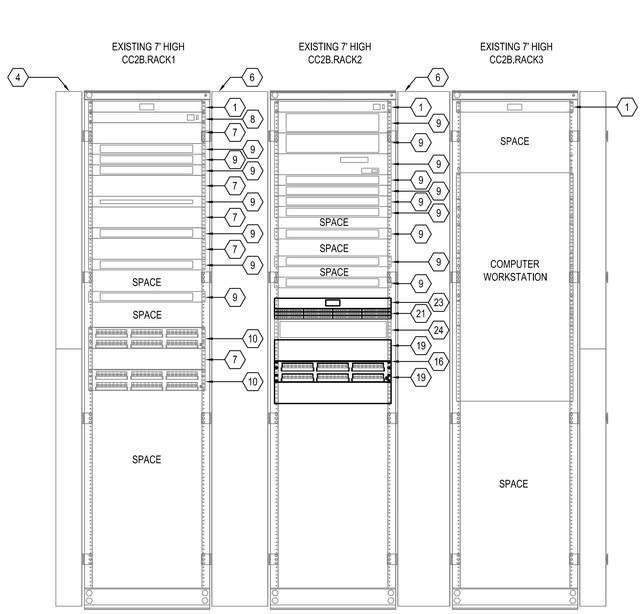


N

2 ENLARGED ROOM 20003 PLAN (CLERK OF COURT)

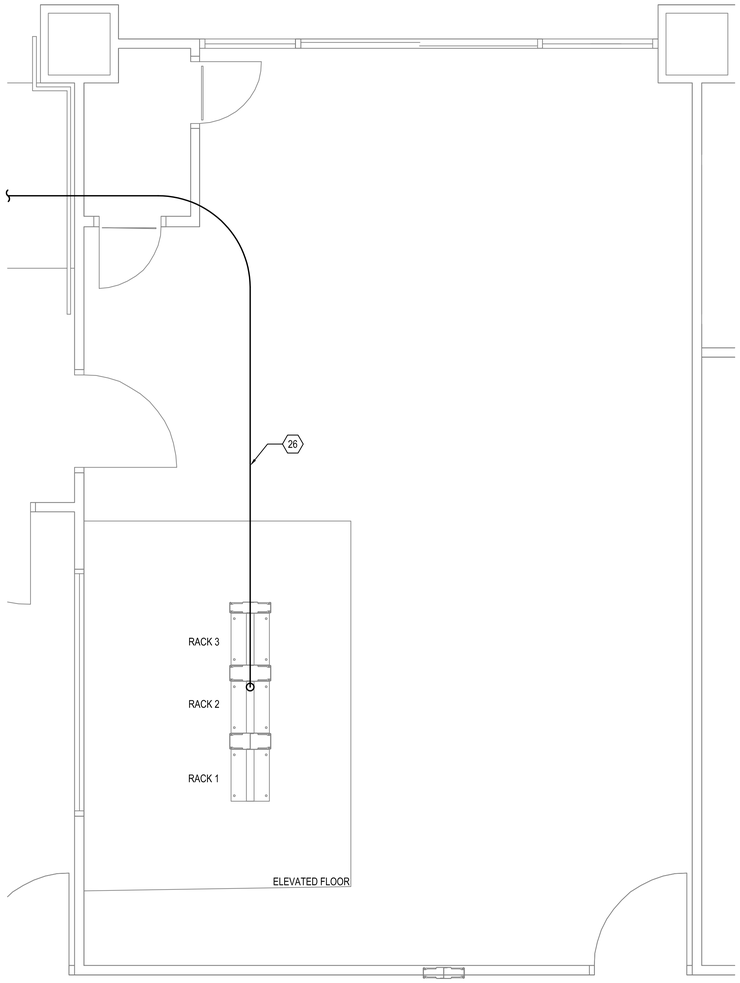
2' 0' 2' 4'

SCALE: 1/2"=1'-0"



3 ROOM 23014D RACK ELEVATIONS (CLERK OF COURT)

NOT TO SCALE



N

4 ENLARGED ROOM 23014D PLAN (CLERK OF COURT)

2' 0' 2' 4'

SCALE: 1/2"=1'-0"

SHEET NOTES

1. EXISTING ENGRAVED PLASTIC RACK INDENTIFIER ON 1RU FILLER PLATE, TYPICAL ALL RACKS.
2. EXISTING ENGRAVED PLASTIC IDENTIFIER TAG ON 1RU FILLER PLATE.
3. EXISTING (2) 3" CONUIT ROUTED ABOVE CEILING TO TR CC.20003 FROM TR CC.23011. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
4. EXISTING 4"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
5. EXISTING 2 RU WIRING BLOCK FOR VOICE BACKBONE DISTRIBUTION.
6. EXISTING 6"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
7. EXISTING 2RU HORIZONTAL CABLE MANAGEMENT PANEL.
8. EXISTING 1RU POWER SURGE SUPRESSOR.
9. EXISTING NETWORK EQUIPMENT.
10. EXISTING 2RU HORIZONTAL WIRING BLOCK.
11. EXISTING 1RU 16-PORT FIBER TERMINATION PANEL.
12. EXISTING 12" LADDER RACK, TYPICAL.
13. EXISTING TGB.
14. 1RU, 24-PORT HORIZONTAL PATCH PANEL.
15. PROVIDE NEW 3" CONDUIT BACKBONE TO TR CC.20003 TO TR CC.23011. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
16. 2RU, 48-PORT HORIZONTAL PATCH PANEL.
17. EXISTING 3" THRU-WALL CONDUIT SLEEVES.
18. EXISTING 7'H TELECOMMUNICATIONS RACK, TYPICAL.
19. 1RU HORIZONTAL CABLE MANAGEMENT PANEL.
20. EXISTING PLYWOOD BACKBOARD.
21. 1RU FIBER LIU PATCH PANEL.
22. EXISTING RACK-MOUNT UPS.
23. 1RU, FILLER PLATE WITH ENGRAVED NETWORK ID LABEL.
24. 2RU, OFOI NETWORKING EQUIPMENT.
25. EXISTING 1RU BLANK FILLER PLATE.
26. PROVIDE NEW 3" CONDUIT BACKBONE FROM TR CC.23011 TO TR CC.23014D. TURN DOWN AT EXISTING RACK LOCATIONS. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 7391 4

NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

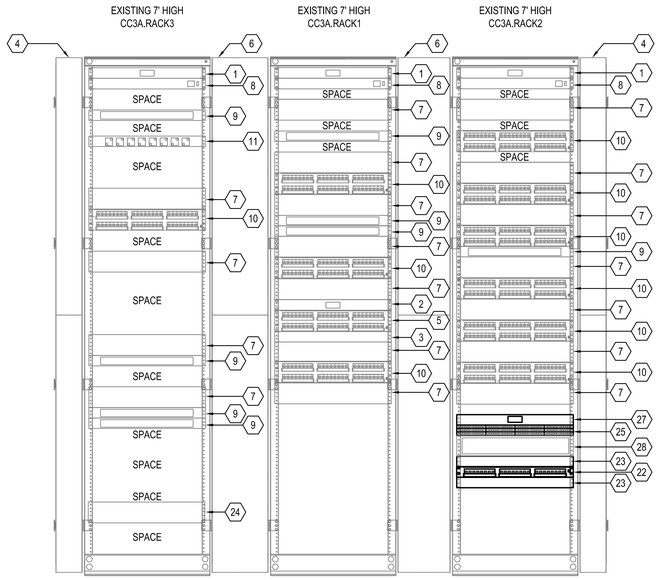
CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS

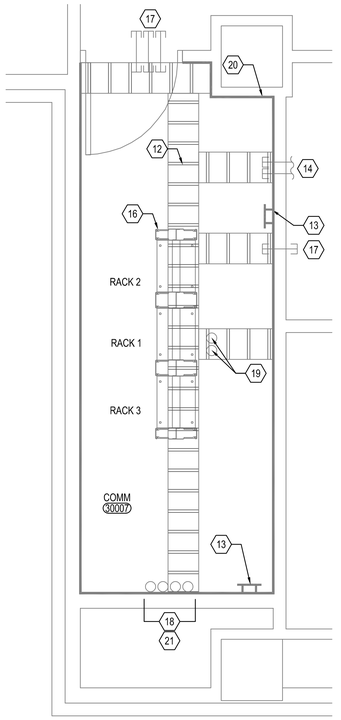
SHEET: T-404

100% CONSTRUCTION DOCUMENTS



1 ROOM 30007 RACK ELEVATIONS (COURT ADMIN)

NOT TO SCALE

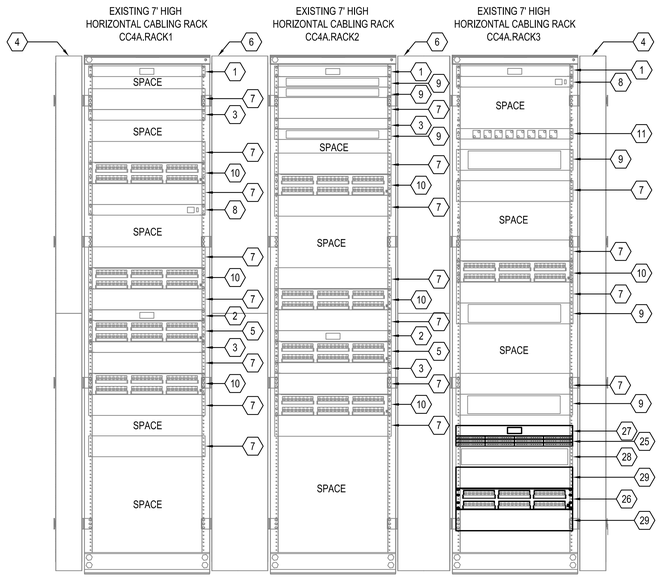


N

2 ENLARGED ROOM 30007 PLAN (COURT ADMIN)

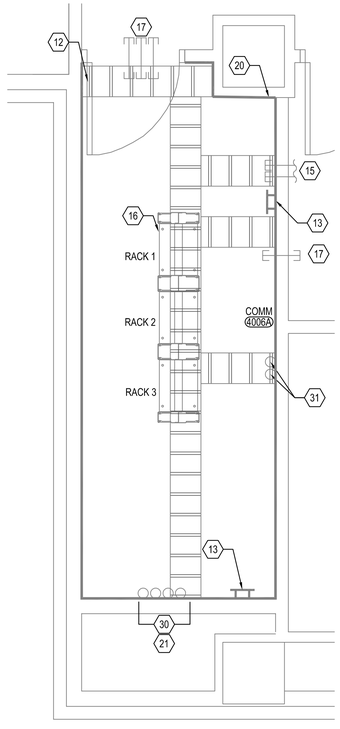
2' 0' 2' 4'

SCALE: 1/2"=1'-0"



3 ROOM 4006A RACK ELEVATIONS (COURT ADMIN)

NOT TO SCALE



N

4 ENLARGED ROOM 40006A PLAN (COURT ADMIN)

2' 0' 2' 4'

SCALE: 1/2"=1'-0"

SHEET NOTES

1. EXISTING ENGRAVED PLASTIC RACK INDENTIFIER ON 1RU FILLER PLATE, TYPICAL ALL RACKS.
2. EXISTING ENGRAVED PLASTIC IDENTIFIER TAG ON 1RU FILLER PLATE.
3. EXISTING 1 RU BLANK FILLER PLATE.
4. EXISTING 4"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
5. EXISTING 2 RU WIRING BLOCK FOR VOICE BACKBONE DISTRIBUTION.
6. EXISTING 6"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
7. EXISTING 2RU HORIZONTAL CABLE MANAGEMENT PANEL.
8. EXISTING 1RU POWER SURGE SUPRESSOR.
9. EXISTING NETWORK EQUIPMENT.
10. EXISTING 2RU HORIZONTAL WIRING BLOCK.
11. EXISTING 1RU 16-PORT FIBER TERMINATION PANEL.
12. EXISTING 12" LADDER RACK, TYPICAL.
13. EXISTING TGB.
14. EXISTING 3" CONDUIT SERVING LEVEL 3 SPACES.
15. EXISTING 3" CONDUIT SERVING LEVEL 4 SPACES.
16. EXISTING 7'H TELECOMMUNICATIONS RACK, TYPICAL.
17. EXISTING 3" THRU-WALL CONDUIT SLEEVES.
18. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 4 TR CC.40006A. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
19. EXISTING (2) 3" CONDUIT SLEEVES THRU FLOOR FOR PASS-THRU OF HORIZONTAL CABLING FROM LEVEL 2 TR CC.20009A BELOW.
20. EXISTING PLYWOOD BACKBOARD.
21. ROUTE NEW MULTIMODE FIBER BACKBONE CABLES THROUGH EXISTING 3" CONDUIT SERVING NOTED TELECOMMUNICATION CLOSET. PROVIDE FIBER MESH INNERDUCT. SEE INTRABUILDING BACKBONE CONDUIT DETAILS FOR ADDITIONAL REQUIREMENTS.
22. 1RU, 24-PORT HORIZONTAL PATCH PANEL.
23. 1RU HORIZONTAL CABLE MANAGEMENT PANEL.
24. EXISTING RACK-MOUNT UPS.
25. 1RU FIBER LIU PATCH PANEL.
26. 2RU, 48-PORT HORIZONTAL PATCH PANEL.
27. 1RU, FILLER PLATE WITH ENGRAVED NETWORK ID LABEL.
28. 2RU, OFOI NETWORKING EQUIPMENT.
29. 2RU HORIZONTAL CABLE MANAGEMENT PANEL.
30. EXISTING 3" CONDUIT SLEEVES UP TO LEVEL 5 TR CC.55000B SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
31. EXISTING (2) 3" CONDUIT SLEEVES THRU FLOOR FOR PASS-THRU OF HORIZONTAL CABLING FROM LEVEL 3 TR CC.30007 BELOW.

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SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADES

PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

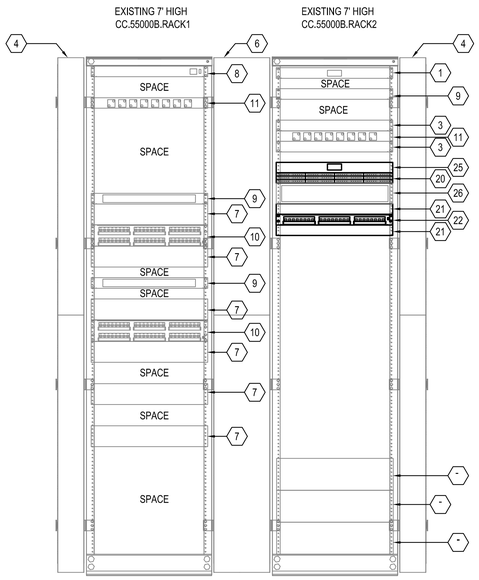
CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS

SHEET: T-405

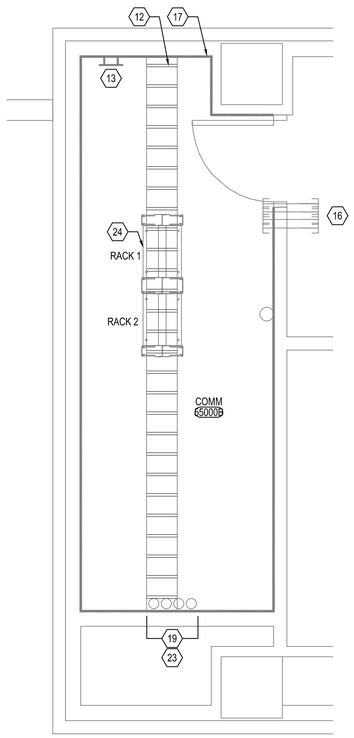
100% CONSTRUCTION DOCUMENTS



ROOM 55000B RACK ELEVATIONS
(COURT ADMIN)

1

NOT TO SCALE



N

ENLARGED ROOM 55000B PLAN
(COURT ADMIN)

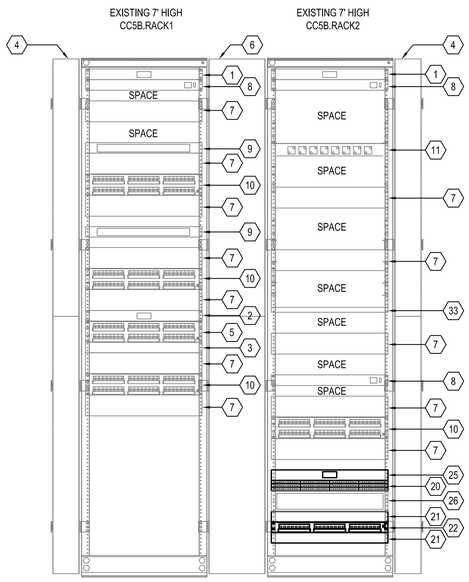
2

2' 0' 2' 4'

SCALE: 1/2"=1'-0"

SHEET NOTES

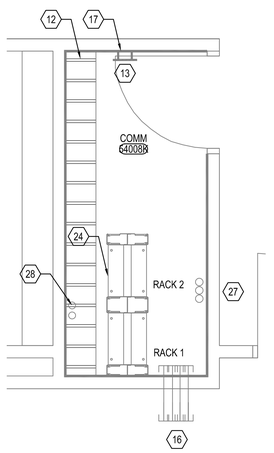
1. EXISTING ENGRAVED PLASTIC RACK INDENTIFIER ON 1RU FILLER PLATE, TYPICAL ALL RACKS.
2. EXISTING ENGRAVED PLASTIC IDENTIFIER TAG ON 1RU FILLER PLATE.
3. EXISTING 1 RU BLANK FILLER PLATE.
4. EXISTING 4"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
5. EXISTING 2 RU WIRING BLOCK FOR VOICE BACKBONE DISTRIBUTION.
6. EXISTING 6"W VERTICAL CABLE MANAGEMENT CHANNEL, TYPICAL.
7. EXISTING 2RU HORIZONTAL CABLE MANAGEMENT PANEL.
8. EXISTING 1RU POWER SURGE SUPRESSOR.
9. EXISTING NETWORK EQUIPMENT.
10. EXISTING 2RU HORIZONTAL WIRING BLOCK.
11. EXISTING 1RU 16-PORT FIBER TERMINATION PANEL.
12. EXISTING 12" LADDER RACK, TYPICAL.
13. EXISTING TGB.
14. NOT USED.
15. NOT USED.
16. EXISTING 3" THRU-WALL CONDUIT SLEEVES.
17. EXISTING PLYWOOD BACKBOARD.
18. EXISTING RACK-MOUNT UPS.
19. EXISTING 3" CONDUIT SLEEVES UP FROM LEVEL 4 TR CC.40006A. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
20. 1RU FIBER LIU PATCH PANEL.
21. 1RU HORIZONTAL CABLE MANAGEMENT PANEL.
22. 1RU, 24-PORT HORIZONTAL PATCH PANEL.
23. ROUTE NEW MULTIMODE FIBER BACKBONE CABLES THROUGH EXISTING 3" CONDUIT SERVING NOTED TELECOMMUNICATION CLOSET. PROVIDE FIBER MESH INNERDUCT. SEE INTRABUILDING BACKBONE CONDUIT DETAILS FOR ADDITIONAL REQUIREMENTS.
24. EXISTING 7'H TELECOMMUNICATIONS RACK, TYPICAL.
25. 1RU, FILLER PLATE WITH ENGRAVED NETWORK ID LABEL.
26. 2RU, OFOI NETWORKING EQUIPMENT.
27. EXISTING THREE (3) 3" CONDUITS UP FROM LEVEL 4 BELOW AND RUNNING CONTINUOUS FROM LEVEL 4 MECHANICAL ROOM. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
28. EXISTING TWO (2) 3" CONDUITS UP TO LEVEL 6 ABOVE AND RUNNING CONTINUOUS ABOVE CEILING TO LEVEL 6 TR CC.64001. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.



ROOM 54008K RACK ELEVATIONS
(COURT ADMIN)

3

NOT TO SCALE



N

ENLARGED ROOM 54008K PLAN
(COURT ADMIN)

4

2' 0' 2' 4'

SCALE: 1/2"=1'-0"

100% CONSTRUCTION DOCUMENTS

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Dell Consulting project: 18-090

SEAL

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NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

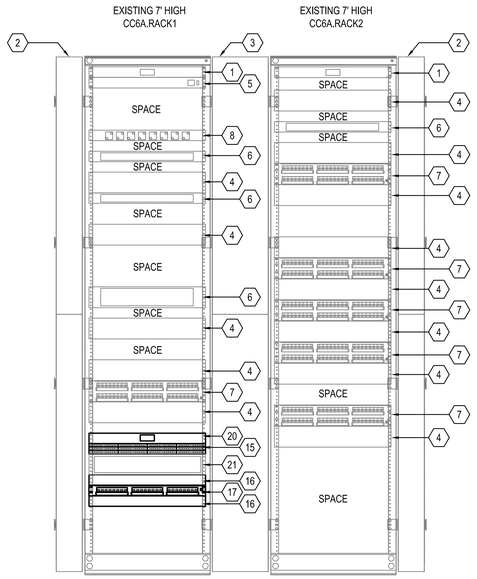
DRAWN BY: THB

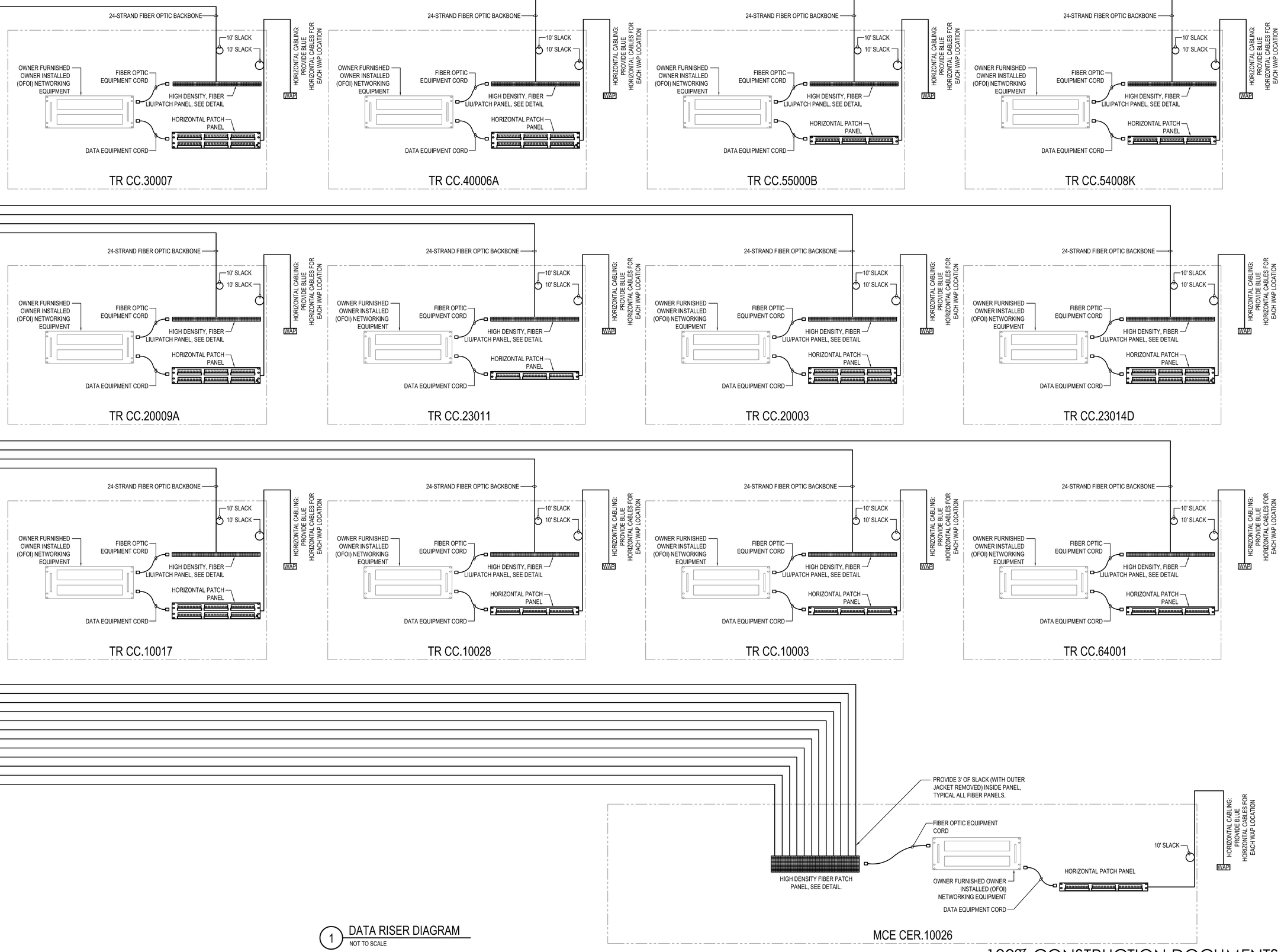
CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: ENLARGED TELECOMMUNICATIONS PLANS & RACK ELEVATIONS

SHEET: T-406


EXISTING 7' HIGH
CC6A.RACK1
EXISTING 7' HIGH
CC6A.RACK2
SPACE
SPACE
SPACE



1 DATA RISER DIAGRAM
NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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SEAL

Harold L. Dell, Jr. 73914

NUMBER	REVISION	DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: RISER DIAGRAM

SHEET: T-600

LINETYPE LEGEND

EXISTING CONDUIT ROUTING

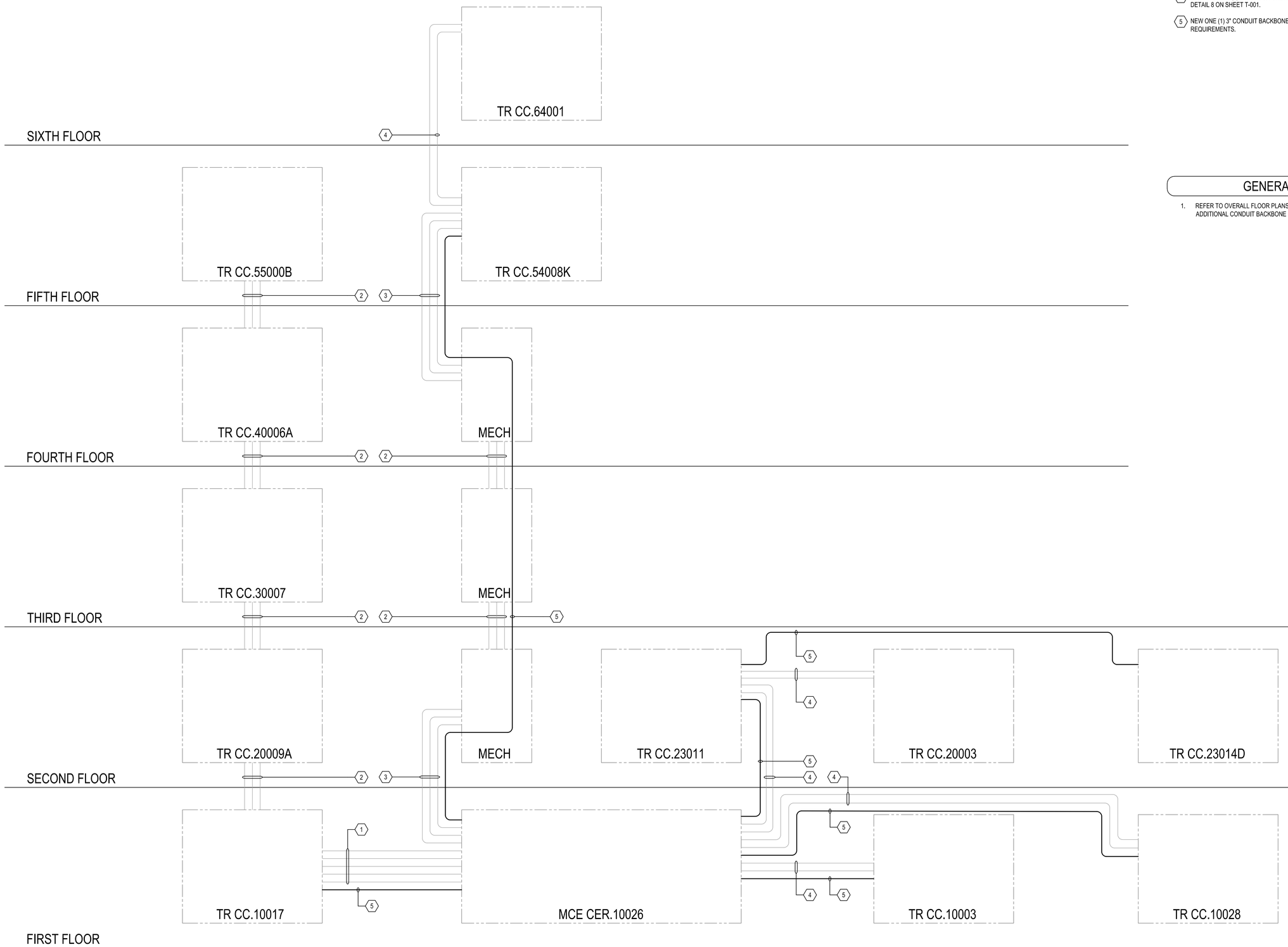
NEW CONDUIT ROUTING

SHEET NOTES

1. EXISTING FIVE (5) 3" CONDUIT BACKBONE.
2. EXISTING THREE (3) 3" CONDUIT THRU-FLOOR SLEEVES. SEE INTRABUILDING CONDUIT DETAIL 7 ON SHEET T-001.
3. EXISTING THREE (3) 3" CONDUIT BACKBONE.
4. EXISTING TWO (2) 3" CONDUIT BACKBONE. SEE INTRABUILDING CONDUIT DETAIL 8 ON SHEET T-001.
5. NEW ONE (1) 3" CONDUIT BACKBONE. SEE FLOOR PLANS FOR ROUTING REQUIREMENTS.

GENERAL NOTES

1. REFER TO OVERALL FLOOR PLANS AND ENLARGED FLOOR PLANS FOR ADDITIONAL CONDUIT BACKBONE PATHWAY INFORMATION.



1 CONDUIT ROUTING DIAGRAM
NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

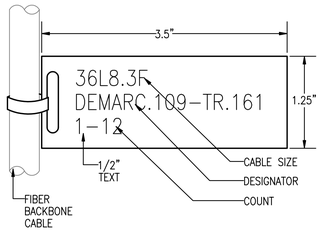
NUMBER	REVISION DESCRIPTION

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

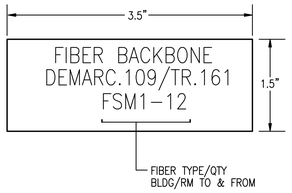
SHEET TITLE: RISER DIAGRAM

SHEET: T-601



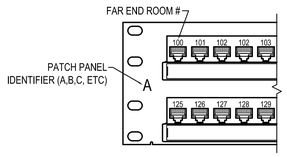
ENGRAVED PLASTIC TAG WITH BLACK LETTERS ON YELLOW BACKGROUND (IBICO/GBC LUGGAGE TAG W/LOOP). TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH VELCRO STRAP. COORDINATE EXACT LABEL INFORMATION WITH 96TH CS PRIOR TO ORDERING TAGS.

1 TYPICAL FIBER BACKBONE CABLE DETAIL
NOT TO SCALE

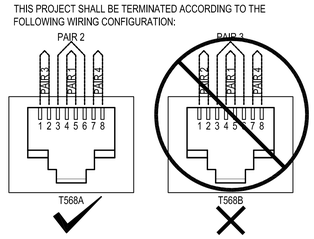


ENGRAVED PLASTIC TAG WITH 1/4" BLACK LETTERS ON WHITE BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH PERMANENT DOUBLE SIDED TO FRONT OF PATCH PANEL.

2 TYPICAL FIBER DRAWER LABEL DETAIL
NOT TO SCALE



3 PATCH PANEL LABELING DETAIL
NOT TO SCALE

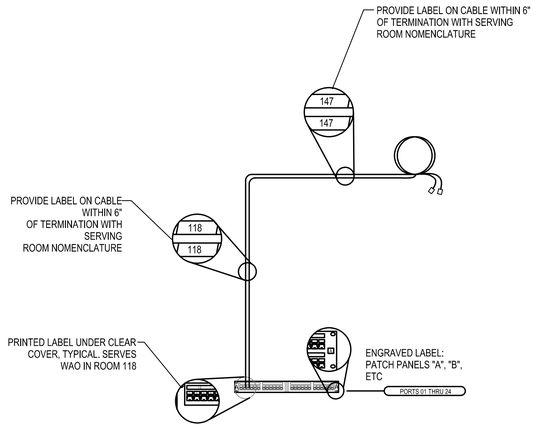


4 WIRING TERMINATION STYLE DETAIL
NOT TO SCALE

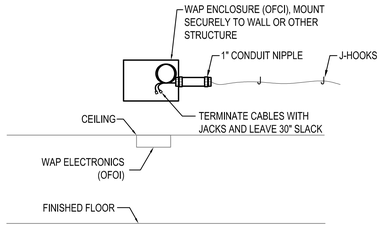
A

FIBER PATCH CABLE QUANTITIES	
CABLE ASSEMBLY LENGTH	M/M FIBER ORANGE DUPLEX LC - DUPLEX LC QTY
7'	16

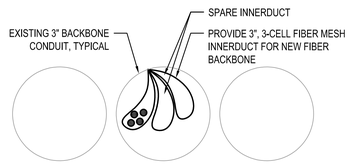
COPPER PATCH CABLE QUANTITIES		
CABLE ASSEMBLY LENGTH	COLOR	QTY
3'	RED	96
5'	YELLOW	64



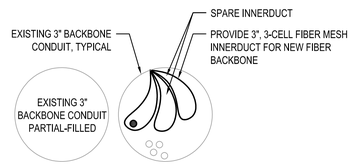
5 TYPICAL WIRE LABLING DETAIL
NOT TO SCALE



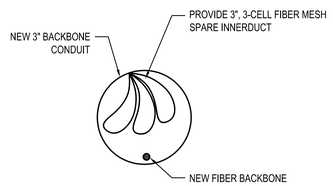
6 TYPICAL WAP DETAIL
NOT TO SCALE



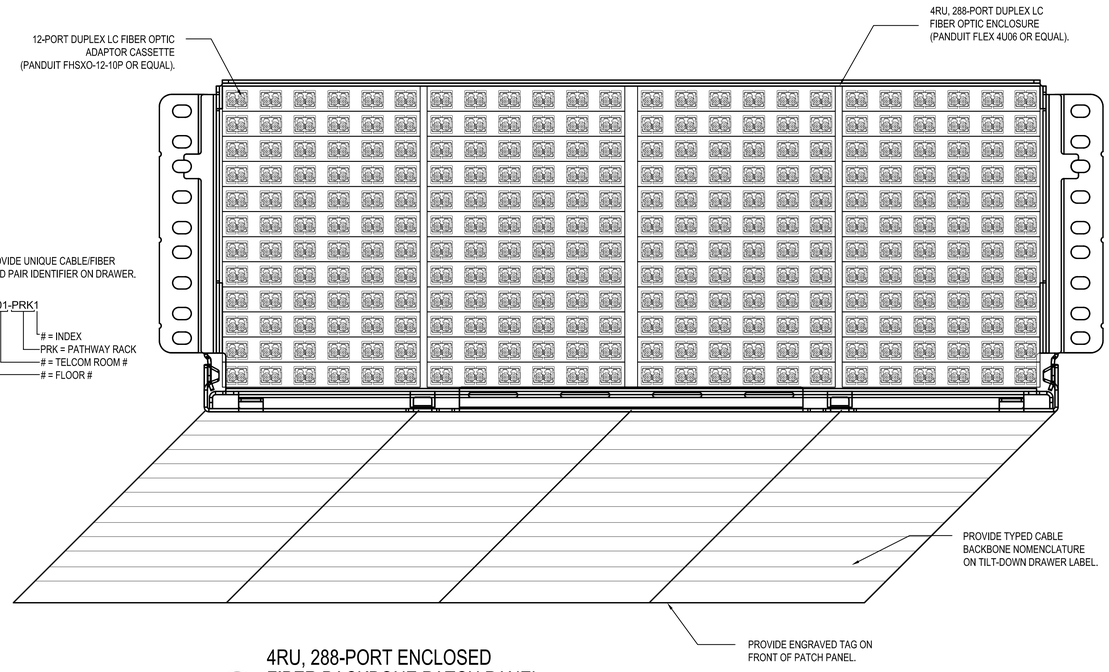
7 EXISTING 3-3" SLEEVE DETAIL, TYPICAL (TR CC.2009A, CC.30007, CC.40006A, CC.5500B)
NOT TO SCALE



8 EXISTING 3" INTRABUILDING BACKBONE @ CC.54008K TO CC.64001
NOT TO SCALE



9 NEW 3" INTRABUILDING BACKBONE (WHERE SHOWN)
NOT TO SCALE



10 4RU, 288-PORT ENCLOSED FIBER BACKBONE PATCH PANEL
NOT TO SCALE

RESPONSIBILITIES & COORDINATION NOTE

THIS LIST IS NOT COMPREHENSIVE. THE STRUCTURED CABLING SYSTEM CONTRACTOR (SCSC) SHALL BE RESPONSIBLE FOR ANY ADDITIONAL REQUIREMENTS SHOWN ON THE TELECOMMUNICATIONS DRAWINGS AND/OR REQUIRED TO PROVIDE A COMPLETE SYSTEM.

1. RACEWAYS:
   THE EC SHALL BE RESPONSIBLE FOR ANY NEW REQUIRED BACKBONE CONDUIT, HORIZONTAL CONDUIT, AND CABLING PATHWAYS, THIS IS TO INCLUDE ALL INTERIOR CONDUIT, ALL WALL PENETRATIONS AND CONDUIT SLEEVES WHETHER SHOWN ON THE DRAWINGS OR AS REQUIRED TO PENETRATE FULL HEIGHT PARTITIONS. CONDUIT PATHWAYS SHALL INCLUDE ALL DEVICE BOXES, PULLBOXES, PULLTAPE, PULLSTRINGS, CONDUIT MARKINGS, ETC. PROVIDE END BUSHINGS ON ALL CONDUIT. THE SCSC SHALL BE RESPONSIBLE FOR THE FOLLOWING ITEMS IN TELECOMMUNICATIONS ROOMS ONLY: CABLE TIES AND/OR ANY OTHER REQUIREMENTS FOR ROUTING AND SECURING CABLE IN THE TELECOMMUNICATIONS ROOMS. THE SCSC SHALL PROVIDE ANY INNERDUCT IN BACKBONE CONDUITS AS REQUIRED IN THE SPECIFICATIONS AND DRAWINGS. WAP ENCLOSURES SHALL BE OFOI, WAP ELECTRONICS SHALL BE OFOI.

2. COMMUNICATIONS CABLING:
   THE SCSC SHALL BE RESPONSIBLE FOR PROVIDING, INSTALLING, TERMINATING, TESTING AND LABELING ALL COMMUNICATIONS CABLES.

TELECOMMUNICATIONS LEGEND

- WAP — WIRELESS ACCESS POINT. PROVIDE TWO (2) CAT6A CABLES FROM NEW HORIZONTAL PATCH PANEL LOCATE IN SERVING TELECOMMUNICATIONS ROOM. SEE PARTIAL FLOOR PLANS.
- EXISTING TELECOMMUNICATIONS GROUNDING BUSBAR (TGB).
- EXISTING PULL BOX.
- EXISTING CONDUIT TERMINATION TO INSULATED BUSHING.
- 1 — SHEET NOTE TAG.
- LEADERS.

GENERAL NOTES

1. EXISTING CONDITIONS SHOWN ARE DERIVED FROM FIELD INVESTIGATION AND AS-BUILT DRAWINGS.
2. CONTRACTOR SHALL PREPARE AND MAINTAIN A TOOL INVENTORY LIST WITH COURT ADMIN.
3. CONTRACTOR SHALL BE ESCORTED BY ESCAMBIA COUNTY IT SERVICES AT ALL TIMES WHEN ON SITE. CONTRACTOR SHALL COORDINATE WITH ECITS ONE (1) WEEK IN ADVANCE.
4. WORK SHALL BE PERFORMED OUTSIDE OF BLANCHARD BUILDING WORKING HOURS ON FLOORS 3 THROUGH 6. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH ECITS ONE (1) WEEK PRIOR TO COMMENCING WORK.

ABBREVIATIONS

A	AMPS
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
BLDG	BUILDING
C	CONDUIT
C/L	CENTERLINE
CLG	CEILING
CU	COPPER
DM	DEMOLISH
EC	ELECTRICAL CONTRACTOR
ECITS	ESCAMBIA COUNTY INFORMATION TECHNOLOGY SERVICES
EF	ENTRANCE FACILITY
EGC	EQUIPMENT GROUNDING CONDUCTOR
EMGB	ELECTRICAL MAIN GROUNDING BUSBAR
EX	EXISTING TO REMAIN
EMT	ELECTRICAL METALLIC TUBING
FACP	FIRE ALARM SYSTEM CONTROL PANEL
FLR	FLOOR
GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
JB	JUNCTION BOX
MCE	MAIN COMMUNICATIONS EQUIPMENT ROOM
M/M	MULTIMODE
MNT	MOUNTING HEIGHT
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
OFOI	OWNER FURNISHED OWNER INSTALLED
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
RM	ROOM
RGS	RIGID GALVANIZED STEEL CONDUIT
RNC	RIGID NON-METALLIC CONDUIT
SCSC	STRUCTURED CABLING SYSTEM CONTRACTOR
S/M	SINGLEMODE
TBB	TELECOMMUNICATIONS BONDING BACKBONE
TR	TELECOMMUNICATIONS ROOM
TGB	TELECOMMUNICATIONS GROUNDING BUSBAR
TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUSBAR
TYP	TYPICAL
UFR	UNDERFLOOR RACEWAY
UL	UNDERWRITERS' LABORATORIES
UNO	UNLESS NOTED OTHERWISE
V	VOLT
VA	VOLT-AMPERES
W	WATTS
WAO	WORK AREA OUTLET
WAP	WIRELESS ACCESS POINT
WP	WEATHERPROOF

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NUMBER REVISION	REVISION DESCRIPTION	04/16/2019
3	ADDENDUM #3	

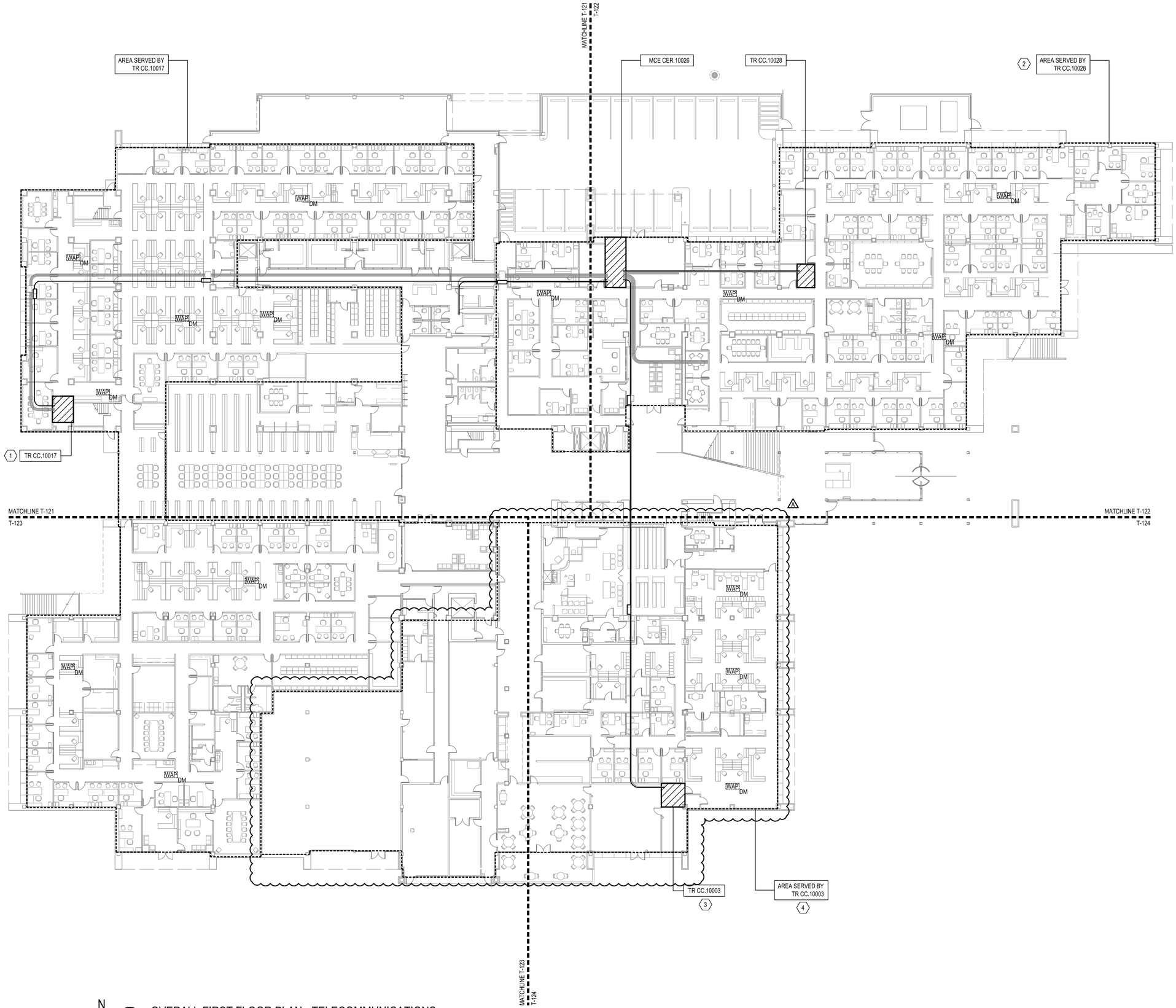
M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: LEGEND, NOTES, ABBREVIATIONS, & DETAILS

SHEET: T-001

100% CONSTRUCTION DOCUMENTS



N

1 OVERALL FIRST FLOOR PLAN - TELECOMMUNICATIONS

16' 0' 16' 32'

SCALE: 1/16"=1'-0"

SHEET NOTES

1. TELECOMMUNICATIONS ROOM SERVING THE STATE ATTORNEY.
2. TELECOMMUNICATIONS ROOM SERVING THE PUBLIC DEFENDER.
3. TELECOMMUNICATIONS ROOM SERVING THE CLERK OF COURT TRAFFIC.
4. COORDINATE DEMOLITION WORK IN THIS AREA - ONLY EXISTING WIRELESS ACCESS POINT EQUIPMENT SHALL BE REMOVED. NO EXISTING VERIZON EQUIPMENT OR DAS ANTENNAS SHALL BE REMOVED OR ALTERED DURING THE NEW WIRELESS ACCESS POINT EQUIPMENT INSTALLATION.

GENERAL NOTES

1. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.
2. DISCONNECT AND REMOVE ALL EXISTING WIRELESS ACCESS POINT EQUIPMENT. RETURN EXISTING EQUIPMENT TO USER GROUP.

100% CONSTRUCTION DOCUMENTS

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Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION	04/16/2019
1	ADDENDUM #3	

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: OVERALL FIRST FLOOR PLAN - TELECOMMUNICATIONS

SHEET: T-111

MATCHLINE T-121
T-123

MATCHLINE T-121
T-122

MATCHLINE T-122
T-124

CORR. I.P. SUSP. ASA ASA V-W COUN. V-W COUN. V-W COUN WIT. WAIT. CHILD WIT. WAIT. REC. REC.

OPEN OFFICE

WAP

INTV. INTV. CONF. INTV INTV.

CORRIDOR

VEST. LINE-UP INV. HOLD ELEV. VEST.

INV. EQUIP. EVID. CORR. EDP. DIR. NET. MGR. ASA ASA DIV. SEC. CORR. JUVE. DIV. SUPV. P.L. P.L. CORR. EQUIP. TOILET ELEV. EQUIP SAFETY VEST.

CORRIDOR

LOCKERS

INV. SECURED COMP. MAIL BREAK SUPPLIES CORRIDOR

INV. OPEN OFFICE A-V COMPUTER RECORDS

INV. HIGH VOL. COPY WOMENS MENS CORR 1C177 BLD. SUP./STOR./WRKSHP CORR. CORRIDOR

INV. SPEC. PROJ. CONF./TRAINING 1C178 TOILET ADMIN. CLERKS

VEST. CLERICAL ADMIN. VENDING

TOILET ADMIN. MECHANICAL OFFICE MAIL ROOM

CORRIDOR

CHF. INV. INV. INV. INT. AUDIT. PERS. SPEC. FISCAL DIR. ADMIN. SNACK BAR

LAWN EQUIP. CORR.

EXEC. DIR. STATE ATTORNEY CONF. VEHICLE SALLYPORT

WAITING AREA

DOCK

AREA SERVED BY TR CC.10017 - SEE SHEET T-121 FOR LOCATION

AREA SERVED BY TR CC.10003 - SEE SHEET T-121 FOR LOCATION

MATCHLINE T-123
T-124

N

1 FIRST FLOOR PARTIAL FLOOR PLAN SOUTHWEST - TELECOMMUNICATIONS

8' 0' 8' 16'

SCALE: 1/8"=1'-0"

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.
3. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.

N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-332-5629
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER/ REVISION	REVISION DESCRIPTION	04/16/2019
3	ADDENDUM #3	

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADES

PENSACOLA, FLORIDA

DESIGNED BY: THB

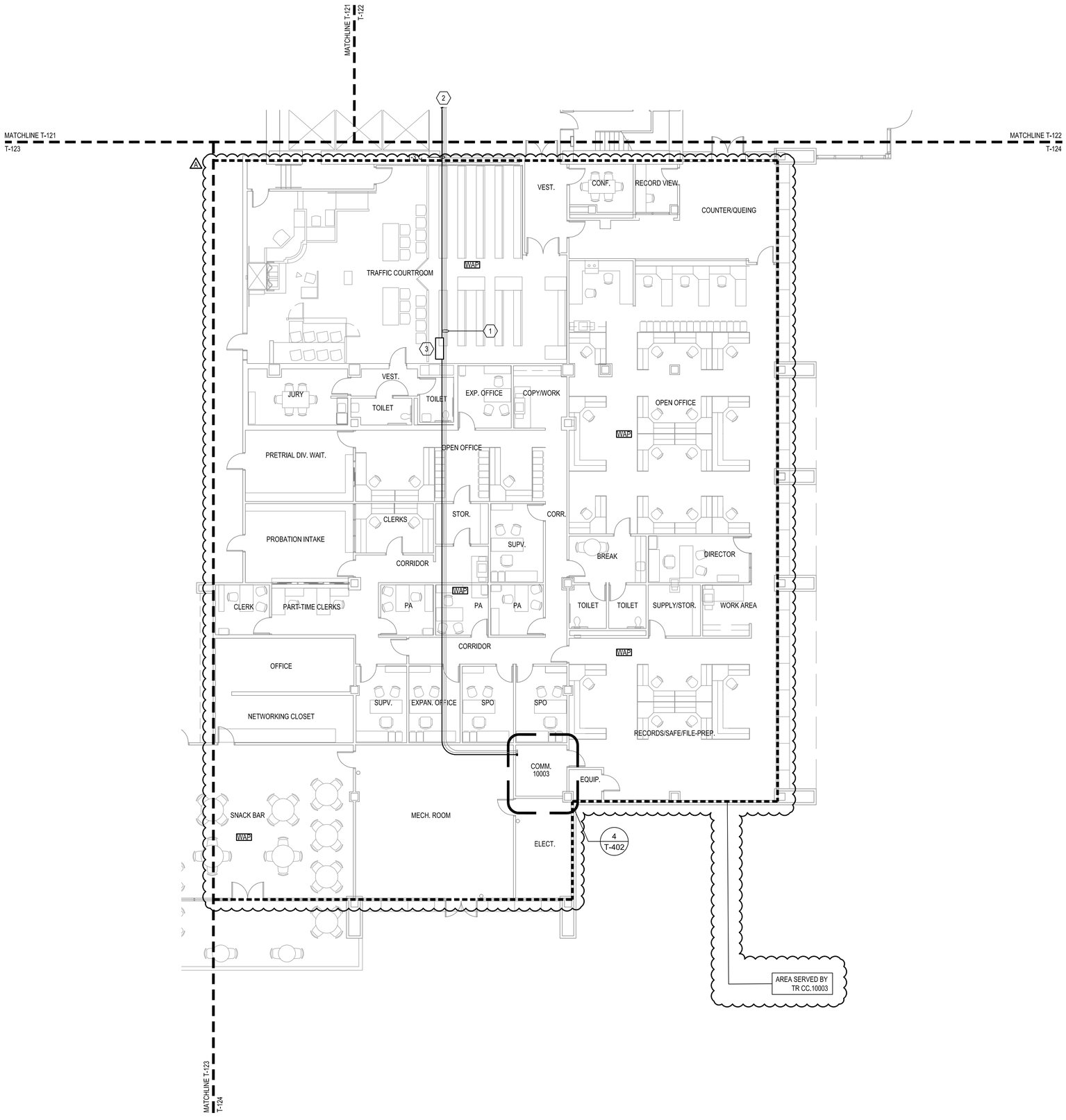
DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FIRST FLOOR PARTIAL FLOOR PLAN SOUTHWEST - TELECOMMUNICATIONS

SHEET: T-123



N

1 FIRST FLOOR PARTIAL FLOOR PLAN SOUTHEAST - TELECOMMUNICATIONS

8' 0' 8' 16'

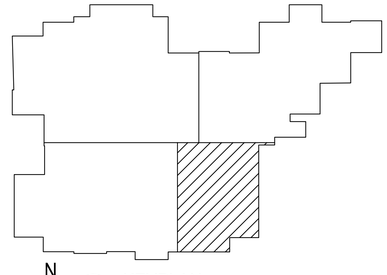
SCALE: 1/8"=1'-0"

SHEET NOTES

1. EXISTING TWO (2) 3" CONDUITS ROUTED ABOVE CEILING TO TR CC.10003 FROM MCE CER.10026. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. SEE SHEET T-122 FOR CONDUIT CONTINUATION.
3. PROVIDE NEW 18"x48"x5" CONDUIT PULL BOX MOUNTED ABOVE CEILING.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.
3. AREAS NOT SHOWN TO BE SERVED BY TELECOMMUNICATION ROOMS (TR) CC.10017, CC.10028, CC.10003 ARE SERVED BY THE MAIN TELECOMMUNICATIONS ROOM (MCE) CER.10026.



N

2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-333-5687 F: 800-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION	
1	ADDENDUM #3	04/16/2019

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FIRST FLOOR PARTIAL FLOOR PLAN SOUTHEAST - TELECOMMUNICATIONS

SHEET: T-124

SHEET NOTES

1. EXISTING FOUR (4) 2" CONDUITS ROUTED ABOVE CEILING.
2. EXISTING 12"x30"x6" PULL BOX MOUNTED ABOVE CEILING.
3. EXISTING 3" CONDUIT SLEEVES UP FROM LEVEL 4 TR CC.40006A. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
4. EXISTING CONDITIONS DRAWINGS WERE UNAVAILABLE FOR THE AREAS SHOWN AS DASHED. COORDINATE EXACT NEW WAP LOCATIONS WITH ECITS PRIOR TO ROUGH-IN.

GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.

MATCHLINE T-133
T-134

WAP
SHELL SPACE
ELEC
CORR
COMM
55000B
STAIR 6
AREA SERVED BY
TR CC.55000B
LAW CLERKS
CLOSET
COPY
STOR
TLT
BREAK
STAIR 3
WOMENS
ELEC
SECRETARY
SPECIAL PROJ
WAITING
PUBLIC WAITING
CONF
AREA SERVED BY
TR CC.54008K
MATCHLINE T-133
T-134

1 FIFTH FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS
SCALE: 1/8"=1'-0"

2 KEYPLAN
NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-333-5687 F: 850-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION	
1	ADDENDUM #3	04/16/2019

M.C. BLANCHARD JUDICIAL BUILDING
TELECOMMUNICATIONS UPGRADES
PENSACOLA, FLORIDA

DESIGNED BY: THB
DRAWN BY: THB
CHECKED BY: HD
DATE: 01/04/2019

SHEET TITLE: FIFTH FLOOR PARTIAL FLOOR PLAN WEST - TELECOMMUNICATIONS

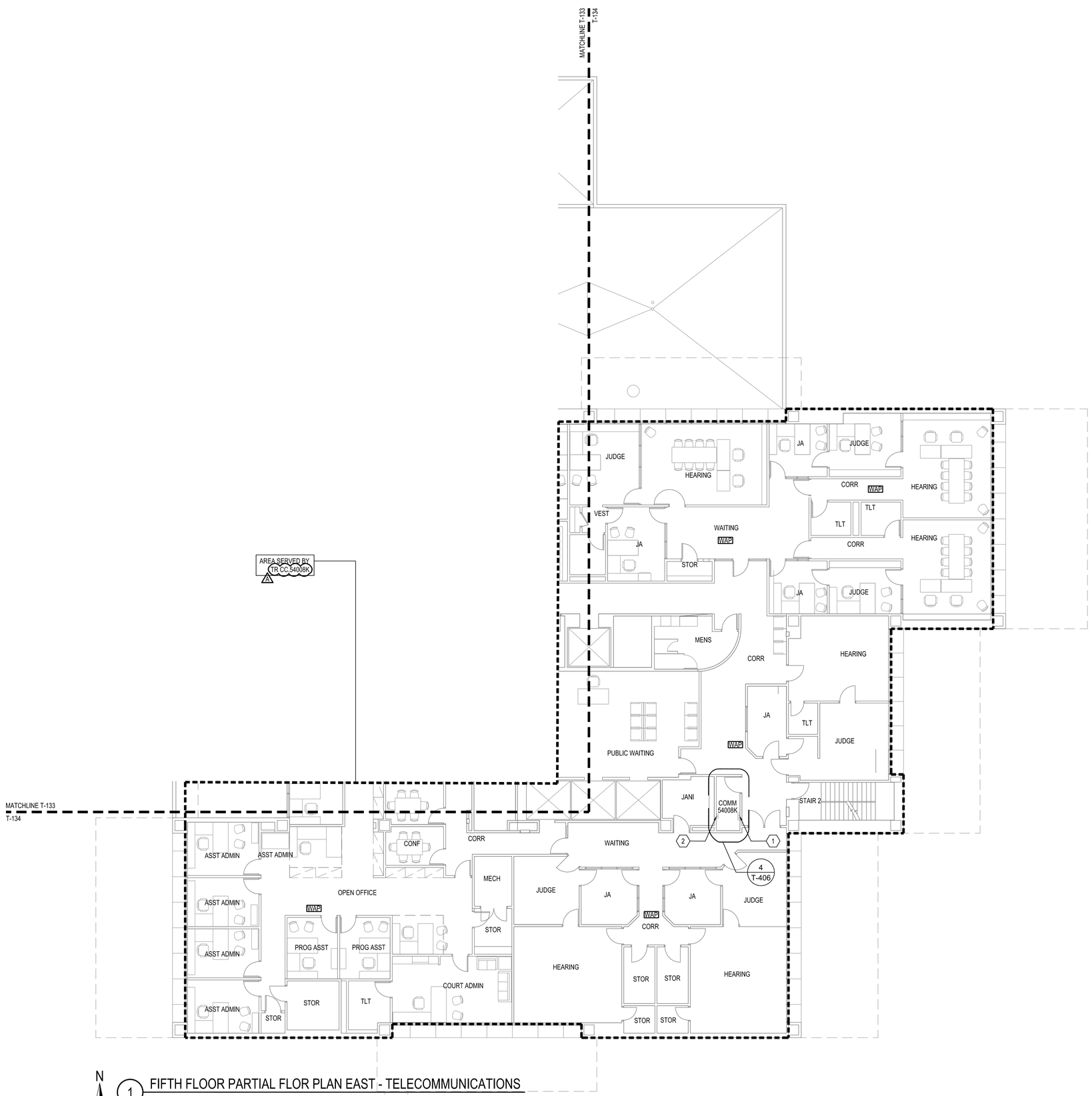
SHEET: T-133

SHEET NOTES

1. EXISTING THREE (3) 3" CONDUITS UP FROM LEVEL 4 BELOW AND RUNNING CONTINUOUS FROM LEVEL 4 MECHANICAL ROOM. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.
2. EXISTING TWO (2) 3" CONDUITS UP TO LEVEL 6 ABOVE AND RUNNING CONTINUOUS ABOVE CEILING TO LEVEL 6 TR CC.64001. SEE CONDUIT ROUTING DIAGRAM ON SHEET T-601.

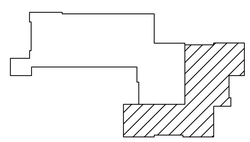
GENERAL NOTES

1. WIRELESS ACCESS POINT DATA LOCATIONS SHOWN SHALL BE SERVED BY THE TR NOTED FOR THAT ZONE.
2. ALL WAPS SHALL BE INSTALLED IN ACT CEILING, UNLESS NOTED OTHERWISE.



1 FIFTH FLOOR PARTIAL FLOR PLAN EAST - TELECOMMUNICATIONS

SCALE: 1/8"=1'-0"



2 KEYPLAN

NOT TO SCALE

100% CONSTRUCTION DOCUMENTS

dell consulting
MEP Engineering
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-333-5687 F: 800-332-6429
Dell Consulting project: 18-090

SEAL

Harold L. Dell, Jr. 73914

NUMBER REVISION	REVISION DESCRIPTION	
1	ADDENDUM #3	04/16/2019

M.C. BLANCHARD JUDICIAL BUILDING TELECOMMUNICATIONS UPGRADES

PENSACOLA, FLORIDA

DESIGNED BY: THB

DRAWN BY: THB

CHECKED BY: HD

DATE: 01/04/2019

SHEET TITLE: FIFTH FLOOR PARTIAL FLOR PLAN EAST - TELECOMMUNICATIONS

SHEET: T-134

Exhibit I

MC Blanchard Telecommunications Upgrade

Dell Project #18-090

Mr. Shawn Fletcher
Information Technology Director
Escambia County
221 Palafox Place
Pensacola, FL 32502

100% Construction Documents

January 4, 2019

Dell Consulting LLC CA #28404
Hal Dell, P.E., RCDD, LEED AP BD+C 73914

DIVISION 26 – ELECTRICAL

260000	GENERAL ELECTRICAL
260010	CODES AND STANDARDS
260020	WORK REQUIRED FOR EQUIPMENT FURNISHED BY OTHERS
260500	ELECTRICAL RELATED WORK
260512	ALTERATIONS AND ADDITIONS TO EXISTING WORK
260526	GROUNDING AND BONDING
260530	BASIC ELECTRICAL MATERIALS AND METHODS

DIVISION 27 – COMMUNICATIONS

270000	TELECOMMUNICATIONS GENERAL
270010	CODES AND STANDARDS
270020	CONTRACTOR QUALIFICATIONS
270500	COMMUNICATIONS RELATED WORK
271300	BACKBONE CABLING SYSTEM
271500	HORIZONTAL CABLING SYSTEM

SECTION 260000 - GENERAL ELECTRICAL

PART 1 - GENERAL

1.1 The work covered by this division consists of providing all labor, equipment and materials and performing all operations necessary for the installation of the electrical work as herein called for and shown on the Drawings. The work shall include but shall not be limited to the following:

Provide all power, lighting, fire alarm, intercom, telephone, communications, and other electrical systems for the project. Fully coordinate all electrical requirements of equipment being furnished by other Divisions under this construction contract. Each system shall be complete and fully functional.

1.2 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

B. Provisions of this Section apply to work of all Division 26 Sections.

C. All control wiring for Division 23 shall be governed by Division 26 requirements. All control wiring shall be in conduit in compliance with the Specifications.

D. Review all project Drawings to be aware of conditions affecting work herein.

1.3 Definitions:

A. Provide: Furnish, install, and test, complete and ready for intended use.

B. Furnish: Supply and deliver to project site, ready for subsequent requirements.

C. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

1.4 Permits and Fees: Contractor shall obtain all necessary permits, meters, and inspections required for his work and pay all fees and charges incidental thereto.

1.5 Verification of Owner's Survey Data: Prior to commencing any excavation or grading the Contractor shall satisfy himself as to the accuracy of all survey data indicated on the Drawings and/or provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the survey data, he shall immediately notify the Engineer. Commencement by the Contractor of any excavation or upgrading shall be held as an acceptance of the survey data by

him after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said survey data.

1.6 Delivery and Storage of Materials: Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. All material shall be stored to provide protection from the weather and accidental damage.

1.7 Extent of work is indicated in the Drawings, Schedules, and Specification. Singular references shall not be construed as requiring only one device if multiple devices are shown on the Drawings or are required for proper system operation.

1.8 Field Measurements and Coordination:

A. The intent of the Drawings and Specifications is to obtain a complete and satisfactory installation. Separate divisional Drawings and Specifications shall not relieve the Contractor or Subcontractors from full compliance of work of his trade indicated on any of the Drawings or in any Section of the Specifications. Report conflicts prior to start of work.

B. Verify all field dimensions and locations of equipment to ensure close, neat fit with other trades' work. Make use of all Contract Documents and approved shop drawings to verify exact dimension and locations. Do not scale electrical drawings; rely on dimensions shown on architectural or structural drawings.

C. Coordinate work in this Division with all other trades in proper sequence to ensure that the total work is completed within Contract time schedule and with minimum cutting and patching.

D. Locate all equipment, materials, and apparatus symmetrical with architectural elements. Install to exact height and locations when shown on architectural drawings. When locations are shown only on mechanical drawings, be guided by architectural details and conditions existing at job and correlate this work with that of others. Provide all required work clearances as defined in the NEC.

E. Install work as required to fit structure, avoid obstructions, and retain clearance, headroom, openings and passageways. Cut no structural members without written approval from Engineer or Architect.

F. Carefully examine any existing conditions, piping, and premises. Compare Drawings with existing conditions. Report any observed discrepancies. Written instructions will be issued by the Engineer to resolve discrepancies.

G. Because of the small scale of the Drawings, it is not possible to indicate all offsets and fittings or to locate every accessory. Drawings are essentially diagrammatic. Study carefully the sizes and locations of structural members, wall and partition locations, trusses, and rooms dimensions and take actual measurements on the job. Locate material, equipment and accessories with sufficient space for installing and servicing. Contractor is responsible for accuracy of his measurements and shall not order materials or perform work without verification. No extra

compensation will be allowed because field measurements vary from the dimensions on the Drawings. If field measurements show that equipment or material cannot be fitted, the Engineer shall be consulted. Remove and relocate, without additional compensation, any item that is installed and is later found to encroach on space assigned to another use.

H. Coordinate all equipment being supplied in other divisions to ensure proper electrical connections. Obtain full manufacturer's electrical information and coordinate with electrical system specified. Make adjustments prior to submitting electrical shop drawings. Mark on shop drawings necessary modifications due to equipment being supplied. Contractor shall be responsible for replacement and upgrade of electrical equipment if at time of completion, it is apparent that electrical requirements do not meet the electrical system's supply.

I. Verify all ceiling clearances prior to ordering panelboards and switchboards. Dimensioned drawings are required for all electrical rooms showing actual plan and elevation layouts. Any equipment ordered prior to verifying that it will fit, will be returned at the contractor's expense. Coordinate panelboard and switchboard locations with structural members, beams and column foundations.

J. Coordinate location of electrical equipment with pipes and duct work being supplied by other Divisions. The equipment space included all referenced NEC clearances shall be maintained. If any pipes or duct work violate any electrical clearance requirements, it shall be removed and relocated at the contractor's expense. Drip pans are not permitted unless specifically called for in the construction documents.

K. Guarantee and Service:

1. The Contractor shall guarantee labor, materials and equipment for a period of one (1) year from Substantial Completion, or from Owner's occupancy, whichever is earlier. Contractor shall make good any defects and shall include all necessary adjustments to and replacement of defective items without expense to the Owner.
2. In addition to the manufacturer's guarantee of each item, Contractor shall provide his standard guarantee after final acceptance and make good any defects of materials or workmanship occurring during this period without expense to the Owner.
3. Owner reserves the right to make emergency repairs as required to keep equipment in operation without voiding Contractor's Guarantee Bond nor relieving Contractor of his responsibilities during guarantee period.

1.9 Shop Drawings:

A. Shop drawings, product literature, and other approved submittals will only be reviewed if they are submitted in full accordance with the General and Supplementary Conditions and Division 1 Specification sections and the following:

1. Submittals shall not include items from more than one specification in the same submittal package.
2. Submittals shall be properly identified by a cover sheet showing the project name, Architect and Engineer names, submittal control numbers, specification section, a list of

products or item names with model numbers in the order they appear in the package, and spaces for approved stamps. A sample cover sheet is included at the end of this section.

3. Submittals shall have been reviewed and approved by the General Contractor (or Prime Contractor). Evidence of this review and approval shall be an "Approved" stamp with a signature and date on the cover sheet.
4. Submittals that include a series of fixtures or devices (such as lighting fixtures) shall be organized by the fixture number and be marked accordingly. Each fixture must include all items associated with that fixture regardless of whether or not those items are used on other fixtures.
5. The electrical design shown on the drawings supports the mechanical equipment basis of design specifications at the time of design. If mechanical equipment is submitted with different electrical requirements, it is the responsibility of the mechanical contractor to resolve all required electrical design changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the new electrical design on the mechanical submittal with a written statement that this change will be provided at no additional cost. Mechanical submittals made with no written reference to the electrical design will be presumed to work with the electrical design. Any corrections required will be at no additional cost.

B. Before ordering any materials or equipment, and within 30 days after the award of Contract the Contractor shall submit to the Engineer one complete schedule showing the make, type, manufacturer's name and trade designation of all equipment.

1. This schedule shall be accompanied by six (6) copies of the manufacturer's printed specifications and shop drawings for each piece of equipment or specialty and shall give dimensions, diagrams, descriptive literature, capacity or rating, kind of material, finish, guarantee, etc., and such other detailed information as the Engineer may require.
2. When approved, such schedule shall be an addition to these Specifications, and shall be of equal force in that no deviation will be permitted except with the approval of the Engineer.
3. Each shop drawing shall reference the Specification section.
4. The submittal should reference any delivery/scheduling problems with the equipment being supplied.
5. The submittal shall not contain any equipment and/or systems that have not been either listed in the construction documents or provided in an addendum as “approved for bidding”. This formality may be waved by the Engineer, if in his opinion, it is to the Owner’s benefit.

C. If shop drawings show variation from the requirements of the Contract Documents, the Contractor shall make specific mention of such variation in his letter of transmittal. If acceptable, Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract.

D. Review of shop drawings, descriptive literature, catalog data, or schedules by the Engineer shall not relieve the Contractor from responsibility for deviations from Contract Drawings or Specifications, unless he has in writing called to the attention of the Engineer such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop

drawings, descriptive literature, catalog data, or schedules. Any feature or function specified but not mentioned in the submittal shall be assumed to be included per the specification.

E. Submit shop drawings and any other drawings specifically called for in other sections. Shop drawings shall consist of plans, sections, elevations and details to scale (not smaller than 1/4" per foot), with dimensions clearly showing the installation. Direct copies of small-scale project drawings issued to the Contractor are not acceptable. Drawings shall take into account equipment furnished under other Sections and shall show space allotted for it. Include construction details and materials.

F. Submit product data after award of the Contract and before any equipment or materials are purchased. Product data are defined as manufacturer's printed literature specifically marked to indicate size and model and accompanied by rating sheets listing values showing that equipment meets scheduled or specified values. Properly coded stamp from the Engineer on returned submittal is required before ordering equipment.

G. Coordinate with other division's supplying equipment prior to submitting shop drawings.

H. Shop drawings shall be submitted in one package unless approved otherwise by the Engineer. Provide an index of sections list manufacturers and "as-specified" or not. Each Specification Section shall be tabbed with equipment inserted.

I. Electrical Room Drawings: A detailed, 1/4"=1'-0" scaled plan view drawing shall be submitted for each electrical room to ensure that the equipment being supplied will fit properly. Include on the drawings and obstruction from building structural or mechanical. Review all duct work and piping shop drawings to ensure proper clearance. Specific grounding requirements shall be noted on the drawings. This includes additional driven grounds and bonding to building steel, water piping, and foundation rebar. This drawing shall make specific mention of any NEC violation. Conduit and/or equipment placement shall take into account any structural or foundation interference. All equipment within the electrical room shall be labeled and actual dimensions shown. The drawings shall be submitted with the shop drawings and manufacturer's product sheets. Failure to supply scaled drawings shall be the basis of rejecting the entire submittal package.

1.10 Test Reports and Verification Submittals: Submit test reports, certifications and verification letters as called for in other sections. Contractor shall coordinate the required testing and documentation of system performance such that sufficient time exists to prepare the reports, review the reports, and take corrective action within the scheduled contract time.

1.11 O & M Data Submittals: Submit Operations and Maintenance data as called for in other sections when a copy of approved submittals is included in the O & M Manual, only the final "Furnish and Submitted" or "Furnish as Corrected" copy shall be used. Contractor shall organize these later in the O & M Manuals tabbed by specification number. Prepare O & M Manuals as required by Division 1 and as described herein.[Submit O & M manuals on CD-Rom in addition to required hard bound copies.] Submit manuals at the substantial completion inspection

PART 2 - PRODUCTS

2.1 All materials shall be new and unused, Owner-supplied, or reused as shown on the Drawings, the best of their respective kinds, suitable for the conditions and duties imposed on them. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following Sections.

2.2 Equipment and Materials

A. Equipment and materials furnished under this Division shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, Contractor shall furnish proof of installation of similar equipment or materials.

B. Each item of equipment shall bear a nameplate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated or painted.

C. The label of the approving agency, such as UL or NEMA, by which a standard has been established for the particular item shall be in full view. Materials shall be UL-listed for the application specified or indicated on the Drawings or Specifications.

D. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of such equipment and shall be a product of the manufacturer's latest design.

E. A service organization with personnel and spare parts shall be available within two hours for each type of equipment furnished.

F. Install in accordance with manufacturer's recommendations. Place in service by a factory trained representative where required.

G. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material and type of construction desired. Manufacturer's products shown on the Drawings have been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of equipment are suitable for installation.

H. Model Numbers: Catalog numbers and model numbers indicated in the Drawings and Specifications are used as a guide in the selection of the equipment and are only listed for the Contractor’s convenience. The Contractor shall determine the actual model numbers for ordering equipment and materials in accordance with the written description of each item and with the intent of the Drawings and Specifications.

2.3 Requests for Substitution:

A. Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product or material specified. Other systems, products, equipment or materials may be accepted only if in the opinion of the Engineer, they are equivalent in quality and workmanship and will perform satisfactorily its intended purpose. The Engineer shall approve all such substitutions in materials or equipment in writing. This shall occur prior to bidding.

B. In making requests for substitutions, the Contractor shall list the particular system, product, equipment or material he wishes to substitute and at bid time the Contractor shall state the amount he will add or deduct from his base bid if the substitution is approved by the Engineer. If the Contractor allows no deduction or addition to the base bid for such substitution, it shall be so stated on the request.

C. Requests by Contractor for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.

1. Required product cannot be supplied in time for compliance with Contract time requirements.
2. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by Contractor.
3. Substantial cost advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation for redesign, investigation, evaluation and other necessary services and similar considerations.

D. All requests for substitution shall contain a "Comparison Schedule" and clearly and specifically indicate any and all differences or omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include but shall not be limited to data as follows for both the specified and substituted products:

1. Principle of operation.
2. Materials of construction or finishes.
3. Thickness of materials.
4. Weight of item.
5. Deleted features or items.
6. Added features or items.
7. Changes in other work caused by the substitution.
8. Performance and rating data.

If the approved substitution contains differences or omissions not specifically called to the attention of the Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products at the Contractor's expense.

2.4 Prior Approval: Prior Approval shall be required for any manufacturer other than those listed for all specified items in the Drawings and Specifications. Submit all requests for approval of the alternate manufacturer's products two weeks prior to bid opening. Approval will be in the form of an Addendum to the Specifications and Drawings. Clearly indicate all differences between the specified and proposed product following the guidelines for substitution herein. This requirement may be waived if, in the opinion of the Engineer, it is in the best interest of the Owner. Submittals received after the award of the bid for equipment that has not been Prior Approved is subject to immediate rejection. *Any Engineering time required due to equipment that has not been Prior Approved is subject to billing charged directly to the contractor at the Engineer's current billing rate.*

PART 3 - EXECUTION

3.1 Workmanship: All materials, fixtures, and equipment shall be installed and completed in a first-class workmanlike manner and in accordance with the best modern methods and practice. Any materials installed which do not present an orderly and reasonably neat and/or workmanlike appearance, or do not allow adequate space for maintenance, shall be removed and replaced when so directed by the Engineer.

3.2 Coordination

A. The Contractor shall be responsible for full coordination of the electrical systems with shop drawings of the building construction so the proper openings and sleeves or supports etc., are provided for conduit, devices, or other equipment passing through slabs or walls.

B. Any additional steel supports required for the installation of any electrical equipment, etc., shall provided by the Contractor.

C. It shall be the Contractor's responsibility to see that all equipment that may require maintenance and operation are made easily accessible, regardless of the diagrammatic location shown on the Drawings.

D. All connections to fixtures and equipment shown on the Drawings shall be considered diagrammatic unless otherwise indicated by a specific detail on the Drawings. The actual connections shall be made to fully suit the requirements of each case and adequately provide for servicing.

E. The Contractor shall protect equipment and fixtures at all times during storage and construction. He shall replace all equipment and fixtures, which are damaged as a result of inadequate protection. Any electrical equipment with electronic components shall be stored off-site in a climate controlled facility until the building conditions are suitable for installation. Any equipment damaged or compromised by unprotected climate control, in the opinion of the Engineer, shall be replaced at contractor's cost with factory new equipment.

F. Prior to starting and during progress of work, examine work and materials installed by others as they apply to work in this division. Report conditions, which will prevent satisfactory installation.

G. Start of work will be construed as acceptance of suitability of work of others.

H. The Contractor shall review all equipment being supplied by other divisions prior to ordering electrical equipment. Any conflicts between equipment being supplied and the electronic requirements on the drawings shall be corrected and incorporated into the electrical submittals prior to ordering equipment. Installation of the electrical system is the contractor's acceptance of equipment requirements. Any conflict with equipment's electrical requirements after electrical system has been installed shall be the responsibility of the contractor to make corrective action. Any corrective action shall be at the contractor's expense.

3.3 Utilities Coordination: The Contractor shall meet with respective personnel of the telephone, cable TV and electric utilities and review all details of the service and distribution. All details shown on contract documents shall be verified for adequacy and accuracy. The Contractor shall incorporate any required revisions without additional cost to the Owner.

3.4 Construction Electrical Utilities: Provide all temporary wiring for power and light required for construction purposes and remove such temporary wiring when use is no longer required. The contractor shall be responsible to provide all cabinets, meter enclosures and conduit required by the local utility for the permanent electrical service.

3.5 Interruption of Service: Before any equipment is shut down for disconnecting or tie-ins, arrangements shall be made with the Engineer and this work shall be done at the time best suited to the Owner. Outages must be scheduled through the Engineer. The Engineer shall review extent, length, and timing of outages. Services shall be restored the same day. Provide temporary power or other services as required during outages. All overtime or premium costs associated with this work shall be invoiced in the base bid.

3.6 Cutting and Patching: Contractor shall be responsible for cutting and patching of all holes, chases, sleeves, and other openings required for installation of equipment furnished and installed under these Specifications. Obtain permission from Engineer before cutting any structural items.

3.7 Equipment Setting: Bolt equipment directly to concrete pads or foundations, using hot-dipped galvanized anchor bolts, nuts and washers. Level equipment. All floor mounted equipment shall be provided with a housekeeping pad at least 4" in depth.

3.8 Painting: Touch-up factory finishes on equipment located inside and outside shall be done under Division 26. Obtain matched color coatings from the manufacturer and apply as directed by manufacturer. If corrosion is found during inspection on the surface of any equipment, clean,

prime, and paint, as required. If corrosion is found to be extensive by the Engineer, the equipment shall be removed and replaced with factory new at the expense of the contractor.

3.9 Clean-up: Thoroughly clean all exposed parts of apparatus and equipment of cement, plaster, and other materials and remove all oil and grease spots. Repaint or touch up as required to look like new. During progress of work, Contractor is to carefully clean and leave premises free from debris and in a safe condition.

3.10 Start-up and Operational Test: Start each item of equipment in strict accordance with the manufacturer's instructions; or where noted under equipment specification, a qualified representative of the manufacturer shall do start-up. Alignment, lubrication, safety, and operating control shall be included in start-up check.

3.11 Record Drawings:

A. During the progress of the work the Contractor shall record on their field set of Drawings the corrections, variations, and deviations for systems which are not installed exactly as shown on the Contract Drawings.

B. Upon completion of the work, record drawings shall be prepared as described in the General Conditions, Supplementary Conditions, and Division 1 Sections.

3.12 Certificate of Occupancy:

Following items are required for issue of Certificate of Occupancy. These shall be provided at or before of Substantial Completion Inspection:

A. Provide certification that asbestos containing products were not used in the project.

B. Fire Alarm Certification. In addition, the documentation shall contain witnessed accounts of the shut-down of electrical and mechanical equipment and the operation of fire doors as required by Code and the Construction Documents.

C. Provide certification that the Intercommunications System is fully operational (If applicable).

D. Provide certification that all emergency lights and exit signs are operational.

E. Provide certification that all selective protective devices have been set according to the coordination study/recommendations including all ground fault selections.

3.13 Acceptance

A. Request inspections as required under the Supplementary or General Conditions. Conceal no work until inspected.

B. Punch List: Submit written confirmation that all punch lists have been checked and the required work completed. The contractor at the Engineer's current billing rate shall pay for additional field time required by the Engineer to report or check on past punch list deficiencies.

C. Instructions: At completion of the work, provide a competent and experienced person who is thoroughly familiar with the project, for a period deemed necessary by the Owner to instruct permanent operating personnel in the operation of equipment and control systems.

D. Operation and Maintenance Manuals: Furnish four complete manuals bound in ring binders and organized by system or section. Manuals shall contain:

1. Detailed operating instructions and instructions for making minor adjustments.
2. Complete wiring and control diagrams.
3. Routine maintenance operations.
4. Manufacturer's catalog data, service instructions, and parts list for each piece of operating equipment.
5. Copies of approved submittals.
6. Copies of all manufacturers' warranties.
7. Copies of test reports and verification submittals.

E. Control Diagrams: Frame under glass and mount on equipment room wall. Include copy in O and M Manuals.

F. Test together and separately to determine that:

1. System is free from short circuits and other faults.
2. Motor starter overload devices are sized correctly.
3. Motors rotate correctly.
4. All equipment operates correctly and as specified.

G. Warranties: Submit copies of all manufacturers' warranties.

H. Record Drawings: Submit "Record Drawings".

I. Install engraved metal or plastic nameplates or tags on controls, panels, switches, starters, timers, and similar operable equipment, keyed by number to operating instructions. Dymo type labels are not acceptable.

J. Acceptance will be on the basis of tests and inspections of the work. A representative of the firm, which performed the testing, shall be in attendance to assist during inspection. Contractor shall furnish necessary electricians to operate system, make any necessary adjustments and assist with final inspection.

This is a sample cover sheet. Use one for each shop drawing.

PROJECT NAME
PROJECT NUMBER

SAMPLE

ARCHITECT/ENGINEER: Dell Consulting, LLC

CONTRACTOR: XYZ Construction

SUBCONTRACTOR: ABC Electrical Contractor

SUPPLIER: Jones Supply Co.

MANUFACTURER: Various

DATE: 2/12/07

Use whatever standard headings you want here

SECTION: 26 51 00 / Interior Lighting

1. Type A
2. Type B
3. Type C
4. Type D
5. Type E

List each item separately

Typical - list mfr name & model number

General Contractor's APPROVAL stamp must be on this sheet.

END OF SECTION

SECTION 260010 - CODES AND STANDARDS

PART 1 - GENERAL

1.1 All work under Division 26 shall be constructed in accordance with the codes and standards listed herein. The design has been based on the requirements of these codes and standards. While it is not the responsibility of the Contractor to verify that all work called for complies with these codes and standards, he shall be responsible for calling to the Engineer's attention any details on the Drawings and/or Specifications that are not in conformance with these or other codes and standards. Current issue of code applies unless specifically noted otherwise.

1.2 Comply with regulations and codes of suppliers of utilities.

1.3 Where no specific method or form of construction is called for in the Contract Documents, the Contractor shall comply with code requirements when carrying out such work.

1.4 Where code conflict exists, generally the most stringent requirement applies.

1.5 Codes or standards applying to a specific part of the work may be included in that section.

PART 2 - CODES AND STANDARDS

2.1 Codes:

A. Florida Building Code – Building – 2017

B. National Electric Code (NFPA-70) – 2014

C. National Fire Alarm Code (NFPA-72) – 2013

D. Uniform Fire Code (NFPA 1) – 2015 Florida Edition

E. National Electric Safety Code (NESC)

F. Life Safety Code (NFPA 101) – 2012 Florida Edition with 2014 Amendments.

2.2 Standards:

A. All electrical materials, installation and systems shall meet the requirements of the following standards, including the latest addenda and amendments:

1. American National Standard Institutes (ANSI)
2. Institute of Electrical and Electronics Engineers (IEEE).
3. National Electrical Manufacturer's Associations (NEMA).
4. National Fire Protection Association (NFPA).
5. Occupational Safety and Health Act (OSHA).
6. Underwriter's Laboratories, Inc. (UL).
7. TIA/EIA-568-A-5 Additional Transmission Performance Specifications for 4-Pair 100 Ohm Enhanced Category 5 Cabling
8. ANSI/TIA/EIA-568-B Commercial Building Telecommunications Cabling Standard
9. ANSI/EIA/TIA-569-A Commercial Building Standard for Telecommunications Pathways and Spaces
10. ANSI/EIA/TIA-606-A Administration Standard for the Telecommunications Infrastructure of Commercial Buildings – May, 2002
11. ANSI/J-STD-607 Commercial Building Grounding and Bonding Requirements for Telecommunications
12. BICSI - Telecommunications Distribution Methods Manual (TDMM) – 13th Edition
13. SCTE - Society of Cable Television Engineers

PART 3 - EXECUTION

3.1 Not used.

END OF SECTION

SECTION 260020 - WORK REQUIRED FOR EQUIPMENT FURNISHED BY OTHER DIVISIONS

PART 1 - GENERAL

1.1 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Division-26 Basic Electrical Materials and Methods Sections apply to work of this Section.

C. Review all project drawings to be aware of conditions affecting work herein.

PART 2 - PRODUCTS

2.1 Materials for this section are specified in the Section "Basic Materials and Methods."

PART 3 - EXECUTION

3.1 Make connections for the electrical power to equipment furnished and installed in other Divisions.

3.2 Provide raceway boxes, fittings, devices and conductors for the electrical power to equipment furnished and installed in the other Divisions.

3.3 Coordinate wiring and conduit requirements with equipment being furnished prior to rough-in.

3.4 Verify voltage, phase, and current requirements for all equipment being supplied by other divisions. Any modifications shall be incorporated into the electrical submittals with references to any modification and reason. The electrical system is designed around the specified equipment. Any change in the equipment shall be coordinated so that proper electrical protection is obtained. In addition, if the supplied equipment has higher minimum circuit ampacity that the equipment specified, the contractor shall call the modification to the Engineer’s attention and make necessary conduit, wire, circuit breaker and equipment changes to accommodate the higher ampacity requirements.

3.5 Any change from the specified equipment requirements shall be the responsibility of the contractor.

3.6 The electrical contractor shall meet with the Division 23 contractor and fully coordinate locations of mechanical equipment, duct work and piping to ensure that proper working

clearance as required in the NEC is obtained. Any conflict shall be reported to the Engineer in writing prior to the installation of any of the equipment. Refer to additional requirements for planning drawings.

3.7 Coordinate exact locations and electrical rough-in requirements with other Divisions prior to installation to ensure proper clearances and code requirements are met.

END OF SECTION

SECTION 260500 - ELECTRICAL RELATED WORK

PART 1 - GENERAL

1.1 All Division 1 Sections apply to all Division 26 Sections.

1.2 Coordinate for all cutting and patching. Contractor shall review all cutting and patching required prior to bidding and shall coordinate installation.

PART 2 - DIVISION 27 - TELECOMMUNICATIONS

2.1 See “Contractor Coordination and Responsibilities Note” on the Drawings.

END OF SECTION

SECTION 260512 - ALTERATIONS AND ADDITIONS TO EXISTING WORK

PART 1 - GENERAL

1.1 The provisions of this Section are in addition to the provisions of Division 1, Building Modifications.

1.2 Building will be occupied by owner during construction.

PART 2 - PERFORMANCE

2.1 General:

A. All necessary additions and alterations to existing work shall be included as required to provide and maintain a complete and proper electrical installation. As necessary, relocate existing electrical work so other trades can pursue their work and maintain building in service, when occupied.

B. The work shall include, but not be limited to, the following:

1. Relocation of fixtures, pull-boxes, electrical ducts, and other similar items, to permit the installation of new equipment.

2. Installation of new conduits, conductors, wiring, and wiring devices, in order to maintain temporary and permanent use of electrical facilities.
3. Disconnection and reconnection of circuits as required for continued operation of services.
4. Provision for the relocation of all mechanical work as required for proper installation of electrical work where not shown or specified in other sections or on other drawings.
5. Repair or replace, as required, any damage due to the installation of the new electrical system in existing areas.

C. Unused, existing, surface mounted work shall be removed and concealed. Outlets shall be blanked off.

D. Existing work to be maintained shall be reconnected and shall have all outlets, boxes and devices accessible after completion of work by other trades.

E. Within NEC limitations, existing conduits may be reused after cleaning.

F. All new work in existing areas shall be exposed on walls in unfinished areas and concealed in finishes in finished areas. Where cutting and patching are required, finishes shall match existing surface finishes. In existing finished areas, all work shall be concealed in new finishes.

G. Consolidate existing and new building ground systems.

H. In general, all new work is intended to be concealed in finishes to be added under this project.

2.2 Existing Building Power Outages:

A. All necessary power outages in existing and in renovated areas shall be at a time approved by Owner in writing and of shortest possible duration. Coordinate details with Engineer, who will assist in determining Owner's requirements, prior to work.

B. Where portions of buildings are altered, and remainder of building continues in operation, temporary wiring shall be provided to maintain all necessary building functions. Provide all equipment, material, labor for a continuous functional system.

2.3 Temporary Wiring for Remodeled Areas:

A. Progress of the work will require temporary wiring installations to utilize a portion of the remodeled area. Wiring may not be the final, permanent installation, and shall be included, as necessary to supply required electrical function.

2.4 Planning for Sequence of the Work:

A. Electrical feeders, branch wiring, signal wiring, and other similar work as shown and specified shall be scheduled to correspond with the sequence of work necessary to demolish, remove and construct new work.

B. Close coordination in scheduling is required between the Owner, Contractor, and other trades to assure a smooth work flow with minimum interference and interruption to building power and communication systems.

2.5 Openings in Existing Work:

A. Provide cutting and patching of existing work as required. Verify exact locations and materials before performing work. Cutting of structural members and bearing walls shall not be done without written approval of the Engineer. Provide access covers were required to meet code requirements.

2.6 Verification of Existing Work:

A. Where shown on the Drawings, work which is "existing" is assumed to be in place and suitable for the necessary alterations and additions required. Contractor shall carefully field check these items and include alterations as may be necessary for proper installation and guarantee.

2.7 Removal and Ownership of Existing Work:

A. Unless noted otherwise, existing electrical work shall be removed. Parts of existing electrical systems that are required to maintain service after the alteration shall remain in service. Unless

otherwise specified, all equipment and materials shall remain the property of the Owner except as that judged obsolete or unusable. The Engineer shall provide all final decisions about obsolete or unusable equipment.

B. Property of Owner shall be delivered to a location where directed by the Owner and all other items shall be promptly removed from the job site. The equipment shall be protected during demolition.

2.8 Cutting of Concrete Materials:

A. Holes for materials and supports shall be made with uniform speed rotation drilling equipment which does not provide effects associated with impact type equipment.

B. The use of impact drills, air drills, and the like is not acceptable for this project.

2.9 Maintenance of Existing Lighting Systems and Electric Outlets:

A. Where new lighting layouts are not shown on the Drawings, the existing lighting fixtures and wiring controls shall be reused. If necessary, these items shall be temporarily removed (as light fixtures), if necessary, and shall be reinstalled where removed. New wiring from existing sources shall be provided where remodeling operations require. These items are not shown on the Drawings and shall be site determined by the Contractor.

B. Where existing electrical outlets are located in areas of remodeling, these shall be maintained in service. This work is not shown on the Drawings and shall be site determined by the Contractor.

2.10 Concealed Work: Where required, provide accessed doors to make electrical devices accessible as required by the NEC. If impractical to install access doors, relocate existing electrical work so that access is not required. This shall include, but not limited to, adding additional conduit, pulling new wire, and adding junction boxes.

PART 3 - EXECUTION

3.1 Not used.

END OF SECTION

SECTION 260526 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 Summary

A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

1.3 Submittals

A. Product Data: For each type of product indicated.

B. Field Test Reports: Submit written test reports to include the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

C. Test Reports and Verification Submittals:

1. Provide ground system drawings per section 3 of this specification.
2. Perform the following field tests and inspections and prepare test reports.

    a. Ground Resistance Test: See Part 3 of this specification.

1.4 Quality Assurance

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1. Comply with UL 467.

B. Comply with NFPA 70; for overhead-line construction and medium-voltage underground construction, comply with IEEE C2.

C. Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system.

PART 2 - PRODUCTS

2.1 Manufacturers

A. Manufacturers: Subject to compliance with requirements.

2.2 Grounding Conductors

A. For insulated conductors, comply with Division 26 Section "Conductors and Cables."

B. Material: Copper.

C. Equipment Grounding Conductors: Insulated with green-colored insulation.

2.3 Connector Products

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.

B. Bolted Connectors: Copper or Bronze bolted-pressure-type connectors, or compression type. Do not use below grade.

PART 3 - EXECUTION

3.1 Application

A. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.

3.2 Equipment Grounding Conductors

A. Signal and Communication Systems: For telephone, alarm, voice and data, and other communication systems, provide No. 6AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.

1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4by-12-inch grounding bus.
2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

3.3 Installation

A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

3.4 Connections

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

C. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

D. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.

3.5 Field Quality Control

A. Testing: Perform the following field quality-control testing:

1. After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with requirements.

2. Ground Resistance Test

a. Test completed grounding system at each ground bar in each telecommunications room. Measure ground resistance not less than two full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests, by the fall-of-potential method according to IEEE 81.

b. Provide drawings locating each ground rod bar, identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

    1) Communications System: 5ohms.

c. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION

SECTION 260530 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. This Section is a Division-26 Basic Materials and Methods Section, and is part of each Division-26 Section making reference to or requiring products specified herein.

C. The requirements of these specifications also apply to Divisions 23, 27, and 28 unless clearly indicated within those Divisions.

1.2 Summary

A. This Section includes the following:

1. Raceways.
2. Building wire and connectors.
3. Supporting devices for electrical components.
4. Cutting and patching for electrical construction.
5. Touchup painting.

1.3 Definitions

A. EMT: Electrical metallic tubing.

B. FMC: Flexible metal conduit.

C. IMC: Intermediate metal conduit.

D. RGS: Rigid galvanized steel conduit.

E. LFMC: Liquidtight flexible metal conduit.

F. RNC: Rigid nonmetallic conduit.

1.4 Submittals

A. Product Data: Submit the producer's standard descriptive data sheets for each type of product being provided. Mark the data sheet for the product being provided with an identifying mark or arrow. The following shall be submitted:

1. All Conduit.
2. All conduit fittings.
3. Fire stopping compound (if required by project requirements).
4. Any other special items being supplied on the project.
5. Cable tray, fittings and shop drawings.

1.5 Quality Assurance

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

C. All materials and equipment specified herein shall be UL listed or approved according to the requirements of applicable NEC articles.

1.6 Coordination

A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.

1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.

B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.

C. Coordinate electrical service connections to components furnished by utility companies.

1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.

D. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces.

E. Coordinate equipment clearance and working space with other equipment, pipes, duct work and obstructions prior to rough in. If clearances are compromised during construction, the contractor shall be required to relocate/modify as required to meet clearance requirements.

1.7 Other Divisions

A. The requirements of these specifications also apply to Divisions 27 unless clearly indicated on the Drawings.

PART 2 - PRODUCTS

2.1 Manufacturers

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Allied Tube and Conduit;
2. Appleton Electric;
3. Belden Corporation;
4. W.H. Brady Co.;
5. Carlon;
6. Challenger,
7. Crouse-Hinds Co.;
8. ETP;
9. Elcen Metal Products Co.;
10. General Cable Co.;
11. General Electric Co.;
12. Hoffman Engineering Co.;
13. E-Box, Inc;
14. Harvey Hubbell, Inc.;
15. Midland-Ross Corporation;
16. Okonite Co.;
17. 0-Z/Gedney;
18. Raco, Inc.;
19. Republic Steel Corporation;
20. 3M; Southwire;
21. Seton Nameplate;
22. Square D Co.;
23. Thomas and Betts;
24. Triangle PWC, Inc.;
25. Walker Parkersburg Textron;
26. Wiremold Co.
27. Westinghouse.Engine Div.

2.2 Raceways

A. Electrical Metallic Tubing (EMT) Federal Specification WWC-563 and ANSI C80.3: ANSI C80.3, galvanized steel, protected inside and out. Maximum size of EMT shall be 4". Minimum size shall be 1/2" unless noted otherwise on the Drawings. EMT shall only be used with cables rated 600 volts or less and in indoor locations not subject to physical abuse.

B. Intermediate Metal Conduit (IMC) Federal Specification WWC-581: ANSI C80.6, galvanized steel, protected inside and out.

C. Rigid Galvanized Steel Conduit (RGS) NEC Article 346: galvanized steel, protected inside and out.

D. Raceway Fittings: Specifically designed for the raceway type with which used.

1. Electrical Metallic Tubing (EMT): Federal Specification W-F-408, except only material of steel is acceptable. Couplings and connectors shall be concrete and rain tight, with connectors having insulated throats. Use gland and ring compression type couplings and connectors for conduit sizes 2” (50mm) and smaller. Use set screw type couplings with four set screws each for conduit sizes over 2” (50mm). Use set screws of case-hardened steel with hex head and cup point to firmly seat in wall of conduit for positive grounding. Set screw fittings shall be provided with double set screws for each conduit termination (4 set screws total). Indent type connectors or couplings are prohibited. Die-cast or pressure-cast zinc-alloy fittings or fittings made of “pot metal” are prohibited.
2. Intermediate Metal Conduit shall have threaded galvanized steel fittings; threadless, compression, galvanized steel fittings or threadless, compression, cadmium plated malleable iron fittings. Fittings shall be rain tight/concrete tight.
3. Rigid Galvanized Steel Conduit shall have threaded fittings, galvanized steel or threadless compression galvanized steel or threadless compression cadmium plated malleable iron. Fittings shall be rain tight/concrete tight.
4. Wireway fittings shall be steel with rust resistant undercoat and finish coat to match the wireway. The fittings shall be so designed that the sections can be electrically and mechanically fitted together to form a complete system. Dead ends shall be closed.
5. Couplings and Unions shall be galvanized steel, tapered thread standard conduit couplings for intermediate metal conduit and rigid metal conduit. Split couplings shall be galvanized steel. Unions shall be ground joint type galvanized steel.
6. Conduit seals shall be galvanized steel, tapered threads for IMC and RMC with sealing compound and fiber.

E. Bushings: Shall be provided at the end of all conduits prior to pulling cables to protect the insulation of the conductor. Provide grounding bushings for metal raceways, boxes, and cabinets to insure that all metallic surfaces are effectively grounded. Metallic raceway may be bonded to cabinets, boxes and panelboards by double locknut and bushing to ensure the metallic parts are all effectively grounded. Bushings shall be one of the following types:

1. Zinc plated steel, threaded or threadless
2. Zinc plated steel of threaded or threadless, phenolic insulated with temperature rating of 150 degree C
3. Cadmium plated malleable iron, threaded or threadless

4. Cadmium plated malleable iron, threaded or threadless, phenolic insulated, with temperature rating of 150 degree C
5. Phenolic with temperature rating of 150 degree C
6. Zinc plated steel, or cadmium plated malleable iron; threaded or threadless; non-insulated or insulated with grounding connector or grounding lug.
7. Insulated bushings shall have phenolic insulation molded to the bushing (NEC Article 362).

2.3 Boxes, Enclosures, And Cabinets

A. Sheet Metal Outlet and Device Boxes: Galvanized, NEMA OS 1. Boxes shall be 4"x 4" x 1-1/2" deep or larger(4” x 4” x 2 1/8” deep or larger for telecommunications and CATV). Use only in flush interior applications or non-finished surface mounted interior applications.

B. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover. Use in exterior applications and interior finished surface mounted applications.

C. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.

1. Metal Enclosures: Galvanized steel, finished inside and out with manufacturer's standard enamel.

D. Fabricated Boxes shall be steel with inside and outside surfaces coated with corrosion-resistant paint or weather resistant coating. Covers shall be hinged or screwed with or without gaskets depending on location. All exterior boxes shall be rated NEMA 3R. Boxes shall be sized to meet the NEC Article 370-6 fill requirements.

2.4 Conductors

A. Conductors, No. 10 AWG and Smaller: 98% conductivity solid or stranded copper.

B. Conductors, No 8 AWG and Larger: 98% conductivity stranded copper.

C. Insulation: THW, THWN or XHHW unless noted otherwise on the Drawings.

D. Low Voltage Cables: Provide plenum rated where required.

E. Wire Connectors and Splices: Connectors for 600-volt conductors Size No. 18 to No. 6 AWG shall be pressure type, spring connectors. Use 600 volt splicer-reducer pressure connectors for copper conductors to 500 KCMIL. Use rectangular, solderless pressure connectors or split bolt-copper alloy connectors for copper conductors to 1000 KCMIL.

F. Wire Pulling Lubricant shall be a product produced specifically for wire pulling lubrication.

2.5 Supporting Devices

A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.

B. Slotted-steel channel supports for multiple conduit (trapeze) hangers: Not less than 1-1/2"x1-1/2" (38 mm x 38mm), 12 gage steel, cold formed, lipped channels; with not less than 3/8" (9 mm) diameter steel hanger rods.

1. Channel Thickness: Adjust to suit structural loading of conduit and cables.
2. Fittings and Accessories: Products of the same manufacturer as channel supports.

C. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.

D. Conduit Straps: All conduit shall be secured with two hole galvanized straps where the following conditions exist:

1. All exterior locations.
2. All interior locations other than mechanical and electrical rooms where the conduit is below 10'. Conduit concealed in wall finishes and ceilings may use single hole strap if allowed by NEC.
3. All other locations not listed above and approved by the NEC may use single hole galvanized straps.
4. Single hole or double hole straps may not be used on direct grade. All conduits on grade shall be mounted to galvanized strut and properly attached and anchored.

E. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.

F. Expansion Anchors: Carbon-steel wedge or sleeve type.

G. Toggle Bolts: All-steel springhead type.

2.6 Touchup Paint

A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.

B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

2.7 Sleeves: Sleeves shall be galvanized metal flanged type or schedule 40 galvanized steel pipe.

2.8 Concrete Inserts: Concrete inserts shall be galvanized steel, minimum 14 gauge cut to necessary length for the purpose. Use galvanized hardware.

2.9 Pull Wire and Pull Rope:

A. Pullwire shall be galvanized steel wire, No. 14 AWG minimum size.

B. Pullrope shall be ply cord with 2000 lbs. tensile strength, minimum.

PART 3 - EXECUTION

3.1 Raceway Application

A. Use the following raceways for indoor installations:

1. Exposed: IMC or RGS except EMT is acceptable in mechanical and electrical rooms above 6' AFF. Conduit may be exposed in equipment rooms, vertical chases, mechanical and electrical rooms, other similar spaces not normally habitable or exposed to public view, and where electrical drawings specifically note "exposed conduit."
2. Concealed: EMT.

3.2 Raceway And Cable Installation

A. Conceal raceways, unless otherwise indicated, within finished walls, ceilings, and floors.

B. Install raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.

C. Layout and install raceways with sufficient clearance to permit proper installation.

D. Install raceways straight and plumb. Squarely cut conduit and properly ream to remove all constriction and burrs before making up joints. Paint exposed threads to retard rusting. Bending of conduit with a pipe tee or vise is prohibited.

E. Conductors shall not be installed until conduit system is complete. Bending radius of insulated wire or cable shall not be less than the minimum recommended by wire or cable manufacturer. Maximum pulling tension of any wire or cable shall not exceed manufacturer's recommended values. Do not injure insulation while installing wire in conduits.

F. Use temporary raceway caps to prevent foreign matter from entering. During construction, after the building has been dried in and prior to any wire being pulled, all conduit shall be cleaned so that it is free of foreign material and water.

G. Make conduit bends and offsets so inside diameter is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.

H. Make bends in exposed parallel or banked runs from the same centerline.

I. Use raceway fittings compatible with raceways and suitable for use and location.

J. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.

K. Boxes: Attach boxes to concrete formwork, or to other surrounding building material. Provide additional junction and pull boxes where injury to insulation or deformation of wire would occur due to excessive pulling resistance. When several feeders pass through a common pull box, tag each feeder separately, indicating electrical characteristics and destination.

1. Boxes shall be accurately located.
2. Boxes for use with raceway systems shall be minimum 1 1/2 inches deep, except where shallower boxes required by structural conditions are approved. Boxes for other than lighting fixture outlets shall be minimum 4 inches square, except 4-by-2 inch boxes may be used where only one raceway enters outlet.
3. Pull boxes shall be at least the minimum size required by NFPA 70 and of code-gauge galvanized sheet steel, or compatible with nonmetallic raceway systems, except where cast-metal boxes are required in locations specified herein. Furnish boxes with screw-fastened covers. Where several feeders pass through a common pull box, tag feeders to indicate clearly electrical characteristics, circuit number, and panel designation.
4. Recessed Installation: Boxes and covers shall be installed so that the covers are flush with the finished surfaces. Boxes in masonry or tile construction shall have masonry boxes or boxes with square cut tile covers. Do not cut concrete block through its entirety in order to accommodate any type box. "Handy" boxes shall not be used.
5. Boxes in Partitions: Through type boxes are not permitted except where shown on electrical drawings. Recessed outlet boxes, cabinets, consoles, etc., when shown located back-to-back shall be provided with 1/2" fiberglass insulation between the boxes.
6. Verify box/enclosure placement in rated assemblies and comply with UL spacing/opening requirements. Fire stop as required.

L. Wet or Damp Locations:

1. Use rigid steel or IMC unless noted otherwise.
2. Provide sealing fittings, to prevent passage of water vapor, where conduits pass from warm to cold locations, i.e., (refrigerated spaces, constant temperature rooms, air conditioned spaces building exterior walls, roofs) or similar spaces.
3. Use rigid steel or IMC conduit within five feet of the exterior and below concrete building slabs in contact with soil, gravel, or vapor barriers. Cover conduit on the outside with factory coating of 20 mil bonded PVC or field coat with asphaltum before installation. After installation, completely coat damaged areas of coating.
4. Wireways and fittings shall be used for exposed work and when installed outdoors or in wet locations shall be approved weatherproof construction.

M. Bushings shall be provided at the end of all conduits to protect the insulation of the conductor. Provide grounding bushings for metal raceways, boxes, and cabinets to insure that all metallic surfaces are effectively grounded. Metallic raceway may be bonded to cabinets, boxes and panelboards by double locknut and bushing to ensure the metallic parts are all effectively grounded.

N. Install pull boxes in conduit at intervals of 100 feet or less. Request for each deviation or extension of interval shall be made and approval granted by the Engineer before proceeding with the installation. If any conduit run is found to be greater than 100 feet and the contractor has not secured prior approval from the engineer, a new raceway shall be installed to replace the deficient one at the contractor's expense.

3.3 Raceway Methods For Voice, Data And Catv

A. J-hook: A conduit shall be stubbed up above ceiling from each data outlet and each CATV outlet to an accessible ceiling space. Each conduit shall serve one CO outlet only. Conduit shall be 1" trade size for data outlets and 1" trade size for CATV outlets. Cables will then be J-hooked to serving telecommunications room.

B. Conduit bodies such as 'LB' fittings are not allowable.

C. Pull boxes for 1" data conduits conduits shall be 4" wide x 4" long x 2-1/8" deep NEMA 1 galvanized steel with screw cover. Where 1" data conduits are tightly racked with uniform spacing, wider pull boxes may be provided to serve multiple conduits. Terminate conduits at opposite ends of pullboxes. Do not terminate conduits at right angles to each other except as specifically indicated.

D. Provide pullboxes for each run of conduit at every 100 feet on center and at each end of conduit runs containing a total of two 90 deg bends or a combination of lesser bends totaling 180 deg (minimum requirements - provide whether specifically indicated or not). Conduit runs containing more than two 90 deg bend without a pullbox are not acceptable. Factory conduit elbows and all other bends shall have a minimum radius of six times the internal conduit diameter. Conduit offsets and pullboxes required to suit field conditions and to conform to these requirements shall be provided at no additional cost to the owner.

E. Conduits that extend outside the building shall be metallic, no exceptions.

3.4 Caulking And Seals:

A. Where conduits, wireways, and other electrical raceways pass through fire partitions, fire walls, smoke partitions, or floors, install a fire stop that provides an effective barrier against the spread of fire, smoke and gases. Fire stop shall be rock wool fiber, silicone foam sealant or approved equal. Completely fill and seal clearances between raceways and openings with the fire stop material. Adhere to manufacturer's installation instructions.

B. At floor, exterior wall, and roof conduit penetrations, completely seal clearances around the conduit and make watertight.

3.5 Electrical Supporting Device Application

A. Damp Locations and Outdoors: Hot-dip galvanized materials.

B. Dry Locations: Steel materials.

C. Selection of Supports: Comply with manufacturer's written instructions.

D. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb (90-kg) design load.

3.6 Support Installation

A. Install support devices to securely and permanently fasten and support electrical components.

B. Support no electrical work from piping, ductwork, etc. Where metal decking is used, provide supports independent of decking so that loads will not be transferred to decking. Drill through decking and secure supports to concrete slab.

C. Support conduit within one foot of changes of direction, and within one foot of each enclosure to which it is connected.

D. Electrical devices in lay-in and gypsum board ceilings: Coordinate location of electrical outlets with architectural features of the building and with the equipment of other trades. Boxes or devices mounted between bar joists or "T" bars shall be supported from two bars or joists. Devices and associated boxes shall not be supported by the lay-in tiles.

E. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

F. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

G. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

H. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

I. Install 1/4-inch- (6-mm-) diameter or larger threaded steel hanger rods, unless otherwise indicated.

J. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch (38-mm) and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

K. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals. Vertical conduit inside building shall be supported at each floor level and at 10'0" intervals. Simultaneously install vertical conductor supports with conductors.

L. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches (610 mm) from the box.

M. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.

N. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

O. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:

1. Wood: Fasten with wood screws or screw-type nails.
2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
3. New Concrete: Concrete inserts with machine screws and bolts.
4. Existing Concrete: Expansion bolts.
5. Steel: Welded threaded studs or spring-tension clamps on steel.
   a. Field Welding: Comply with AWS D1.1.
6. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
7. Light Steel: Sheet-metal screws.
8. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

P. Equipment Supports: Concrete bases and structural steel to support this Division's equipment and raceways, and not specifically shown on Structural or Architectural Drawings shall be furnished by Contractor whose equipment or raceways is to be supported. Provide a raised reinforced 4" concrete base for all floor supported equipment. Equipment installed outdoors on concrete slabs shall be provided with a 4" raised concrete base. If equipment is being installed on grade, concrete base shall be provided that will allow a minimum of 3” above finished grade and sod.

3.7 Firestopping

A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Comply with UL assembly rating requirements.

B. Space junction boxes, receptacles and panels installed in rated assemblies to comply with UL listings. Verify prior to installation.

C. Cracks, voids, or holes up to 4" diameter shall be filled with putty, caulking, or one-piece intumescent elastomer which is non-corrosive to metal, compatible with synthetic cable jackets, and capable of expanding 10 times when exposed to flame or heat.

D. For openings 4" or greater use a sealing system capable of passing 3-hour fire test in accordance with ASTM E-814. Sealing system shall consist of wall wrap or liner, partitions, and end caps capable of expanding when exposed to temperatures of 250 to 350°F.

3.8 Cutting And Patching

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

C. Sleeves Through Roof: Coordinate setting with Division 7. Contractor setting sleeves for his electrical conduit is responsible for filling sleeve pockets with roof bitumen and insuring there is no moisture leakage during roof guarantee period.

3.9 Field Quality Control

A. Inspect installed components for damage and faulty work, including the following:

1. Raceways.
2. Building wire and connectors.
3. Supporting devices for electrical components.
4. Electrical identification.
5. Cutting and patching for electrical construction.
6. Touchup painting.

3.10 Refinishing And Touchup Painting

A. Refinish and touch up paint.

1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.
5. Finishes in areas not listed or otherwise noted shall be black enamel.
6. Hangers, supports, structural steel and equipment that are not factory finished shall be prime coated and finished coated with color to match the area in which it will be located.
7. Electric cabinets, switchboards, panelboards and equipment that is factory finished and has damaged finish shall be touched up to match the factory finish.
8. All surfaces that are to be painted shall be free of rust, scale, oil and grease before prime coat is applied.
9. Paint all junction boxes and conduit as described herein.

3.11 Grounding

A. Ground and bond in accordance with NEC Article 250 and other applicable articles.

B. Provide an equipment grounding conductor which shall be separate from the electrical system neutral conductor. The equipment grounding conductor shall be colored green.

C. Bond bushings of the raceway system to ground lugs in boxes, cabinets, motors and equipment to assure electrical continuity of all metallic components of the electrical systems. Comply with the requirements of NEC Articles 250D, 250E, 250F, 250G, 250J and 250K. Where equipment is not provided with a grounding lug, provide ground lugs suitable for wire being installed.

3.12 Cleaning And Protection

A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.

B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 270000 - TELECOMMUNICATIONS GENERAL

PART 1 - GENERAL

1.1 The work covered by this division consists of providing all labor, equipment and materials and performing all operations necessary for the installation of the structured cabling system work as herein called for and shown on the Drawings.

1.2 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

B. This is a Basic Telecommunications Requirements Section. Provisions of this Section apply to work of all Division 27 Sections.

C. Comply with all requirements of Division 26 Sections, Basic Electrical Materials and Methods and Electrical Grounding.

D. Review all project Drawings to be aware of conditions affecting work herein.

1.3 Definitions

A. Provide: Furnish, install, and test, complete and ready for intended use.

B. Furnish: Supply and deliver to project site, ready for subsequent requirements.

C. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, test complete ready for intended use, and similar requirements.

D. Other definitions used throughout these Division 27 specifications:

1. BICSI: Building Industry Consulting Service International.
2. CO: Communications Outlet.
3. CP: Consolidation Point.
4. EMI: Electromagnetic Interference
5. FUT: Fiber under test.
6. LAN: Local area network.
7. MCE: Main Communications Equipment Room.
8. M/M: Multimode.
9. OFOI: Owner furnished, owner installed.
10. OFCI: Owner furnished, contractor installed.

11. RCDD: Registered Communications Distribution Designer.
12. SCSC: Structured Cabling System Contractor.
13. S/M: Single mode.
14. TR: Telecommunications Room
15. UTP: Unshielded twisted pair.
16. VOIP: Voice Over Internet Protocol
17. WAO: Work Area Outlet.
18. Horizontal Cabling: The portion of the communications cabling system that extends from the work area outlet (WAO) to the horizontal cross-connect in the TR.
19. Intrabuilding Backbone: The portion of the communications cabling system within a building that connects each TR to the MCE.
20. Interbuilding Backbone: The portion of the communications cabling system exterior to a building that connects one buildings MCE to anothers.
21. Active Equipment: The active data network and telephone system equipment will not be included as a part of this contract. The wiring infrastructure to support connectivity will be installed under this contract. The contractor shall assist providers of these systems to integrate and install as required to interface to the cabling systems installed under this contract.

1.4 Permits and Fees: Contractor shall obtain all necessary permits, meters, and inspections required for his work and pay all fees and charges incidental thereto.

1.5 Verification of Owner's Data: Prior to commencing work the Contractor shall satisfy himself as to the accuracy of all data indicated on the Drawings and/or provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the data, he shall immediately notify the Engineer. Commencement of work by the Contractor shall be held as an acceptance of the data by him after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said data.

1.6 Delivery and Storage of Materials: Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. All material shall be stored to provide protection from the weather and damage.

1.7 Extent of work is indicated in the Drawings, Schedules, and Specification. Singular references shall not be construed as requiring only one device if multiple devices are shown on the Drawings or are required for proper system operation.

1.8 Field Measurements And Coordination

A. The intent of the Drawings and Specifications is to obtain a complete and satisfactory installation. Separate divisional Drawings and Specifications shall not relieve the Contractor or Subcontractors from full compliance of work of his trade indicated on any of the Drawings or in any Section of the Specifications. Report conflicts prior to start of work.

B. Verify all field dimensions and locations of equipment to ensure close, neat fit with other trades' work. Make use of all Contract Documents and approved shop drawings to verify exact dimension and locations. Do not scale structured cabling system drawings; rely on dimensions shown on architectural or structural drawings.

C. Coordinate work in this Division with all other trades in proper sequence to insure that the total work is completed within Contract time schedule and with minimum cutting and patching.

D. Locate all equipment, materials, and apparatus symmetrical with architectural elements. Install to exact height and locations when shown on architectural drawings. When locations are shown only on structured cabling system drawings, be guided by architectural details and conditions existing at job and correlate this work with that of others.

E. Install work as required to fit structure, avoid obstructions, and retain clearance, headroom, openings and passageways. Cut no structural members without written approval from Engineer or Architect.

F. Carefully examine any existing conditions, piping, and premises. Compare Drawings with existing conditions. Report any observed discrepancies. Written instructions will be issued by the Engineer to resolve discrepancies.

G. Because of the small scale of the Drawings, it is not possible to indicate all offsets and fittings or to locate every accessory. Drawings are essentially diagrammatic. Study carefully the sizes and locations of structural members, wall and partition locations, trusses, and room dimensions and take actual measurements on the job. Locate material, equipment and accessories with sufficient space for installing and servicing. Contractor is responsible for accuracy of his measurements and shall not order materials or perform work without verification. No extra compensation will be allowed because field measurements vary from the dimensions on the Drawings. If field measurements show that equipment or material cannot be fitted, the Engineer shall be consulted. Remove and relocate, without additional compensation, any item that is installed and is later found to encroach on space assigned to another use.

1.9 Guarantee And Service:

A. Owner reserves the right to make emergency repairs as required to keep equipment in operation without voiding Contractor's Guarantee Bond nor relieving Contractor of his responsibilities during guarantee period.

B. The Contractor shall guarantee labor, materials and equipment for a period of one (1) year from Substantial Completion, or from Owner's occupancy, whichever is earlier. Contractor shall make good any defects and shall include all necessary adjustments to and replacement of defective items without expense to the Owner.

C. Special Structured Cabling System Warranty:

1. See sections 27 13 00 and 27 15 00 for special structured cabling system warranty.

1.10 Codes And Standards

A. All work done under this contract shall be performed in accordance with the most recent issue of the following codes, standards and guidelines. Where there is a perceived conflict between a standard or guideline and the contract documents, the Contractor shall perform the work as directed by the Engineer.

B. NFPA - National Fire Protection Association

C. NEC - 2005 Edition

D. SCTE - Society of Cable Television Engineers

E. TIA/EIA-568-A-5 Additional Transmission Performance Specifications for 4-Pair 100 Ohm Enhanced Category 5 Cabling

F. ANSI/TIA/EIA-568-B Commercial Building Telecommunications Cabling Standard

G. ANSI/EIA/TIA-569-A Commercial Building Standard for Telecommunications Pathways and Spaces

H. ANSI/EIA/TIA-606-A Administration Standard for the Telecommunications Infrastructure of Commercial Buildings - May, 2002

I. ANSI/J-STD-607 Commercial Building Grounding and Bonding Requirements for Telecommunications

J. BICSI - Telecommunications Distribution Methods Manual (TDMM) - 13th Edition

1.11 Approval Submittals

A. When approved, the submittal control log and submittals shall be an addition to the specifications herewith, and shall be of equal force in that no deviation will be permitted except with the approval of the Architect/Engineer.

B. Shop drawings, product literature, and other approval submittals will only be reviewed if they are submitted in full accordance with the General and Supplementary Conditions and Division 1 Specification sections and the following:

1. Submittals shall be properly organized in accordance with the approved submittal control log.

2. Submittals shall not include items from more than one specification section in the same submittal package unless approved in the submittal control log.

3. Submittals shall be properly identified by a cover sheet showing the project name, Architect and Engineer names, submittal control number, specification section, a list of

products or item names with model numbers in the order they appear in the package, and spaces for approval stamps. A sample cover sheet is included at the end of this section.

4. Submittals shall have been reviewed and approved by the General Contractor (or Prime Contractor). Evidence of this review and approval shall be an "Approved" stamp with a signature and date on the cover sheet.

5. Submittals that include a series of devices shall be organized by device and be marked accordingly.

C. If the shop drawings show variation from the requirements of contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in writing in his letter of transmittal and on the submittal cover sheet in order that, if acceptable, Contractor will not be relieved of the responsibility for executing the work in accordance with the contract.

D. Review of shop drawings, product literature, catalog data, or schedules shall not relieve the Contractor from responsibility for deviations from contract drawings or specifications, unless he has in writing called to the attention of the Architect/Engineer each such deviation in writing at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings, product literature, catalog data, or schedules. Any feature or function specified but not mentioned in the submittal shall be assumed to be included per the specification.

E. Submit shop drawings as called for in other sections after award of the contract and before any material is ordered or fabricated. Shop drawings shall consist of plans, sections, elevations and details to scale (not smaller than 3" per foot), with dimensions clearly showing the installation. Direct copies of small scale project drawings issued to the Contractor are not acceptable. Drawings shall take into account equipment furnished under other sections and shall show space allotted for it. Include construction details and materials.

1.12 Test Reports And Verification Submittals: Submit test reports, certifications and verification letters as called for in other sections. Contractor shall coordinate the required testing and documentation of system performance such that sufficient time exists to prepare the reports, submit the reports, review the reports and take corrective action within the scheduled contract time. Where testing by an independent testing agency is required or selected by the Contractor, the requirements below shall be met.

A. The testing firm shall be regularly engaged in the testing of structured cabling system equipment devices, installations, and systems.

B. The testing firm shall utilize technicians who are regularly employed by the firm for testing services.

1.13 O&M Data Submittals: Submit Operation and Maintenance data as called for in other sections. When a copy of approval submittals is included in the O&M Manual, only the final “Furnish as Submitted” or “Furnish as Corrected” copy shall be used. Contractor shall organize these data in the O&M Manuals tabbed by specification number. Prepare O&M Manuals as required by Division 1 and as described herein. Submit manuals at the Substantial Completion inspection.

PART 2 - PRODUCTS

2.1 All materials shall be new or Owner-supplied reused as shown on the drawings, the best of their respective kinds, suitable for the conditions and duties imposed on them at the building and shall be of reputable manufacturers. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following sections.

2.2 Equipment And Materials

A. Shall be new and the most suitable grade for the purpose intended. Equipment furnished under this division shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, Contractor shall furnish proof of installation of similar units or equipment.

B. Each item of equipment shall bear a name plate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated or painted.

C. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of such equipment and shall be a product of the manufacturer's latest design.

D. A service organization with personnel and spare parts shall be available within two hours for each type of equipment furnished.

E. Install in accordance with manufacturer's recommendations. Place in service by a factory trained representative where required.

F. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material and type of construction desired. Manufacturer's products shown on the Drawings have been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of equipment are suitable for installation.

G. Model Numbers: Catalog numbers and model numbers indicated in the Drawings and Specifications are used as a guide in the selection of the equipment and are only listed for the Contractor's convenience. The Contractor shall determine the actual model numbers for ordering equipment and materials in accordance with the written description of each item and with the intent of the Drawings and Specifications.

2.3 Requests For Substitution

A. Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product or material specified.

B. Requests by Contractor for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.

C. Required product cannot be supplied in time for compliance with Contract time requirements.

D. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by Contractor.

E. Substantial cost advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation for redesign, investigation, evaluation and other necessary services and similar considerations.

F. All requests for substitution shall contain a "Comparison Schedule" and clearly and specifically indicate any and all differences or omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include but shall not be limited to data as follows for both the specified and substituted products:

1. Principal of operation.
2. Materials of construction or finishes.
3. Thickness of gauge of materials.
4. Weight of item.
5. Deleted features or items.
6. Added features or items.
7. Changes in other work caused by the substitution.
8. Performance curves.

G. If the approved substitution contains differences or omissions not specifically called to the attention of the Architect/Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products (or to have the substituted products replaced) at the Contractor's expense.

PART 3 - EXECUTION

3.1 Workmanship: All materials and equipment shall be installed and completed in a first-class workmanlike manner and in accordance with the best modern methods and practice. Any materials installed which do not present an orderly and reasonably neat and/or workmanlike appearance, or do not allow adequate space for maintenance, shall be removed and replaced when so directed by the Architect/Engineer.

3.2 Coordination

A. The Contractor shall be responsible for full coordination of the structured cabling system with shop drawings of the building construction so the proper openings and sleeves or supports etc., are provided for conduit, devices, or other equipment passing through slabs or walls.

B. Any additional steel supports required for the installation of any structured cabling system equipment, devices or conduit shall be provided by the Contractor.

C. It shall be the Contractor's responsibility to see that all equipment that may require maintenance and operation are made easily accessible, regardless of the diagrammatic location shown on the Drawings.

D. All connections to devices and equipment shown on the Drawings shall be considered diagrammatic unless otherwise indicated by a specific detail on the Drawings. The actual connections shall be made to fully suit the requirements of each case and adequately provide for servicing.

E. The Contractor shall protect equipment and devices at all times during storage and construction. He shall replace all equipment and devices which are damaged as a result of inadequate protection.

F. Prior to starting and during progress of work, examine work and materials installed by others as they apply to work in this division. Report conditions which will prevent satisfactory installation.

G. Start of work will be construed as acceptance of suitability of work of others.

3.3 Interruption of Service: Before any equipment is shut down for disconnecting or tie-ins, arrangements shall be made with the Architect/Engineer and this work shall be done at the time best suited to the Owner. This will typically be on weekends and/or holidays and/or after normal working hours. Services shall be restored the same day unless prior arrangements are made. All overtime or premium costs associated with this work shall be included in the base bid.

3.4 Cutting and Patching: Notify General Contractor to do all cutting and patching of all holes, chases, sleeves, and other openings required for installation of equipment furnished and installed under this section. Utilize experienced trades for cutting and patching. Obtain permission from Architect/Engineer before cutting any structural items.

3.5 Equipment Setting: Bolt equipment directly to concrete pads or foundations, using hot-dipped galvanized anchor bolts, nuts and washers. Level equipment.

3.6 Painting: Touch-up factory finishes on equipment located inside and outside shall be done under Division 27. Obtain matched color coatings from the manufacturer and apply as directed by manufacturer. If corrosion is found during inspection on the surface of any equipment, clean, prime, and paint, as required.

3.7 Clean-Up: Thoroughly clean all exposed parts of apparatus and equipment of cement, plaster, and other materials and remove all oil and grease spots. Repaint or touch up as required to look like new. During progress of work, Contractor is to carefully clean and leave premises free from debris and in a safe condition.

3.8 Service Coordination: Prior to commencing any work , coordinate with utility/service provider to ensure proper services are available to project when needed.

3.9 All equipment which cannot be repaired on-site shall be transported at the contractor's expense.

3.10 Operation and Maintenance Manuals: Furnish four complete manuals bound in ring binders with Table of Contents, organized, and tabbed by specification section.

3.11 Start-Up and Operational Test: Start each item of equipment in strict accordance with the manufacturer's instructions; or where noted under equipment specification, start-up shall be done by a qualified representative of the manufacturer. Alignment, lubrication, safety, and operating control shall be included in start-up check.

3.12 Record Drawings

A. During the progress of the work the Contractor shall record on their field set of Drawings the corrections, variations, and deviations for systems which are not installed exactly as shown on the Contract Drawings.

B. Upon completion of the work, record drawings shall be prepared as described in the General Conditions, Supplementary Conditions, and Division 1 Sections.

3.13 Acceptance

A. Punch List: Submit written confirmation that all punch lists have been checked and the required work completed.

B. Instructions: At completion of the work, provide a competent and experienced person who is thoroughly familiar with the project, for a period deemed necessary by the Owner to instruct permanent operating personnel in the operation of equipment and control systems.

C. Operation and Maintenance Manuals: Furnish complete manuals bound in ring binders and organized by system or section.

D. Record Drawings: Submit "Record Drawings".

E. Acceptance will be on the basis of tests and inspections of the work. A representative of the firm which performed the testing shall be in attendance to assist during inspection. Contractor shall furnish necessary electricians to operate system, make any necessary adjustments and assist with final inspection.

END OF SECTION

SECTION 270010 - CODES AND STANDARDS

PART 1 - GENERAL

1.1 All work under Division 27 shall be constructed in accordance with the codes and standards listed herein. The design has been based on the requirements of these codes and standards. While it is not the responsibility of the Contractor to verify that all work called for complies with these codes and standards, he shall be responsible for calling to the Engineer's attention any details on the Drawings and/or Specifications that are not in conformance with these or other codes and standards. Current issue of code applies unless specifically noted otherwise.

1.2 Comply with regulations and codes of suppliers of utilities.

1.3 Where no specific method or form of construction is called for in the Contract Documents, the Contractor shall comply with code requirements when carrying out such work.

1.4 Where code conflict exists, generally the most stringent requirement applies.

1.5 Codes or standards applying to a specific part of the work may be included in that section.

PART 2 - CODES AND STANDARDS

2.1 Codes

A. Florida Building Code - Building - 2017

B. National Electrical Code (NFPA 70) - 2014

C. National Fire Alarm Code (NFPA 72) - 2013

D. Standard for Health Care Facilities (NFPA-99) – 2012 with 2014 Amendments

E. Life Safety Code (NFPA 101) – 2012 with 2014 Amendments

F. Florida Americans with Disabilities Accessibility Implementation Act (October 1, 1993) as described in Accessibility Requirements Manual, Department of Community Affairs (January 1, 1997).

G. Americans with Disabilities Act Accessibility Guidelines (ADAAG).

2.2 Standards

A. All electrical materials, installation and systems shall meet the requirements of the following standards, including the latest addenda and amendments:

1. American National Standard Institutes (ANSI)
2. Institute of Electrical and Electronics Engineers (IEEE).
3. National Electrical Manufacturer's Associations (NEMA).
4. National Fire Protection Association (NFPA).
5. Occupational Safety and Health Act (OSHA).
6. Underwriter's Laboratories, Inc. (UL).
7. TIA/EIA-568-A-5 Additional Transmission Performance Specifications for 4-Pair 100 Ohm Enhanced Category 5 Cabling
8. ANSI/TIA/EIA-568-B Commercial Building Telecommunications Cabling Standard
9. ANSI/EIA/TIA-569-A Commercial Building Standard for Telecommunications Pathways and Spaces
10. ANSI/EIA/TIA-606-A Administration Standard for the Telecommunications Infrastructure of Commercial Buildings – May, 2002
11. ANSI/J-STD-607 Commercial Building Grounding and Bonding Requirements for Telecommunications
12. BICSI - Telecommunications Distribution Methods Manual (TDMM) – 13th Edition
13. SCTE - Society of Cable Television Engineers

PART 3 - EXECUTION

3.1 Not Used

END OF SECTION

SECTION 270020 - CONTRACTOR QUALIFICATIONS

PART 1 - GENERAL

1.1 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 Summary

A. This Section includes:
   1. Structured Cabling System Contractor qualifications.

1.3 Quality Assurance

A. Structured Cabling System Contractor Installer Qualifications:

   1. The Structured Cabling System Contractor (SCSC) shall be regularly engaged in the layout and installation of structured cabling systems of similar size and complexity as required for this installation. The Structured Cabling System Contractor shall have successfully completed the layout, installation, testing and warranty of not less than five Structured Cabling Systems of the scope of the largest system on this project for a minimum period of three years prior to the bid date, and shall have been regularly engaged in the business of Structured Cabling Systems contracting continuously since. The Contractor shall have an existing permanent office located within 100 miles of the job site from which installation and warranty service operations will be performed.

   2. The SCSC shall present the name and certification number of a BICSI certified Registered Communications Distribution Designer (RCDD) who is a permanent employee of the Contractor. The Contractor shall maintain this RCDD, in his permanent employment throughout this project. The RCDD shall have overall responsibility for certifying that the installed structured cabling system conforms to these contract documents.

   3. The Structured Cabling System Subcontractor's present on site Project Manager, Fore Person, Lead Techs, and all Technicians shall be Factory Certified to install this building's Structured Cabling system. The Structured Cabling System Subcontractor shall provide copies of all on site personnel's Factory Certifications for the Structured Cabling System to installed in this building.

1.4 Proof Of Contractor Qualifications

A. The SCSC shall provide the following documentation, as evidence that the requirements for SCSC qualifications listed above are satisfied.

1. A list of not less than five (5) references for jobs of similar size and complexity including project name, location, contact person and phone number.
2. RCDD name, BICSI certification number, and qualifications.
3. Factory Certifications of all onsite personnel.
4. Location of permanent existing office from which installation and warranty work will be performed.

1.5 Approval Submittals

A. Qualification Data: For Installer.

PART 2 - PRODUCTS

A. NOT APPLICABLE

PART 3 - EXECUTION

A. NOT APPLICABLE

END OF SECTION

SECTION 270500 - COMMUNICATIONS RELATED WORK

PART 1 - DIVISION 1 - GENERAL REQUIREMENTS

1.1 All Division 1 Sections apply to all Division 27 Sections.

1.2 Coordinate for all cutting and patching. Contractor shall review all cutting and patching required prior to bidding and shall coordinate installation.

PART 2 - DIVISION 26 – ELECTRICAL

2.1 All cabling and raceways for communications as indicated on the communications drawings shall be furnished and installed by the communications contractor, complying with the requirements of Division 27 specifications.

2.2 See “Contractor Coordination and Responsibilities Note” on the Drawings.

END OF SECTION

SECTION 271300 - BACKBONE CABLING SYSTEM

PART 1 - GENERAL

1.1 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 Summary:

A. This Section includes:

1. Pathways.
2. UTP cable.
3. Optical fiber cabling.
4. Cable connecting hardware, patch panels, and cross-connects.
5. Grounding products.
6. Fire-stopping products.
7. Racks and cable management.
8. Identification products.
9. Cable testing.

1.3 System Description:

A. The work consists of all labor, materials, equipment and services necessary to provide, install, test and certify a new backbone cabling system as described in the contract documents.

B. The installation shall include all accessories and appurtenances required to provide a complete and operational system. Any materials not specifically mentioned in these specifications or not shown on the drawings, but required for a complete and finished installation shall be furnished and installed at no additional cost to the Owner.

C. Backbone cabling system shall provide interconnections between communications equipment rooms, main terminal space, and entrance facilities in the telecommunications cabling system structure. Cabling system consists of backbone cables, intermediate and main cross-connects, mechanical terminations, and patch cords or jumpers used for backbone-to-backbone cross-connection.

D. Backbone cabling cross-connects may be located in communications equipment rooms or at entrance facilities. Bridged taps and splitters shall not be used as part of backbone cabling except as specifically noted in coaxial video systems.

1.4 Performance Requirements:

A. The installation shall be in compliance with the requirements of the National Electrical Code, Florida Building Code and OSHA recommendations, and the rules, regulations and requirements of Federal Communications Commission.

B. The installation shall comply fully with all county, city, and state laws and ordinances, regulations and codes applicable to the installation.

C. Local electrical and building codes may differ with national codes. Follow the most stringent code or recommendations. Where there are instances of ambiguity, refer to the Owner/Engineer for interpretation.

D. All equipment shall be equal to or exceed the minimum requirements of NEMA, IEEE, ASME, ANSI, TIA/EIA and Underwriters Laboratories.

E. General Performance: Backbone cabling system shall comply with transmission standards in TIA/EIA-568-B.1, when tested according to test procedures of this standard.

F. Should any change in plans or specifications be required to comply with governmental regulations, the Contractor shall notify the Owner at the time of submitting the construction schedule.

G. All work done under this contract shall be performed in accordance with the most recent issue of the codes, standards and guidelines stated in section 27 00 00. Where there is a perceived conflict between a standard or guideline and the Contract Documents, the Contractor shall perform the work as directed by the Engineer.

1.5 Special Backbone Cabling System Warranty:

A. The Contractor shall warrant the entire backbone cabling system (End-to-End Certification) under the manufacturers systems warranty for a minimum period of 15 years. The warranty will begin on the first day after final acceptance. The warranty shall include cable and connectivity components and have one point of contact for all cabling system issues. The warranty shall include materials, parts and labor. If any failure or defect occurs within the warranty period, the contractor and/or manufacturers shall remedy it within 48 hours at no cost to the owner, or any owner representative or consultant. Structured cabling systems warranty shall cover cable, connecting hardware and the labor cost for the repair or replacement.

1.6 Approval Submittals:

A. Product Data: Submit manufacturer's technical product data, specifications and installation instructions for each type of product indicated.

B. Shop Drawings:

1. System Labeling Schedules: Electronic copy of labeling schedules, in software and format selected by Owner.

C. Qualification Data: For Installer, qualified layout technician, installation supervisor, and testing supervisor.

D. Test Reports and Verification Submittals:

1. Pre-installation Testing: Test cables upon receipt at Project site.

a. Test optical fiber cable while on reels. Use an optical time domain reflectometer to verify the cable length and locate cable defects, splices, and connector, including the loss value of each. Retain test data and include the record in maintenance data.

2. Cable Field Testing: Submit as described in these specifications.
3. Training: Submit letter verifying that Owner training has been received as described in these specifications.

E. O&M Data Submittals:

1. Submit as described in these specifications.

1.7 Quality Assurance:

A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.

1. Layout Responsibility: Preparation of Shop Drawings by an RCDD.
2. Installation Supervision: Installation shall be under the direct supervision of a Level 2 Installer who shall be present at all times when Work of this Section is performed at Project site.
3. Testing Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Telecommunications Pathways and Spaces: Comply with TIA/EIA-569-A.

D. Grounding: Comply with ANSI-J-STD-607-A.

1.8 Project Conditions:

A. Environmental Limitations: Do not deliver or install cables and connecting materials until wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining

ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1.9 Coordination:

A. Coordinate layout and installation of telecommunications pathways and cabling with Owner's telecommunications and LAN equipment and service suppliers.

PART 2 - PRODUCTS

2.1 Pathways:

A. General Requirements: Comply with TIA/EIA-569-A.

B. Cable Support: NRTL labeled for support of Category 6A cabling, designed to prevent degradation of cable performance and pinch points that could damage cable.

C. Inside TRs:

1. Support brackets with cable tie slots for fastening cable ties to brackets.
2. Lacing bars, spools and D-rings.
3. Velcro straps and other devices.
4. Cable trays: Existing
5. Ladder trays: Existing

D. Outside TRs:

1. Backbone cabling shall be routed in new and existing conduit. Conduit materials shall be as specified in section 26 05 30.

2.2 Optical Fiber Cable:

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. General.
2. Siecore.
3. Comm Scope.

B. 50/125um Laser Optimized OM3 Multimode Optical Fiber Cable:

1. Multimode, 50/125-micrometer, multi-fiber, nonconductive, optical fiber cable.
2. Provide tight buffered for interior cables and loose-buffered for exterior cables.
3. Gel filled cable shall be used for all underground cabling requirements between buildings.

4. Comply with ICEA S-83-596 (ICEA S-87-640 for outside plant) for mechanical properties.
5. Comply with TIA/EIA-568-B.3 for performance specifications.
6. Comply with TIA/EIA-492AAAA-A for detailed specifications.
7. All cables routed only in riser rated AND in conduit areas may be riser (OFNR) rated. Any cables routed in plenum spaces shall be plenum rated (OFNP). All fiber optic cables not installed in conduit must be plenum rated.
8. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444, UL 1651, and NFPA 70 for the following types:

    a. Plenum Rated, Nonconductive: Type OFNP, complying with NFPA 262.
    b. Riser Rated, Nonconductive: Type OFNR, complying with UL 1666.

9. Maximum Attenuation: 3.5 dB/km at 850 nm; 1.25 dB/km at 1300 nm.
10. Minimum Modal Bandwidth: >= 200 MHz-km at 850 nm; >= 500 MHz-km at 1300 nm.
11. Jacket Color: Orange for interior, Black for exterior cables.
12. Cable cordage jacket, fiber, unit, and group color shall be according to TIA/EIA-598-B.
13. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches.
14. Gigabit Ethernet: 1,000 meters at 850 nm; 550 meters at 1,300 nm.
15. 10 Gigabit Ethernet: 300 meters at both 850 nm and 1,300 nm.

2.3 Optical Fiber Cable Hardware:

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ortronics, Inc., or Ortronics approved system partner.
2. Panduit Corp., or Panduit approved system partner.
3. Comm Scope, or Comm Scope approved system partner.

B. Cable Connecting Hardware:

1. Comply with Optical Fiber Connector Intermateability Standards (FOCIS) specifications of TIA/EIA-604-2, TIA/EIA-604-3-A, and TIA/EIA-604-12. Comply with TIA/EIA-568-B.3.

2. Duplex LC connectors with zirconia ceramic alignment sleeves.
3. Insertion loss: < 0.5dB per pair.
4. Provide dust cover for unused adapters.

C. Fiber Patch Panels:

1. Basis of design is Panduit HD Flex series fiber optic enclosures.

2. High-density fiber enclosure shall be designed to manage and organize fiber optic cable to and from equipment or cross-connects that support data, voice video and audio. Enclosure shall accommodate up to 144 fibers per rack space. Enclosures shall have bend radius control for transition to front vertical cabling. Fiber optic enclosures shall be constructed of steel material. Molded ABS front and back covers shall be removable for wiring installation. Enclosures shall have pass-through holes in the top and bottom for use with splice enclosures.
3. Includes fiber optic cable routing kits (grommets, cable ties, saddle clips, spools, strain relief and ID/caution labels) for various cable management solutions.
4. Multiple cable entry locations provided in rear of enclosure on top, bottom, and side.
5. Durable molded hinged front and rear lockable doors.
6. Slide-out, tilt-down drawer for access to cables.
7. Provide in all fiber optic patch panels yellow colored caps over unused S/M ports, red colored caps over unused M/M ports and black colored caps over unterminated ports.

2.4 Patch Cords:

A. M/M Duplex Fiber Optic Patch Cable:

1. Duplex, two strand, 50/125 micron, FDDI rated, with heavy duty outer PVC jacket (orange).
2. Assembly shall meet TIA/EIA-568-B.3 performance requirements, factory assembled and tested.
3. End connectors shall be duplex LC.
4. Unit shall be factory assembled and tested.
5. Unit shall be marked with overall loss value and coded for test result comparisons.
6. Test results from manufacturer shall be shipped with assembly.
7. End connector to be color coded with white and red boots.

2.5 Other Equipment:

A. Equipment shall be of the same manufacturer, unless noted otherwise on drawings.

B. Rack Mounted Horizontal Cable Managers:

1. 19" wide 2 RU.
2. Duct on front and rear.
3. Hinged covers on front and rear.

C. Manufacturers

1. Panduit Corporation
2. Siemon Network Cabling
3. Chatsworth.

D. Innerduct:

1. 3”, 3-cell fiber mesh innerduct with integral pull wire per cell.

2.6 Grounding:

A. Comply with ANSI-J-STD-607-A.

1. Cables shall be insulated (green) with stranded copper conductors.

2.7 Fire-stopping Products:

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. S.T.I.
2. 3M.
3. Wiremold.

2.8 Cable Ties:

A. Provide hook and loop cable ties. Provide plenum rated where required.

2.9 Identification Products:

A. Comply with TIA/EIA-606-A and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

PART 3 - EXECUTION

3.1 Wiring Methods:

A. Wiring Method: Install cables in raceways except within TRs. Conceal raceway and cables except in unfinished spaces.

B. Wiring within Enclosures: Bundle, lace, and train cables within enclosures. Connect to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

3.2 Installation of Pathways:

A. Cable Trays: Comply with NEMA VE 2 and TIA/EIA-569-A.

B. Comply with TIA/EIA-569-A for pull-box sizing and length of conduit and number of bends between pull points.

C. Install manufactured conduit sweeps and long-radius elbows whenever possible.

D. Pathway Installation in TRs:

1. Position conduit ends adjacent to a corner on backboard where a single piece of plywood is installed, or in the corner of room where multiple sheets of plywood are installed around perimeter walls of room.
2. Secure conduits to backboard when entering room from overhead.
3. Extend conduits above finished floor.
4. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.

E. Innerduct: Provide a minimum of one set of innerducts in each of the backbone conduits containing backbone cables in all backbone conduit runs.

3.3 Installation of Cables:

A. Comply with NECA 1.

B. General Requirements for Cabling:

1. Comply with TIA/EIA-568-B.1.
2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
3. Install 110-style IDC termination hardware unless otherwise indicated.
4. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.
5. Cables may not be spliced. Secure and support cables at intervals not exceeding 12 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
6. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.
7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Use lacing bars and distribution spools.
8. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
9. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
10. In TRs, install a 10 foot long service loop on each end of cable.
11. Support all cable not installed in conduit or cable tray using cable support brackets and D-rings installed on 12” centers minimum.

12. All cables shall be bundled and cable tie wrapped together. Cables shall be separately bundled with like cables (e.g., multimode fiber, single mode fiber, voice backbone, horizontal cables). Velcro tie wrapping shall occur on 12 inch (6 inch for vertical cable runs) intervals throughout the TRs unless noted otherwise. Tie wraps should not bite into the cable insulation, but should form securely around the cables so as not to depress the cable.
13. All cables shall be neatly bundled and cable tie wrapped down to the racks and patch panels. Group horizontal cables with not more than 24 cables per bundle.
14. Route cables along cable rack trays in a neat and straight order in 24 cable bundles. Use drop out shields to protect cables as they drop out of cable trays or cable rack trays. Use rear of vertical cable management rails at racks to support and manage cables terminated to rear of patch panels. Maintain a neat and straight order of the cables inside the cable management rails. Adjust length of cables terminating on the rear of patch panels so that cables exit out of vertical cable management rail, fan into the proper port and are punched down in the proper order.
15. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.

C. Optical Fiber Cable Installation:

1. Comply with TIA/EIA-568-C.3.
2. Cable may be terminated on connecting hardware that is rack or cabinet mounted.

D. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.

E. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA/EIA-569-A recommendations for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:

    a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches.
    b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
    c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.

3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:

    a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
    b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
    c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.

4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:

    a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
    b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches.
    c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches.

5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches.
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.4 Firestopping:

A. Comply with TIA/EIA-569-A, Annex A, "Firestopping."

B. Comply with BICSI TDMM, "Firestopping Systems" Article.

3.5 Grounding:

A. Install grounding according to BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.

B. Comply with ANSI-J-STD-607-A.

C. Bond metallic equipment to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor. Do not loop grounds. Ground all racks, punchdown block towers, etc individually from busbar. Route along rack rear across runway and to busbar.

3.6 Identification:

A. Identify system components, wiring, and cabling complying with TIA/EIA-606-A.

1. Administration Class: 3.
2. Color-code cross-connect fields and apply colors to voice and data service backboards, connections, covers, and labels.

B. See Division 27 Section Horizontal Cabling System for additional identification requirements. See Evaluations for discussion about TIA/EIA standard as it applies to this Section. Paint and label colors for equipment identification shall comply with TIA/EIA-606-A for Class 3 level of administration including optional identification requirements of this standard.

C. Comply with requirements in Division 27 Section Horizontal Cabling System.

D. Cable Schedule: Install in a prominent location in each equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect with

rigid frame and clear plastic cover. Furnish an electronic copy of final comprehensive schedules for Project.

E. Cabling Administration Drawings: Show building floor plans with cabling administration-point labeling. Identify labeling convention and show labels for telecommunications closets, backbone pathways and cables, entrance pathways and cables, terminal hardware and positions, horizontal cables, work areas and workstation terminal positions, grounding buses and pathways, and equipment grounding conductors.

F. Labels shall have an adhesive backing for permanent attachment where required.

G. All labels shall be of sufficient size. All labels shall be easily readable from floor level when viewing a backboard, panel, or communications outlet from the front.

H. Labels attached to riser cable bundles shall be installed on a label holder of sufficient size. Label holder to be plastic and have tie wrapping provisions.

I. All labels shall be installed straight.

J. Text shall be as large and as bold as possible.

K. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA/EIA 606-A, for the following:

1. Cables use flexible vinyl or polyester that flexes as cables are bent.

L. The following items shall receive labeling:

1. Raceways (both ends).
2. Backbone cables.
3. Fiber strands.
4. Patch panels.
5. Patch panel ports.
6. Firestop locations

M. Cable and Wire Identification:

1. Label each cable within 4 inches of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.
2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.
3. Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet.
4. Label each terminal strip and screw terminal in each cabinet, rack, or panel.

5. Individually number wiring conductors connected to terminal strips and identify each cable or wiring group being extended from a panel or cabinet to a building-mounted device with name and number of particular device as shown.
6. Label each unit and field within distribution racks and frames.
7. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.

3.7 Constructing Names:

A. Example name for backbone cables and pathways (label both ends within 12" of termination):

1. 0053-1A/0053-3B,FSM1
2. This element starts in building 0053 TR1A and ends in building 0053 TR3B. This element is a fiber optic cable singlemode and is index 1.

B. The following is a list of backbone cable and pathway elements:

1. FMM = fiber multimode.
2. FSM = fiber singlemode.
3. FCM = fiber composite.
4. CUT = copper unshielded twisted pair.
5. CVI = copper voice panel interconnect cable.
6. PCO = pathway conduit.
7. TBB = telecommunications bonding backbone.

C. Example name for equipment:

1. 0053-2C-PRK1
2. This element starts in building 0053 TR2C and is a pathway rack and is index 1.

D. The following is a list of equipment elements:

1. PRK = pathway rack.
2. TGB = telecommunications grounding busbar.
3. TMGB = telecommunications main grounding busbar.
4. FPL = fiber panel.
5. CPL = copper twisted pair panel.
6. WCPL = wall-mounted copper twisted pair panel.

3.8 Field Quality Control:

A. Data for each measurement shall be documented. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.

B. Remove and replace cabling where test results indicate that they do not comply with specified requirements.

C. End-to-end cabling will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Optical Fiber Cable Field Testing:

1. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-C.1. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
2. Link End-to-End Attenuation Tests:

a. Horizontal and multimode backbone link measurements: Test at 850 or 1300 nm in 1 direction according to TIA/EIA-526-14-A, Method B, One Reference Jumper.

b. Attenuation test results for backbone links shall be less than 1.0 dB. Attenuation test results shall be less than that calculated according to equation in TIA/EIA-568-C.1.

3.9 Patch Cord Delivery:

A. Deliver all patch cords to the Owner along with a typed inventory of the patch cords broken down by type and length as scheduled on the drawings. The Contractor shall provide a copy of the inventory, signed by the Owner, in the O&M Manuals.

3.10 Owner Personnel Training:

A. After Substantial Completion but before Final Completion, provide on-site training to Owner personnel on the operation and use of the system. Provide one copy of the training material.

B. The Engineer shall be notified prior to training and may participate in training at their discretion.

C. The instruction shall be presented in an organized and professional manner by personnel who are thoroughly familiar with the structured cabling system installation and who have demonstrated knowledge in the data equipment specified for installation under the project.

D. Training shall include a "walk-through" of the systems to identify and locate closets, panels, and important system components, a discussion of overall system concepts and configuration, specific instruction in labeling, a review of the as-built drawings, a review of the system verification and acceptance documentation, and guidelines for basic trouble-shooting and operation of the structured cabling system.

E. The Contractor shall provide documentation of training (including names of personnel present at each training session) to the Engineer at the Final Completion Inspection. The documentation shall be signed-off by the Owner. The documentation shall be three-hole punched and ready for insertion in the O&M manuals.

END OF SECTION

SECTION 271500 - HORIZONTAL CABLING SYSTEM

PART 1 - GENERAL

1.1 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 Summary:

A. This Section includes:

1. Pathways.
2. UTP cabling.
3. Coaxial cable
4. Cable connecting hardware, patch panels, and cross-connects.
5. Telecommunications outlet/connectors.
6. Fire-stopping products.
7. Identification products.
8. Cable management system.
9. Cable testing.

1.3 System Description:

A. The work consists of all labor, materials, equipment and services necessary to provide, install, test and certify a new horizontal cabling system as described in the contract documents.

B. The installation shall include all accessories and appurtenances required to provide a complete and operational system. Any materials not specifically mentioned in these specifications or not shown on the drawings, but required for a complete and finished installation shall be furnished and installed at no additional cost to the Owner.

C. The installed system shall be a complete and warranted Category 6A horizontal cabling system solution with all outlet and termination hardware and cable assemblies provided by one single manufacturer. Cabling shall be by the same manufacturer or by a cable manufacturer approved by the connectivity manufacturer for that particular system solution.

D. Horizontal cable and its connecting hardware provide the means of transporting signals between the telecommunications outlet/connector and the horizontal cross-connect located in the TR. This cabling and its connecting hardware are called "permanent link," a term that is used in the testing protocols.

1. TIA/EIA-568-B.1 requires that a minimum of two telecommunications outlet/connectors be installed for each work area.
2. Horizontal cabling shall contain no more that one transition point or consolidation point between the horizontal cross-connect and the telecommunications outlet/connector.
3. Bridged taps and splices shall not be installed in the horizontal cabling.

E. A work area is approximately 100 sq. ft., and includes the components that extend from the telecommunications outlet/connectors to the station equipment.

F. The maximum allowable horizontal cable length is 295 feet. This maximum allowable length does not include an allowance for the length of 16 feet to the workstation equipment. The maximum allowable length does not include an allowance for the length of 16 feet in the horizontal cross-connect.

1.4 System Solution:

A. Provide one of the following solutions:

1. Panduit, TX 6000.
2. General Cable Genspeed 6000 Enhanced.
3. Or by connective device approved cabling.
4. Berk-tek / Ortronics, Netclear GT2
5. Comm Scope, Uniprise.

1.5 Performance Requirements:

A. The installation shall be in compliance with the requirements of the National Electrical Code, Standard Building Code and OSHA recommendations, and the rules, regulations and requirements of Federal Communications Commission.

B. The installation shall comply fully with all county, city, and state laws and ordinances, regulations and codes applicable to the installation.

C. Local electrical and building codes may differ with national codes. Follow the most stringent code or recommendations. Where there are instances of ambiguity, refer to the Owner/Engineer for interpretation.

D. All equipment shall be equal to or exceed the minimum requirements of NEMA, IEEE, ASME, ANSI, TIA/EIA and Underwriters' Laboratories.

E. Should any change in plans or specifications be required to comply with governmental regulations, the Contractor shall notify the Owner at the time of submitting the construction schedule.

F. All work done under this contract shall be performed in accordance with the most recent issue of the codes, standards and guidelines stated in section 270000. Where there is a perceived conflict between a standard or guideline and the contract documents, the Contractor shall perform the work as directed by the Engineer.

G. General Performance: Horizontal cabling system shall comply with transmission standards in TIA/EIA-568-C.1, when tested according to test procedures of this standard.

1.6 Special Structured Cabling System Warranty

A. The Contractor shall warrant the entire structured cabling system (End-to-End Certification) under the manufacturer's systems warranty for a minimum period of 15 years. The warranty will begin on the first day after final acceptance. The warranty shall include cable and connectivity components and have one point of contact for all cabling system issues. The warranty shall include materials, parts and labor. If any failure or defect occurs within the warranty period, the contractor and/or manufacturers shall remedy it within 48 hours at no cost to the owner, or any owner representative or consultant. Structured cabling systems warranty shall cover cable, connecting hardware and the labor cost for the repair or replacement.

1.7 Approval Submittals:

A. Product Data: Submit manufacturer's technical product data, specifications and installation instructions for each type of product indicated.

B. Shop Drawings:

1. System Labeling Schedules: Electronic copy of labeling schedules, in software and format selected by Owner.

C. Qualification Data: For Installer, qualified layout technician, installation supervisor, and testing supervisor.

D. Samples: For workstation outlets, jacks, jack assemblies, in specified finish, one for each size and outlet configuration and faceplates for color selection and evaluation of technical features.

E. Test Reports and Verification Submittals:

1. Cable Field Testing: Submit as described in these specifications.
2. Training: Submit letter verifying that Owner training has been received as described in these specifications.

F. O&M Data Submittals:

1. Submit as described in these specifications.

1.8 Quality Assurance:

A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.

1. Layout Responsibility: Preparation of Shop Drawings by an RCDD.

2. Installation Supervision: Installation shall be under the direct supervision of a Level 2 Installer who shall be present at all times when Work of this Section is performed at Project site.

3. Testing Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Telecommunications Pathways and Spaces: Comply with TIA/EIA-569-A.

D. Grounding: Comply with ANSI-J-STD-607-A.

1.9 Project Conditions:

A. Environmental Limitations: Do not deliver or install cables and connecting materials until wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1.10 Coordination:

A. Coordinate layout and installation of telecommunications pathways and cabling with Owner's telecommunications and LAN equipment and service suppliers.

PART 2 - PRODUCTS

2.1 Pathways:

A. General Requirements: Comply with TIA/EIA-569-A.

B. Cable Support: NRTL labeled for support of Category 6A cabling, designed to prevent degradation of cable performance and pinch points that could damage cable.

C. Inside TRs:

1. Support brackets with cable tie slots for fastening cable ties to brackets.
2. Lacing bars, spools and D-rings.
3. Straps and other devices.
4. Cable trays.
5. Ladder trays.

D. Outside TRs:

1. Horizontal cabling shall be routed in 1 inch or larger EMT conduit from outlet boxes to jhooks, then in cable trays to the serving TR. Outlet boxes shall be a minimum of 4 inches by 4 inches by 2 1/8 inches. Conduit materials shall be as specified in section 26 05 30.

2.2 UTP Cable:

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ortronics, Inc., or Ortronics approved system partner.
2. General Cable Corporation or approved system partner.
3. PAN-NET Panduit Corp., or Panduit approved system partner.
4. Amp/Netconnect or Amp/Netconnect approved system partner.

B. Category 6A Horizontal Cable:

1. 100-ohm, four unshielded twisted pairs of 23 AWG copper, insulated solid conductors enclosed by an overall jacket.
2. Cable outside diameter shall not exceed 0.250 inches.
3. The cable shall exceed the requirements of ANSI/TIA/EIA-568-C.2.
4. Plenum (CMP) rated.
5. Cable jacket color shall be blue unless noted otherwise.
6. Supports the following applications: Ethernet 10Base-T, 100Base-T (Fast Ethernet), 1000Base-T (Gigabit Ethernet), 10G BASE-T; POE+, POE++; 1.2 Gb/s ATM; Token Ring 4/16; digital video; and broadband/baseband analog video.
7. Performance tested to 650 MHz.
   a. Gel filled cable to be used for all underground cabling requirements between buildings and cabling serving in-grade floor boxes.

2.3 UTP Cable Hardware:

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ortronics, Inc., or Ortronics approved system partner.
2. Panduit Corp., or Panduit approved system partner.
3. Comm Scope or Comm Scope approved system partner.

B. General Requirements for Cable Connecting Hardware: Comply with TIA/EIA-568-B.2, IDC type, with modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of same category or higher.

C. Work Area Outlets (WAOs):

1. Accommodate up to 6-ports per gang.
2. Have labels for circuit identification with a clear plastic cover and tool-less removal
3. Have stainless steel and gravity feed versions available.
4. Have surface mount boxes and standoff rings available for both single and double gang faceplates.
5. Have rear protective strain relief caps with side or rear entry, which can be installed onto cable before or after termination.
6. Support T568A or T568B wiring.
7. Allow jack installation from the front or rear of the faceplate, and allow for the jack to pass through the faceplate without re-termination.

D. Copper Patch Panels:

1. Use the same modular jacks used in the WAOs.
2. Black aluminum construction.
3. 24 (1 RU), 48 (2 RU) and 72 (3 RU) port configurations.
4. Allow terminated jacks to pass through panel for easy rearrangement without re-termination.
5. Have a rear wire management bar.
6. Provided with labels and self-adhesive clear label holders.

2.4 Patch Cords:

A. Category 6A UTP modular patch cable:

1. Assembly shall meet TIA/EIA-568-C.2 Category 6A standard, factory assembled and tested.

2. 23 AWG stranded, 4 pair.
3. Gold plated plug contacts
4. Universal T568A/B compatibility.
5. Modular and snag-less 8 position plug (RJ45) on each end.

6. PVC jacket.
7. No protective boot.
8. Panduit TX6 plus, or Siemon Network Communication or approved connective manufactures patch cables.

2.5 Other Equipment:

A. Grounding Products:

1. All grounding products used shall comply with J-STD-607A.
2. Cables shall be insulated (green) with stranded copper conductors.

B. Fire-stopping Products:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. S.T.I.
3. 3M.
4. Wiremold.

C. Cable Ties:

1. Provide hook and loop cable ties. Provide plenum rated where required.

2.6 Identification Products:

A. Comply with TIA/EIA-606-A and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

PART 3 - EXECUTION

3.1 Wiring Methods:

A. Wiring Method: Install cables in raceways except within TRs. Conceal raceway and cables except in unfinished spaces.

B. Wiring within Enclosures: Bundle, lace, and train cables within enclosures. Connect to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

3.2 Installation of Pathways:

A. Comply with TIA/EIA-569-A for pull-box sizing and length of conduit and number of bends between pull points.

B. Install manufactured conduit sweeps and long-radius elbows whenever possible.

C. Pathway Installation in TRs:

1. Position conduit ends adjacent to a corner on backboard where a single piece of plywood is installed, or in the corner of room where multiple sheets of plywood are installed around perimeter walls of room.
2. Secure conduits to backboard when entering room from overhead.
3. Extend conduits above finished floor.
4. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.

3.3 Installation of Cables:

A. Comply with NECA 1.

B. General Requirements for Cabling:

1. Comply with TIA/EIA-568-B.1.
2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
3. Install 110-style IDC termination hardware unless otherwise indicated.
4. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.
5. Cables may not be spliced. Secure and support cables at intervals not exceeding 12 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
6. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.
7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Use lacing bars and distribution spools.
8. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
9. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
10. In TRs, install a 10 foot long service loop on each end of cable.
11. Support all cable not installed in conduit or cable tray using cable support brackets and D-rings installed on 12” centers minimum.
12. All cables shall be bundled and cable tie wrapped together. Cables shall be separately bundled with like cables (e.g., multimode fiber, single mode fiber, voice backbone,

horizontal cables). Velcro tie wrapping shall occur on 12 inch (6 inch for vertical cable runs) intervals throughout the TRs unless noted otherwise. Tie wraps should not bite into the cable insulation, but should form securely around the cables so as not to depress the cable.

13. All cables shall be neatly bundled and cable tie wrapped down to the racks and patch panels. Group horizontal cables with not more than 24 cables per bundle.
14. Route cables along cable rack trays in a neat and straight order in 24 cable bundles. Use drop out shields to protect cables as they drop out of cable trays or cable rack trays. Use rear of vertical cable management rails at racks to support and manage cables terminated to rear of patch panels. Maintain a neat and straight order of the cables inside the cable management rails. Adjust length of cables terminating on the rear of patch panels so that cables exit out of vertical cable management rail, fan into the proper port and are punched down in the proper order.
15. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.

C. UTP Cable Installation:

1. Comply with TIA/EIA-568-B.2.
2. Do not untwist UTP cables more than 2 inch from the point of termination to maintain cable geometry.

D. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.

E. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA/EIA-569-A recommendations for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:

    a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches.
    b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
    c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.

3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:

    a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
    b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
    c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.

4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:

    a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
    b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches.
    c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches.

5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches.

6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.4 Firestopping:

A. Comply with TIA/EIA-569-A, Annex A, "Firestopping."

B. Comply with BICSI TDMM, "Firestopping Systems" Article.

3.5 Grounding:

A. Install grounding according to BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.

B. Comply with ANSI-J-STD-607-A.

C. Bond metallic equipment to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor. Do not loop grounds. Ground all racks, punchdown block towers, etc individually from busbar. Route along rack rear across runway and to busbar.

3.6 Identification:

A. Identify system components, wiring, and cabling complying with TIA/EIA-606-A.

1. Administration Class: 3.
2. Color-code cross-connect fields and apply colors to voice and data service backboards, connections, covers, and labels.

B. See Division 27 Section Backbone Cabling System for additional identification requirements. See Evaluations for discussion about TIA/EIA standard as it applies to this Section. Paint and label colors for equipment identification shall comply with TIA/EIA-606-A for Class 3 level of administration including optional identification requirements of this standard.

C. Comply with requirements in Division 27 Section Backbone Cabling System.

D. Cable Schedule: Install in a prominent location in each equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect with rigid frame and clear plastic cover. Furnish an electronic copy of final comprehensive schedules for Project.

E. Cabling Administration Drawings: Show building floor plans with cabling administration-point labeling. Identify labeling convention and show labels for telecommunications closets, backbone pathways and cables, entrance pathways and cables, terminal hardware and positions, horizontal cables, work areas and workstation terminal positions, grounding buses and pathways, and equipment grounding conductors.

F. Labels shall have an adhesive backing for permanent attachment where required.

G. All labels shall be of sufficient size. All labels shall be easily readable from floor level when viewing a backboard, panel, or communications outlet from the front.

H. All labels shall be installed straight.

I. Provide temporary labels on all horizontal cables as they are roughed-in.

J. Text shall be as large and as bold as possible.

K. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA/EIA 606-A, for the following:

1. Cables use flexible vinyl or polyester that flexes as cables are bent.

L. The following items shall receive labeling:

1. Cables.
2. Raceways (both ends).
3. Patch panels.
4. Patch panel ports.
5. Firestop locations.

M. Cable and Wire Identification:

1. Label each cable within 4 inches of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.
2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.
3. Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet.

4. Label each terminal strip and screw terminal in each cabinet, rack, or panel.
5. Individually number wiring conductors connected to terminal strips and identify each cable or wiring group being extended from a panel or cabinet to a building-mounted device with name and number of particular device as shown.
6. Label each unit and field within distribution racks and frames.
7. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.

3.7 Constructing Names:

A. Example name for equipment:

1. 0053-2C-CPL1A
2. This element starts in building 0053 TR2C and is a copper twisted pair patch panel located in rack 1 and is index A.

B. The following is a list of equipment elements:

1. WAO = work area outlet.
2. CPL = copper twisted pair panel.

C. Example name for horizontal cable:

1. 0053-1A-2D38
2. This horizontal cable terminates in building 0053 TR1A, in pathway rack #2, in horizontal patch panel D, port 38.

3.8 Field Quality Control:

A. Perform the following tests and inspections.

1. Visually inspect UTP and optical fiber jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments, and inspect cabling connections for compliance with TIA/EIA-568-B.1.
2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.

B. UTP Performance Field Tests:

1. Test for each outlet. Perform the following tests according to TIA/EIA-568-C.1 and TIA/EIA-568-C.2:

a. Wire map.
b. Length (physical vs. electrical, and length requirements).
c. Insertion loss.
d. Near-end crosstalk (NEXT) loss.
e. Power sum near-end crosstalk (PSNEXT) loss.
f. Equal-level far-end crosstalk (ELFEXT).
g. Power sum equal-level far-end crosstalk (PSELFEXT).
h. Return loss.
i. Propagation delay.
j. Delay skew.

C. Data for each measurement shall be documented. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.

D. Remove and replace cabling where test results indicate that they do not comply with specified requirements.

E. End-to-end cabling will be considered defective if it does not pass tests and inspections.

F. Prepare test and inspection reports.

3.9 Patch Cord Delivery:

A. Deliver all patch cords to the Owner along with a typed inventory of the patch cords broken down by type and length as scheduled on the drawings. The Contractor shall provide a copy of the inventory, signed by the Owner, in the O&M Manuals.

3.10 Owner Personnel Training:

A. After Substantial Completion but before Final Completion, provide on-site training to Owner personnel on the operation and use of the system. Provide one copy of the training material.

B. The Engineer shall be notified prior to training and may participate in training at their discretion.

C. The instruction shall be presented in an organized and professional manner by personnel who are thoroughly familiar with the structured cabling system installation and who have demonstrated knowledge in the data equipment specified for installation under the project.

D. Training shall include a "walk-through" of the systems to identify and locate closets, panels, and important system components, a discussion of overall system concepts and configuration,

specific instruction in labeling, a review of the as-built drawings, a review of the system verification and acceptance documentation, and guidelines for basic trouble-shooting and operation of the structured cabling system.

E. Engage a factory-authorized service representative to train Owner's maintenance personnel in cable-plant management operations, including changing signal pathways for different workstations, rerouting signals in failed cables, and keeping records of cabling assignments and revisions when extending wiring to establish new workstation outlets. Include training in cabling administration software.

F. The Contractor shall provide documentation of training (including names of personnel present at each training session) to the Engineer at the Final Completion Inspection. The documentation shall be signed-off by the Owner. The documentation shall be three-hole punched and ready for insertion in the O&M manuals.

END OF SECTION

Exhibit L: Solicitation Documents Index

M.C. Blanchard Wi-Fi Project
PD 18-19.032

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16090 **County Administrator's Report 10. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Purchase of Four 2019 Model Pierce Fire Engines
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for Four 2019 Model Pierce Fire Engines for the Public Safety - Fire Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of four 2019 Model Pierce Fire Engines:

A. Authorize the County to utilize the National Purchasing Partners (NPP) d/b/a NPPGov, a national competitively solicited purchasing cooperative, Contract Number 1420, Specification 2.1, 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 four 2019 Model Pierce Fire Engines for the Public Safety - Fire Department of Escambia County, Florida, to Ten-8 Fire Equipment, Inc., in the amount of $2,036,267.10, according to the specification outlines in Solicitation PD 18-19.047.

There are no local businesses able to sell a new fire truck, therefore the Board-adopted policy regarding local businesses having the opportunity to bid in not applicable.

[Funding:
Fund 352, LOST III; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery and Equipment; Project Code 08FS0018 Vehicle/Apparatus Replacement $633,000; and

Fund 353, LOST IV; Cost Center 330434, Public Safety Cap Project; Object Code

56401, Machinery and Equipment; Project Code 19FS0429, Vehicle/Apparatus Replacement $1,403,267.10
Total: $2,036,267.10]

BACKGROUND:

In compliance with the department's apparatus replacement plan, the following front line apparatus are being replaced and will be assigned to a reserve status in the fleet. The current apparatus replacement plan follows industry standards with 10 years of front line service and 5 years of reserve service. Other considerations for replacement of apparatus are mileage, engine hours, and annual repair and maintenance costs.

The purchase of the "standard engine" will replace the current "rescue engine" assigned to Escambia County Fire Rescue Station 11 (Myrtle Grove - District 2). The current front line engine is a 2004 model year apparatus and has in excess of 100,000 miles.

One of the two "rescue engines" being purchased will replace the current front line engine assigned to Station 6 (Ensley - District 3), which is a 2011 model year apparatus and has in excess of 100,000 miles. The other "rescue engine" will replace the front line engine assigned to Station 18 (Molino - District 5), which is a 2003 model year apparatus with in excess of 100,000 miles.

The "squad engine" will replace a rescue engine currently assigned to Station 14 (Pleasant Grove - District 2), which is a 2002 model year apparatus which has in excess of 100,000 miles.

The replacement of these apparatuses will provide the safe, efficient, dependable, state-of-the-art equipment on which our firefighters depend to get them to the scene and provide water when necessary for the extinguishment of fires. Having apparatuses under warranty will also decrease repair and maintenance costs which have increased significantly do to the aging fleet.

BUDGETARY IMPACT:

Fund 352, LOST III; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery and Equipment; Project Code 08FS0018 Vehicle/Apparatus Replacement $633,000.00

Fund 353, LOST IV; Cost Center 330434, Public Safety Cap Project; Object Code 56401, Machinery and Equipment; Project Code 19FS0429, Vehicle/Apparatus Replacement $1,403,267.10

Total: $2,036,267.10

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Award approval and threshold authority

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Quote Rescue Engines (2)
Quote Squad Engine
Quote Standard Engine
NPPGov Original Solicitation
NPPGov Solicitation Synopsis

IN SERVICE TO SERVE YOU

Equipment Proposal

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire Equipment, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: March 18, 2019 ("Proposal Date") **Customer:** Escambia County Fire Rescue ("Customer")

Customer Address: 6575 North W Street, Pensacola, FL 32505

Quantity	Product Description & Options	Price
1	**Pierce Saber FR Rescue Engine,based National Purchasing Partners DBA**	**$376,067.00**
	NPPGov GPO Contract 1420 Spec 2.1 List Price $556,500.81	
	Dealer Supplied Equipment	**$13,019.57**
	Customer Specified Options per bid 941	**$177,900.00**
	Additional Dealer and Manufacturer Discount	**($61,957.00)**
	Sub total	**$505,029.57**
	Quantity two (2) units	**$1,010,059.14**
	Purchase Price:	**$1,010,059.14**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 9 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Pricing includes GPO contract access fee.

Unless accepted within 45 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Escambia County Fire Rescue

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire Equipment, Inc.

By: Rob McAtee

Title: **Authorized Sales Representative**

Print: **Rob McAtee 850-276-3247**

Date: **March 18, 2019**

EXHIBIT A

PROPOSAL OPTION LIST

Proposal Option List

3/14/2019

Customer:	Escambia County Fire Rescue	**Bid Number:**	941
Representative	McAtee, Rob	**Job Number:**	
Organization:	Ten-8 Fire Equipment, Inc	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	05-01-2019
Description:	Rescue Engine	**Stock Number:**	
Body:	Pumper, Long, Aluminum, 2nd Gen, Saber/Commercial	**Price Level:**	38 (Current: 38)
Chassis:	Saber FR Chassis		

Line	Option	Type	Option Description	Qty	Price
1	0074080		Build-to-Order, Pierce Florida Product - 2nd Gen Pumper	1 $	-
2	0766611		Boiler Plates, Pumper Fire Department/Customer - Escambia County Fire Rescue Operating/In conjunction W-Service Center - Operating Miles - 75 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Ten-8 Fire Equipment Delivery - Delivery representative Dealership/Sales Organization, Service - Ten-8 Fire Equipment	1 $	-
3	0661794		Single Source Compliance	1 $	-
4	0584455		Manufacture Location, Bradenton, Florida	1 $	-
5	0584453		RFP Location: Bradenton, Florida	1 $	-
6	0588609		Vehicle Destination, US	1 $	-
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1 $	-
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1 $	-
9	0588611		Vehicle Certification, Pumper	1 $	-
10	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1 $	-
11	0799172		FLEET CUSTOMER	1 $	-
12	0620361		Consortium, GPO	1 $	-
13	0537375		Unit of Measure, US Gallons	1 $	-
14	0030006		Bid Bond Not Requested	1 $	-
15	0540326		Performance Bond, Not Requested	1 $	-
16	0000007		Approval Drawing	1 $	-
17	0002928		Electrical Diagrams	1 $	-
18	0632451		Saber FR Chassis	1 $	-
19	0629024		Chassis Discount, Saber FR	1 $	-
20	0000110		Wheelbase Wheelbase - 207.5	1 $	-
21	0000070		GVW Rating GVW rating - 45,000	1 $	-
22	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1 $	-
23	0020018		Frame Liner Not Req'd	1 $	-
24	0637911		Axle, Front, Dana, D-2000F, 20,000 lb Saber FR/Enforcer	1 $	-
25	0637913		Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer	1 $	-
26	0000321		Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer	1 $	-
27	0000322		Oil Seals, Front Axle	1 $	-
28	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1 $	-
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1 $	2,649.79
30	0640711		Axle, Rear, Dana S26-190, 27,000 lb Saber/Enforcer	1 $	270.38
31	0544253		Top Speed of Vehicle, 68 MPH	1 $	-
32	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1 $	3,116.26
33	0000485		Oil Seals, Rear Axle	1 $	-
34	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1 $	216.83
35	0654792		Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Single	1 $	1,031.01
36	0568081		Tire Balancing, Counteract Beads	1 $	-

37 0620570	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1	$	-
38 0003245	Axle Hub Covers w/center hole, S/S, Front Axle	1	$	114.88
39 0001960	Axle Hub Covers, Rear, S/S, High Hat (Pair)	1	$	241.99
40 0057936	Covers, Lug Nut, Chrome	1	$	-
41 0002045	Mud Flaps, w/logo front & rear	1	$	-
42 0544802	Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01	1	$	-
43 0544806	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Compt	1	$	-
44 0010670	ABS Wabco Brake System, Single rear axle	1	$	-
45 0690932	Brakes, Bendix, ADB22X, 17" Disc, Front	1	$	-
46 0627930	Brakes, Bendix, Cam, Rear, 16.50 x 8.63"	1	$	703.56
47 0020784	Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1	$	-
48 0644232	Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1	$	-
49 0644228	Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1	$	-
50 0000790	Brake Lines, Nylon	1	$	-
51 0000854	Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	1	$	-
52 0642325	Outlet, Air, with shut off valve, Milton "M" Fittings Location, Air Coupling(s) - h) DS Pump Panel Qty, Air Coupling (s) - 1	1	$	352.93
53 0011835	Guard, U-Bolt over "Parking Brake" Knob Qty, - 01 Location, driver's/passenger's/center - passenger's	1	$	59.52
54 0630456	Valve, 2nd Parking Brake Control, Officer side, Saber FR/Enforcer	1	$	365.68
55 0795472	Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, Saber FR/Enforcer	1	$	12,883.74
56 0001244	High Idle w/Electronic Engine, Custom	1	$	-
57 0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1	$	-
58 0644227	Clutch, Fan, Air Actuated, Saber FR/Enforcer	1	$	-
59 0640477	Air Intake, Metal Screen, Saber FR/Enforcer	1	$	-
60 0794761	Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1	$	-
61 0788765	Radiator, Saber FR/Enforcer	1	$	-
62 0001090	Cooling Hoses, Rubber	1	$	-
63 0001125	Fuel Tank, 65 Gallon, Left Side Fill	1	$	-
64 0001129	Lines, Fuel	1	$	-
65 0662965	DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1	$	216.69
66 0552793	Not Required, Fuel Priming Pump	1	$	-
67 0552712	Not Required, Shutoff Valve, Fuel Line	1	$	-
68 0699437	Cooler, Chassis Fuel, Not Req'd.	1	$	-
69 0642572	Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1	$	-
70 0625329	Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1	$	-
71 0684459	Transmission Oil Cooler, Modine, External	1	$	-
72 0001370	Driveline, Spicer 1710	1	$	-
73 0637248	Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1	$	1,012.29
74 0509229	Steering Wheel, 2 Spoke	1	$	-
75 0690274	Logo/Emblem, on Dash Text, Row (1) One - Escambia Text, Row (2) Two - County Text, Row (3) Three - Fire Rescue	1	$	-
76 0606441	Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer	1	$	1,903.39
77 0640197	Tray, Hose, Center, 19" Bumper, Outside Air Horns Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 20) 125' of 1.75"	1	$	396.22

78 0763864	SP	Hose Restraint, Bumper Tray, 2" Nylon Webbing, Seat Belt Buckles Type of fastener - seat belt buckle	1	$	291.96
79 0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1	$	-
80 0002270		Tow Hooks, Chrome	1	$	-
81 0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1	$	466.95
82 0632360		Cab, Saber FR, 7010	1	$	8,236.99
83 0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1	$	-
84 0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1	$	-
85 0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer Material, Exterior Rear Wall - Aluminum Treadplate	1	$	229.82
86 0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1	$	190.44
87 0754567		Grille, Bright Finished Enforcer, Front of Cab, Saber FR	1	$	1,757.43
88 0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1	$	766.52
89 0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1	$	-
90 0087357		Molding, Chrome on Side of Cab	1	$	-
91 0521669		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1	$	971.53
92 0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof Key Model, Cab Doors - 751	1	$	-
93 0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1	$	-
94 0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1	$	1,743.52
95 0638310		Steps, 4-Door Cab, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1	$	234.75
96 0770213		Handrail, Exterior, Brey-Krause, 24" Formed, S/S, Coat Hook, 4-Door Cab	1	$	319.56
97 0634786		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts	1	$	-
98 0002141		Fenders, s/s on cab - Saber/Enforcer	1	$	-
99 0042105		No Windows, Side of Crew Cab	1	$	(309.49)
100 0012090		Not Required, Windows, Front/Side of raised roof	1	$	-
101 0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1	$	-
102 0651515		Window Protector Bars, Knurled, Crew Doors, 2" Above Window Sill Plate	1	$	312.90
103 0786294		Window Tint, Upper Crew Cab Door, Left Side, Privacy Dark Gray	1	$	60.49
104 0786286		Window Tint, Upper Crew Cab Door, Right Side, Privacy Dark Gray	1	$	60.49
105 0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1	$	161.43
106 0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1	$	161.43
107 0766746	SP	Compt, Storage, Transverse Crew Cab, Double Pan, D/A Int Dr, 70" SFR/Enf Light, Short Transverse Compt - Pierce, Horizontal Finish, Exterior Cab Compt - Spatter Gray Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking Door, Exterior Stop - 2-Cable	1	$	2,652.90
108 0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1	$	450.82
109 0777381	SP	Cab Interior,Turnout Tuff Headliner,SMOOTH Durabak,Dash/Eng Tunnel/Rear Color, Cab Interior Vinyl/Fabric - c) Black Color, Durabak Coating - Smooth Black	1	$	4,507.68
110 0012430		Cab Interior, paint color Color, Cab Interior Paint - b) black	1	$	-
111 0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1	$	-
112 0644195		Heater/Defroster, Saber FR/Enforcer	1	$	-
113 0644194		Air Conditioning, Saber FR/Enforcer	1	$	-
114 0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1	$	-
115 0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1	$	-
116 0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1	$	193.21
117 0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1	$	-
118 0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis	1	$	498.05

		Qty, - 1			
		Location, Map Box/Straps - Final Inspection			
119 0583039		Not Required, Side Roll and Frontal Impact Protection	1	$	-
120 0622618		Seating Capacity, 5 Seats	1	$	-
121 0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1	$	1,081.72
122 0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1	$	123.96
123 0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1	$	-
124 0763653	SP	Cabinet, Rear Facing, LS, 23 W x 40 H x 26.75 D, 2" Web, Strap, SFR/Enf	1	$	2,016.00
		Light, Short Cabinet - Pierce, Interior, Left Side			
		Material Finish, Shelf - Painted - Cab Interior			
		Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip			
		Louvers, Cabinet - 0-No Louvers			
125 0102783		Not Required, Seat, Rr Facing C/C, Center	1	$	-
126 0766747	SP	Cabinet, Rear Facing, RS, 22 W x 43 H x 26.75 D, 2" Web, Pull Strap, SFR/Enf	1	$	2,029.98
		Light, Short Cabinet - Pierce, Interior, Right Side			
		Material Finish, Shelf - Painted - Cab Interior			
		Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip			
		Louvers, Cabinet - 0-No Louvers			
127 0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1	$	-
128 0758776	SP	Seat, Forward Facing C/C, Center, (3) Pierce PSV, SCBA, Foldup, Saber FR/Enf	1	$	1,652.03
129 0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1	$	-
130 0766467		Upholstery, Seats In Cab, All Endure Vinyl, CARE	5	$	382.33
		Color, Cab Interior Vinyl/Fabric - a) Silver/Gray			
		Qty, - 05			
131 0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4	$	3,261.67
		Qty, - 04			
132 0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1	$	-
		Seat Belt Color - Red			
133 0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1	$	-
134 0647647		Lights, Dome, FRP Dual LED 4 Lts	1	$	-
		Color, Dome Lt - Red & White			
		Color, Dome Lt Bzl - Black			
		Control, Dome Lt White - Door Switches and Lens Switch			
		Control, Dome Lt Color - Lens Switch			
135 0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1	$	-
136 0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	1	$	-
		Emergency Switching - Individual Switches			
137 0002544		Air Restriction Indicator - Pierce Chassis	1	$	-
138 0543751		Light, Do Not Move Apparatus	1	$	61.40
		Alarm, Do Not Move Truck - Pulsing Alarm			
139 0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1	$	-
140 0754774		Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber	1	$	-
141 0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1	$	-
142 0548046		Wiring, Spare, 60A 12V DC 1st	1	$	158.28
		Qty, - 01			
		12vdc power from - Battery switched			
		Wire termination - Stud			
		Location - TBD			
143 0548006		Wiring, Spare, 15 A 12V DC 2nd	2	$	316.55
		Qty, - 02			
		12vdc power from - Ignition power			
		Wire termination - 15 amp power point plug			
		Location - TBD			
144 0548004		Wiring, Spare, 15 A 12V DC 1st	2	$	212.89
		Qty, - 02			
		12vdc power from - Ignition power			
		Wire termination - Butt Splice			

	Location, Spare Wiring - Officer Dash			
145 0797189	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st Qty, - 01 12vdc power from - Battery switched Location - TBD	1	$	280.67
146 0787001	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 2nd Qty, - 01 12vdc power from - Battery switched Location - TBD	1	$	280.67
147 0548007	Wiring, Spare, 15 A 12V DC 3rd Qty, - 01 12vdc power from - Ignition power Wire termination - 15 amp power point plug Location - TBD	1	$	158.28
148 0763646	Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf System Of Measurement - US Customary	1	$	-
149 0610240	Vehicle Data Recorder w/Seat Belt Monitor	1	$	-
150 0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1	$	144.77
151 0653533	Camera, Pierce, 7" LCD, Rear Camera Only Location, Camera Monitor - Driver Side Tunnel	1	$	946.11
152 0624249	Electrical Power/Signal Protection & Control, Saber FR	1	$	-
153 0624260	Electrical System, Saber FR	1	$	-
154 0079166	Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1	$	-
155 0008621	Battery System, Single Start, All Custom Chassis	1	$	-
156 0002698	Battery Compartment, Saber/Enforcer	1	$	-
157 0531594	Charger, Sngl Sys, Kussmaul, 4000, 091-89-12	1	$	1,991.60
158 0012782	Location, Charger, Front Left Side Body Compartment Location, Battery Chrgr/Cmpr - High On Left Wall	1	$	-
159 0530949	Location, Bat Chrg Ind, Driver's Seat Riser	1	$	101.83
160 0016837	Shoreline, 20A 120V, Straight Blade NEMA 5-20 Qty, - 01 Connection, Shoreline - to the Kussmaul system	1	$	337.93
161 0020168	Shoreline Cab Loc, Cab, Saber FR Location, Shoreline(s) - DS Seat Riser	1	$	101.65
162 0658019	Alternator, 360 amp, Niehoff C531/C537	1	$	2,633.74
163 0644176	Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1	$	-
164 0766233	Headlights, Rect LED, Truck-Lite, AXT/DCF/Enf/Imp/Sab/Vel	1	$	1,782.68
165 0625953	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR Color, Lens, LED's - c)clear	1	$	177.43
166 0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1	$	-
167 0647802	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1	$	-
168 0796064	Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED, Saber FR	1	$	-
169 0627282	Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1	$	-
170 0773253	Lights, Tail, Wln C6BTT* Red Stop/Tail, C6T* Amb Dir For Housing Color, Lens, LED's - Clear	1	$	297.81
171 0768260	Lights, Backup, Wln C6BU, LED for Wln PLASC*V 3 & 4 housing	1	$	728.97
172 0664481	Bracket, License Plate & Light, P25 LED	1	$	-
173 0768261	Bezels, Wln, (2) PLASC4V, For Mtg (4) C6 Lts	1	$	639.74
174 0589905	Alarm, Back-up Warning, PRECO 1040	1	$	-
175 0626588	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr Z location -	1	$	(229.40)
176 0617901	Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1	$	-
177 0626579	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1	$	-
178 0556360	Lights, Step, P25 LED 4lts, Pump Pnl Sw	1	$	-

179 0640941	Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd Location, Lights - one (1) passenger side of cab between the front and crew Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - DS Pump Panel Switch, Lt Control 3 DC,3 - f) PS Switch Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	2	$ 4,310.33
180 0640991	Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st Location, Lights - one (1) driver side of cab between the front and crew cab Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - DS Pump Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	2	$ 4,024.67
181 0776357	Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	1	$ 2,270.87
182 0532358	Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1	$ (317.11)
183 0645869	Lights, Hose Bed, Sides, Wln 01-066D068-00 Blk Trim LED, 1.87" 4lts Control, Hose Bed Lts - Cup Switch At Rear	1	$ 615.33
184 0645682	Lights, Rear Scene, Wln, M9LZC LED, 30" - 102" High Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear	1	$ 1,339.88
185 0709438	Light, Walking Surf, FRP Flood, LED	1	$ -
186 0693714	Pumper, Long, Aluminum, 2nd Gen, Saber/Commercial	1	$ 4,799.09
187 0632361	No Additional Florida Discount - w/Saber FR Chassis	1	$ -
188 0554271	Body Skirt Height, 20"	1	$ -
189 0053453	Tank, Water, 1000 Gallon, Poly, Pumper Long, Full Depth Compartments	1	$ 1,862.65
190 0003405	Overflow, 4.00" Water Tank, Poly	1	$ -
191 0028104	Foam Cell Required	1	$ -
192 0084432	Modified Poly Tank, Ext'd Over Rear Compt	1	$ 673.94
193 0635329	Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1	$ 1,282.67
194 0553729	Not Required, Restraint, Water Tank, Heavy Duty	1	$ -
195 0003429	Not Required, Direct Tank Fill	1	$ -
196 0003424	Not Required, Dump Valve	1	$ -
197 0048710	Not Required, Jet Assist	1	$ -
198 0030007	Not Required, Dump Valve Chute	1	$ -
199 0514778	Not Required, Switch, Tank Dump Master	1	$ -
200 0689065	Hose Bed, Aluminum, Saber/Commercial	1	$ -
201 0003481	Hose Bed Capacity, Special Capacity, Hosebed - 500' x 3" //1000' x 5" // 500' x 2.5"	1	$ -
202 0083488	Divider, Hose Bed, .25" Unpainted Qty, Hosebed Dividers - 2	2	$ 777.62
203 0589278	Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear Type of fastener - seat belt buckle Nylon Web Color - Black Type of fastener, Rear - seat belt buckle - bottom of hosebed	1	$ -
204 0591033	Hose Restraint, Hose Bed, Vinyl, Top and Rear Color, Vinyl Cover - a) red Type of fastener - Velcro/Snaps - Sides of Hosebed Type of fastener, Rear - seat belt buckle - bottom of hosebed Type of fastener, Front - Velcro with snaps - Front Hosebed	1	$ 1,030.10

	Vinyl flap weight - Lead Shot Weighted			
205 0037034	Lettering, Hose Bed Cover, Non-Reflective Vinyl, Rear Flap	8	$	174.26
	Color, Lettering - a) white			
	Qty, Lettering - 08			
	Size, Non-Ref Letter Mat - d) 8.00"			
	Lettering, Hosebed - TBD			
206 0013512	Running Boards, 12.75" Deep	1	$	-
207 0681766	Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1	$	1,359.00
208 0690027	Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1	$	-
209 0003531	Tow Bar, Under Tailboard	1	$	-
210 0590926	Hose Restraint, Running Board, Velcro Straps	2	$	276.13
	Location, Hose Tray, Running Board - a) both sides			
	Qty, Tray, Hose - 2			
211 0024110	Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose	2	$	1,129.41
	Location, Hose Tray, Running Board - a) both sides			
	Qty, Tray, Hose - 2			
212 0003561	Construction, Compt, Alum, Pumper	1	$	-
213 0083691	LS 161" Rollup, Full Height & Depth Front & Rear	1	$	5,617.47
214 0053637	RS 161" Rollup, 3/4 Height Front & Rear, (1) Broom, FDLER	1	$	2,913.93
215 0708888	Doors, Mix, Lap and Roll-up Doors, Amdor, w/Latch Feature	5	$	872.63
	Location - over the right rear wheel			
	Qty, Door Accessory - 05			
	Color, Roll-up Door - AMDOR Painted to Match Lower Body			
	Latch, Roll-up Door - Non-Locking Liftbar			
216 0545606	Compt, Flush Rear, Rollup, 37.75" FF, 25.88" Deep	1	$	739.10
217 0594003	Door, Amdor, Rollup, Rear Compartment	1	$	(136.58)
	Color, Roll-up Door - AMDOR Satin Aluminum			
	Latch, Roll-up Door - Non-Locking Liftbar			
218 0554995	No Body Modification Required	1	$	-
219 0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7	$	-
	Qty, - 07			
	Location, Compartment Lights - All Body Compts			
220 0613718	Access Door, Cargo Compt, LS, Spring Hinged, Vert Hinged	1	$	403.82
	Door, Material & Finish, Storage - Aluminum Treaplate			
	Hinge, Location - Forward			
221 0709477	Access Door, Cargo Compt, RS, Spring Hinged, Vert Hinged	1	$	403.82
	Door, Material & Finish, Storage - Aluminum Treaplate			
	Hinge, Location - Forward			
222 0687146	Shelf Tracks, Painted	5	$	712.82
	Qty, Shelf Track - 05			
	Location, Shelf Track - LS1, LS3, RS2, RS3 and B1			
223 0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	8	$	1,703.37
	Qty, Shelf - 08			
	Material Finish, Shelf - Painted - Spatter Gray			
	Location, Shelves/Trays, Predefined - RS3-Transition Point, RS2-Centered,			
224 0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	2	$	1,789.69
	Qty, - 02			
	Location, Tray Slide-Out, Floor Mounted - RS3, LS1 and B1			
	Material Finish, Tray - Painted - Spatter Gray			
225 0709346	Toolboard, Slide-out, Alum, .188", Peg Board, Predefined Locations	3	$	3,654.84
	Qty, - 03			
	Mounting, Toolboard - Stationary			
	Hole Diameter, Pegboard/Toolboard - .281" diameter			
	Finish, Pegboard/Toolboard - Painted - Spatter Gray			
	Location, Partition/Toolboard, Predefined - LS3- 16.00" From Forward Door			
226 0540317	Toolboard, Swing-out, Alum, .188", Peg Board	1	$	972.03
	Qty - 1			

	Location, Pivot - Front			
	Mounting, Toolboard - Stationary			
	Hole Diameter, Pegboard/Toolboard - .281" diameter			
	Finish, Pegboard/Toolboard - Painted - Spatter Gray			
	Location, Toolboard - LS2			
227 0600281	Partition, Vertical Compartment, Predefined Locations	1	$	274.02
	Qty, Partition - 01			
	Location, Partition/Toolboard, Predefined - LS1- 18.00" From Forward Door			
	Material Finish, Partition - Painted - Spatter Gray			
228 0024016	Rub Rail, Aluminum Extruded, Side & Rear of Body	1	$	-
229 0784811	Fender Crowns, Rear, Stainless, w/Removable Liner	1	$	-
	Material Finish, Fender Liner - Painted			
230 0602346	Hose, Hard Suction, Provided by Dealer, Pumper NFPA 2016 Classification	2	$	-
	Qty, Hard Suction Hose - 2			
	Brand, Model, Age of Tool - TBD			
	Length, Hard Suction Hose - 10'			
	Diameter, Hard Suction Hose - 6.00"			
	Type of Hose Ends, Couplings, Hard Suction Hose - TBD			
231 0004090	Troughs, (2), H.S.H., LS High Side	1	$	1,072.01
	Fill in Blank - 10' x 6"			
232 0626229	Handrails, Side Pump Panels, Per Print	1	$	-
233 0004126	Handrails, Beavertail, Standard	1	$	(0.00)
234 0004146	Handrail, Rear, Below Hose Bed, Full Width	1	$	-
235 0657522	Compt, Air Bottle, Triple, Fender Panel	3	$	2,980.78
	Qty, Air Bottle Comp - 3			
	Door Finish, Fender Compt - Polished			
	Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS			
	Latch, Air Bottle Compt - Flush Lift & Turn			
	Insert, Air Bottle Compt - Rubber Matting			
236 0654143	Compt, Air Bottle, Single, Common Triple Door (DEF/Fuel), Fender Panel	1	$	993.59
	Door Finish, Fender Compt - Polished			
	Latch, Air Bottle Compt - Flush Lift & Turn			
	Insert, Air Bottle Compt - Rubber Matting			
237 0004225	Ladder, 24' Duo-Safety 900A 2-Section	1	$	-
238 0004230	Ladder, 14' Duo-Safety 775A Roof	1	$	-
239 0014308	Rack, Zico Quic-Lift, Right Side	1	$	7,205.99
240 0014245	Ladder, 10' Duo-Safety Folding 585A, w/Mounting	1	$	-
	Location, Folding Ladder - Ladder Compartment			
241 0602877	Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1	$	-
	Pike Pole Make/Model - Duo-Safety 10' Pike Pole			
242 0602875	Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1	$	-
	Pike Pole Make/Model - Duo-Safety 6' Pike Pole			
243 0004374	Holders for Pike Pole(s) on Zico Ladder Rack	2	$	111.09
	Qty, - 02			
244 0024388	No Steps Required, Front Of Body	1	$	-
245 0592994	Steps, Folding, Rear of Body, w/LED, Trident	1	$	10.06
	Coating, Step - black			
246 0014441	Pump, Hale, QMAX-150, 1500 GPM, Single Stage	1	$	5,047.47
247 0014481	Seal, Grafoil, Hale	1	$	-
248 0014477	Trans, Pump, Hale, Gear	1	$	-
249 0635600	Pumping Mode, Stationary Only	1	$	-
250 0604324	Pump Shift, Air w/Manual Override, Split Shaft, Interlocked, Hale	1	$	1,700.28
251 0003148	Transmission Lock-up, EVS	1	$	-
252 0004547	Auxiliary Cooling System	1	$	-
253 0014486	Not Required, Transfer Valve, Stage Pump	1	$	-
254 0540425	Valve, Relief Intake, TFT	1	$	81.51
	Pressure Setting - 125 psig			

255 0536322	Controller, Pressure, Pierce, Custom Chassis	1	$	-
256 0072153	Primer, Trident, Air Prime, Air Operated	1	$	-
257 0658552	Thermal Relief Valve, TRV120-L w/Red Warning Light, Hale Pump Location, Thermal Relief Discharge - Ground	1	$	926.75
258 0780364	Manuals, Pump, (2) Total, Electronic Copies	1	$	-
259 0602512	Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1	$	-
260 0795135	Plumbing, Stainless Steel, w/Foam System	1	$	-
261 0004645	Inlets, 6.00" - 1250 GPM or Larger Pump	1	$	-
262 0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	1	$	-
263 0084610	Valves, Akron 8000 series- All	1	$	-
264 0004660	Inlet, Left Side, 2.50"	1	$	-
265 0004680	Inlet, Right Side, 2.50"	1	$	1,338.63
266 0016158	Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone" Qty, Inlets - 1	1	$	-
267 0004700	Control, Inlet, at Valve	1	$	-
268 0092569	No Rear Inlet (Large Dia) Requested	1	$	-
269 0092696	Not Required, Cap, Rear Inlet	1	$	-
270 0064116	No Rear Inlet Actuation Required	1	$	-
271 0009648	No Rear Intake Relief Valve Required on Rear Inlet	1	$	-
272 0092568	No Rear Auxiliary Inlet Requested	1	$	-
273 0563738	Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1	$	-
274 0029043	Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1	$	-
275 0004910	Outlet, Tank Fill, 2"	1	$	730.94
276 0004940	Outlet, Left Side, 2.50" Qty, Discharges - 02	2	$	-
277 0092570	Not Required, Outlets, Left Side Additional	1	$	-
278 0004945	Outlet, Right Side, 2.50" Qty, Discharges - 01	1	$	(1,809.74)
279 0005030	Outlet, Right Side, 3" w/3" Plumbing (added) Qty, Discharges - 01	1	$	2,842.03
280 0029137	Not Required, Outlet, Large Diameter	1	$	-
281 0648906	Outlet, Front, 2.50" w/2.50" Plumbing Fitting, Outlet - 2.50" NST with 90 degree swivel Drain, Front Outlet - Automatic Location, Front, Single - top of right bumper	1	$	3,305.80
282 0092575	Not Required, Outlet, Rear	1	$	-
283 0092574	Not Required, Outlet, Rear, Additional	1	$	-
284 0092573	Not Required, Outlet, Hose Bed/Running Board Tray	1	$	-
285 0085076	Caps for 1.50" to 3.00" Discharge, VLH	1	$	-
286 0563739	Valve, 0.75" Bleeder, Discharges, Swing Handle	1	$	-
287 0005091	Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1	$	-
288 0035094	Not Required, Elbow, Left Side Outlets, Additional	1	$	-
289 0025091	Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1	$	-
290 0045097	Elbow, Right Side Outlets, 30 Degree, 3.00" FNST x 5.00" Storz w/Cap, Additional	1	$	275.45
291 0045099	Not Required, Elbow, Rear Outlets	1	$	-
292 0085695	Not Required, Elbow, Rear Outlets, Large, Additional	1	$	-
293 0007308	Not Required, Elbow, Large Diameter Outlet	1	$	-
294 0062133	Control, Outlets, Manual, Pierce HW if applicable	1	$	-
295 0005065	Outlet, 3.00" Deluge Riser	1	$	-
296 0029302	No Monitor Requested	1	$	-
297 0029304	No Nozzle Req'd	1	$	-
298 0005070	Deluge Mount, NPT	1	$	-
299 0025140	Not Required, 1.50" Crosslays	1	$	-
300 0029196	Not Required, 2.50" Crosslay	1	$	-
301 0605295	Speed, (2) 1.5" (1) 2.5" w/Poly Trays, Top Mt/Side Cntrl Spl. Cap. Capacity, Special Speedlay FITB - 200' x 1.75" / 200' x 2.5"	1	$	9,652.04
302 0591142	Hose Restraint, Speedlay, Vinyl, Strap Fasteners, Each Side	2	$	-

		Color, Vinyl Cover - a) red			
		Qty, - 02			
		Type of fastener - Velcro straps			
		Restraint Location - Bottom (towards the ground)			
303 0032137		Foam Sys, External	1	$	-
304 0012126		Not Required, CAF Compressor	1	$	-
305 0552517		Not Required, Refill, Foam Tank	1	$	-
306 0789547	SP	Auxiliary Foam Supply, Elkhart Model 81232001	2	$	1,732.85
		Location - TBD			
		Qty, - 02			
307 0031896		Demonstration, Foam System, Dealer Provided	1	$	-
308 0005447		Foam Cell, 30 Gallon, Not Reduce Water	1	$	1,666.34
		Type of Foam - Class "A"			
309 0091036		Drain, 1.00" Foam Tank #1	1	$	-
310 0091079		Not Required, Foam Tank #2	1	$	-
311 0091112		Not Required, Foam Tank #2 Drain	1	$	-
312 0007545		Pump House, Side Control, 45", Control Zone	1	$	-
313 0032479		Pump Panel Configuration, Control Zone	1	$	-
314 0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1	$	-
		Material Finish, Pump Panel, Side Control - Painted FormCoat Black			
		Material, Pump Panel, Side Control - Aluminum			
315 0005578		Panel, Pump Access - Right Side Only	1	$	-
316 0035501		Pump House Structure, Std Height	1	$	-
317 0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1	$	173.08
		Qty, - 01			
318 0586382		Gauges, Engine, Included With Pressure Controller	1	$	(182.26)
319 0005601		Throttle Included w/ Pressure Controller	1	$	-
320 0549333		Indicators, Engine, Included with Pressure Controller	1	$	-
321 0069390		Control, Air Horn At Pump Panel w/Red Button	1	$	196.26
322 0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1	$	0.00
323 0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1	$	(0.00)
324 0536428		Gauge, Water Level, Pierce, In pressure Controller	1	$	-
325 0604028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programable Remote Display	2	$	1,602.19
		Location - behind each crew cab door as high as possible			
		Qty, - 02			
		Activation, Water Level G - pb) parking brake is applied			
326 0062992		Gauge, Foam Level, (1) Tank, Class 1, 5lt	1	$	636.02
327 0593161		Light Shield, S/S LED	1	$	-
328 0606695		Air Horns, (2) Grover, Stutter Tone, 24" Long, in Bumper	1	$	-
329 0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1	$	-
330 0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1	$	-
331 0547475		Siren, Wln 295HFSA7 200W, Dual Tone, Flush Mount	1	$	268.97
332 0790527		Location, Electronic Siren, Center Dash Switch Panel, Saber FR	1	$	-
		Location, Electronic Siren - switch panel # 7			
333 0006145		Control, Elec Siren, Horn Ring, PS Foot Sw	1	$	-
334 0601294		Speaker, (2) Wln, SP123BMC, Chrome ABS	1	$	829.71
		Connection, Speaker - siren head			
335 0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1	$	-
336 0056084		Wiring & Mount, Siren, Federal Q2B, Cust Installed	1	$	803.99
337 0006095		Siren, Mechanical, Mounted Above Deckplate	1	$	(224.03)
		Location, Siren, Mech - a) Left			
338 0026163		Control, Mech Siren, DS & PS Foot Sw	1	$	135.16
339 0006086		Switch, Second Siren Brake	1	$	135.16
340 0602935		Lightbar, Wln, Freedom IV-Q, 72", RRRRRRW__WRRRRRR	1	$	4,508.22
		Filter, Whl Freedom Ltbrs - No Filters			
341 0016380		No Additional Lights Req'd, Side Zone Upper	1	$	-
342 0774443		Lights, Front Zone, Wln C6L** LED, Q-Bezel, 4lts	1	$	(160.92)

		Color, Lens, LED's - Clear			
		Color, Lt DS Frnt Outside - Red			
		Color, Lt PS Frnt Outside - Red			
		Color, Lt DS Front Inside - Red			
		Color, Lt PS Front Inside - Red			
343 0794442	SP	Light, Front, Wln 6RB** LED, Cab Corner	2	$	1,830.25
		Location, Lights - one each side of can in line with the headlights			
		Qty, - 02			
		Color, Lights, Warning - gla) red			
		Color, Lens, LED's - Clear			
344 0653937		Flasher, Headlight Alternating	1	$	113.15
		Headlt flash deactivation - a)w/high beam			
345 0778309		Lights, Side Zone Lower, Wln C6L**, 6lts	1	$	592.49
		Location, Lights Front Side - b)each side bumper			
		Color, Lens, LED's - Clear			
		Location, Lights Mid Side - Over Front Wheels			
		Location, Lights Rear Side - Over Rear Wheels			
		Color, Lt Side Front, DS - Red			
		Color, Lt Side Front, PS - Red			
		Color, Lt Side Mid DS - Red			
		Color, Lt Side Mid PS - Red			
		Color, Lt Side Rear PS - Red			
		Color, Lt Side Rear DS - Red			
346 0517246		Lights, Side, Wln Strip-Lite PS*00F*R LED 1st	4	$	766.47
		Location, Lights - rub rail centered under LS1/RS1 and LS3 and RS3			
		Qty, - 04			
		Color, Lights, Warning - gla) red			
		Control, Light - b) side warning			
		Color, Lens, LED's - c)clear			
347 0778301		Lights, Rear Zone Lower, Wln C6L** LED, For 3 or 4 Bezel	1	$	688.65
		Color, Lens, LED's - c)clear			
		Color, Lt DS Rear - Red			
		Color, Lt PS Rear - Red			
348 0776280	SP	Lights, Rear, Wln C9L** LED, 1st	2	$	1,079.85
		Location - one (1) each side of rear bulk head between the lower and upper			
		Qty, - 02			
		Color, Lights, Warning - Red Flashing			
		Color, Lens, LED's - Clear			
349 0088745		Light, Rear Zone Upper, Wln L31HRFN LED Beacon, Red LED	1	$	53.90
		Color, Dome, Rear Warning - j) both domes clear			
350 0006551		Not Required, Lights, Rear Upper Zone Blocking	1	$	-
351 0016610		Mtg, Rear Warn Lts, Std Mount, S/S Brkts	1	$	32.59
352 0791528		Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	1	$	1,594.37
		Activation, Traffic Dir L - Not Connected			
353 0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1	$	426.89
354 0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1	$	65.03
355 0519934		Not Required, Brand, Hydraulic Tool System	1	$	-
356 0649753		Not Required, PTO Driven Hydraulic Tool System	1	$	-
357 0649750		Not Required, Hydraulic Reels	1	$	-
358 0007150		Bag of Nuts and Bolts	1	$	-
		Qty, Bag Nuts and Bolts - 1			
359 0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire	1	$	-
360 0519913		Not Required, Soft Suction Hose	1	$	-
361 0602389		Strainer, Provided by Dealer, Pumper NFPA 2016 Classification	1	$	-
362 0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1	$	-
363 0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1	$	-
364 0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1	$	-

365 0602667	Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1	$	-
366 0607712	Paint Process / Environmental Requirements	1	$	-
367 0601367	Paint, Single Color, Saber PMFD	1	$	2,591.64
	Paint Color, Saber, PMFD - #778 red			
368 0646897	Paint Chassis Frame Assy, E-Coat, Standard	1	$	-
	Paint Color, Frame Assembly, Predefined - Standard Black			
369 0693797	No Paint Required, Aluminum Front Wheels	1	$	(210.10)
370 0687653	Paint, Rear Wheels, Single Axle, Alum-Stl	1	$	204.98
	Paint, Wheels - Black #101			
371 0007230	Compartment, Painted, Spatter Gray	1	$	-
372 0544175	Reflective Band, 2"-4"-2"	1	$	619.66
	Color, Reflect Band - A - d) blue			
	Color, Reflect Band - B - t) gold			
	Color, Reflect Band - C - z) blue			
373 0007356	Reflective across Cab Face	1	$	-
374 0536954	Stripe, Chevron, Rear, Diamond Grade, Pumper	1	$	-
	Color, Rear Chevron DG - fluorescent yellow green			
375 0634721	Stripe, Reflective, Chevron, Cab Doors Interior, Diamond Grade	1	$	172.02
	Color, Reflect Band - A - p) fluorescent yellow green diamond grade			
	Size, Chevron Striping - 04			
	Color, Reflect Chev - A - r) red diamond grade			
376 0033179	Lettering Specifications, Reflective	1	$	-
377 0686160	Lettering, Reflective, 3.00", (21-40)	1	$	(776.34)
	Outline, Lettering - Outline and Shade			
378 0686013	Lettering, Reflective, 6.00", Each	8	$	203.72
	Qty, Lettering - 08			
	Outline, Lettering - Outline and Shade			
379 0655896	Sign Kit, Painted, Holder and Insert, Each	4	$	1,500.75
	Location - TBD			
	Qty, - 04			
	Size - TBD			
380 0695610	Emblem, Reflective, Per Dept. Submittal, Each	4	$	1,069.01
	Qty, - 04			
	Location, Emblem - TBD			
	Size, Dept Seal, Reflect - 16" - 18"			
381 0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1	$	-
	Qty, - 01			
382 0772037	Manual, Chassis Service, USB Flash Drive, Custom	1	$	-
	Qty, - 01			
383 0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom	1	$	-
384 0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	1	$	-
385 0696698	Warranty, Engine, Cummins, 5 Year, WA0181	1	$	-
386 0684952	Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1	$	-
387 0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	1	$	-
388 0610471	Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1	$	-
389 0610485	Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1	$	-
390 0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1	$	-
391 0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	1	$	-
392 0595813	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1	$	-
393 0695416	Warranty, Pierce Camera System, WA0188	1	$	-
394 0647720	Warranty, Pierce LED Strip Lights, WA0203	1	$	-
395 0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1	$	-
396 0685945	Warranty, Transmission Cooler, WA0216	1	$	-
397 0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1	$	-
398 0596025	Warranty, Structure, 10 Year, Body, WA0009	1	$	-
399 0693126	Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1	$	-
400 0639211	Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0248	1	$	-

401 0648675	Warranty, 10 Year S/S Pumbing, WA0035	1	$	-
402 0641372	Warranty, Foam System, Not Available	1	$	-
403 0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1	$	-
404 0595412	Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1	$	-
405 0683627	Certification, Vehicle Stability, CD0156	1	$	-
406 0777618	Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2017,CD0155/CD0158	1	$	-
407 0686786	Certification, Power Steering, CD0098	1	$	-
408 0631980	Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1	$	-
409 0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1	$	-
410 0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1	$	-
411 0631974	Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1	$	-
412 0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1	$	-
413 0631976	Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1	$	-
414 0631971	Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1	$	-
415 0545073	Amp Draw Report, NFPA Current Edition	1	$	-
416 0002758	Amp Draw, NFPA/ULC Radio Allowance	1	$	-
417 0799248	Appleton/Florida BTO	1	$	-
418 0000017	FLORIDA DIVISION BODY	1	$	-
419 0000012	PIERCE CHASSIS	1	$	-
420 0004713	ENGINE, OTHER	1	$	-
421 0046395	EVS 3000 Series TRANSMISSION	1	$	-
422 0020012	HALE PUMP	1	$	-
423 0020009	POLY TANK	1	$	-
424 0028047	NO FOAM SYSTEM	1	$	-
425 0020006	SIDE CONTROL	1	$	-
426 0020007	AKRON VALVES	1	$	-
427 0020015	ABS SYSTEM	1	$	-
428 0658751	Manufacturing Attribute	1	$	-
		Total List:	**$**	**177,900.05**

IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Sales Quote Number: Q186207
Sales Quote Date: 3/4/2019

Customer ID TEN-8
SalesPerson
Email :
Ten-8 Contact Bruce Scott
Email : bscott@ten8fire.com

Sell To :
ESCAMBIA CO. CLERK OF COURT
ACCOUNTS PAYABLE DEPT.
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

Ship To :
ESCAMBIA CO. CLERK OF COURT

7009 PINE FOREST ROAD
PENSACOLA, FL 32526

Payment Terms : NET 30 DAYS

Ship Via : STANDARD DELIVERY

Item No.	Description	Unit	Quantity	Unit Price	Total Price
TFT-AB1ST-NX	BALL INTAKE 5.0" STORZ RIGID X 6.0" FEMALE	EACH	1	1,338.41	1,338.41
AKR-34330005	APOLLO HI RISER,DECK MT,TUBE,TIPS,2,5" DUAL BASE	EACH	1	4,767.60	4,767.60
HAR-HSH-60NH-10	FLEX LITE SUCTION HOSE 6"LHF X 6" RLM X10'	EACH	2	373.68	747.36
KOC-BS60	BARREL STRAINER, 6"	EACH	1	116.20	116.20
FRT	FREIGHT CHARGES	EACH	1	150.00	150.00

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 7,119.57

Subtotal:	**7119.57**
Invoice Discount:	0.00
Total Sales Tax	0.00
Total:	**7,119.57**

This Quote is valid until 04/03/19

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone No. 800-228-8368
Fax No. 941-756-2598

Service Quote

Page 1

No.	SVQ16676
Status	Pending
Order Date	03/18/19
Order Time	10:51:28 AM
Contract No.	

ESCAMBIA CO. CLERK OF COURT
ACCOUNTS PAYABLE DEPT.
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843
Phone No. : 850-595-4840
Email :

Invoice To : ESCAMBIA CO. CLERK OF COURT
PO Number
Equip Id :

Veh. Miles : 0
Veh. Hrs. : 0
Approved :

Vehicle Services

Complaint 1 : 1.INSTALL FIRECOM SYSTEM

Resolution INSTALL FIRECOM TO MATCH JOB # 33112

Service Lines

Type	No.	Description	Qty.	Unit Price	UoM	Amount	Disc. Amt.	Net Amount
Resource	BURNS	INSTALL FIRECOM SYSTEM	1.00	5,900.00	HOUR	5900.00	0.00	5,900.00
				Total		5900.00	0.00	5,900.00

Total Amount	**$**	**5,900.00**
Discount	**$**	**0.00**
Taxes	**$**	**0.00**
Balance Due	**$**	**5,900.00**

EXHIBIT B

WARRANTY

Fire and Rescue Apparatus

One (1) Year Material and Workmanship Basic Apparatus

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions: See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity
Custom Chassis Frame
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Custom Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

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3. BUYER'S EXCLUSIVE REMEDY.

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4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

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3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Graphics Fading and Deterioration

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each graphic lamination shall be free from defects in material, workmanship, fading, and deterioration.
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	One (1) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY

Allison Transmission.

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Dana Holding Corporation
Commercial Vehicle Products Group
Grace Lake Corporate Center
1 Village Center Drive
Van Buren Township, Michigan 48111
www.dana.com

FOR IMMEDIATE RELEASE

5 YEAR WARRANTY FOR YOUR FIRE/RESCUE VEHICLE

Dana Holding Corporation's Commercial Vehicle Systems Group is pleased to announce a change in our standard warranty for fire/rescue vehicles. Starting in 2011, all steer and drive axle applications for fire or rescue vehicles will carry a minimum 5 year / 100,000 mile warranty. Additional 1 and 2 year extended warranty packages are available. (Applicable fees apply) That's a total of 7 years of warranty coverage. Our experience in extended warranty coverage's dates back to the mid 80's. Since then, we have pioneered many new programs designed to deliver warranties, which meet the demands of an ever-changing industry. From our first versions of the on/off-highway coverage's, to our more recent vocational warranties, customization and customer satisfaction, have always been our goals.

For further information and requirements, please go to www.roadranger.com.

24K STEER BEAM NOW AVAILABLE

Dana Holding Corporation is continually working with chassis manufactures to determine needs and how best to offer a solution. The amount of equipment has increased over the years and not all firehouses can accommodate a tandem axle vehicle. We have listened to your requests for a slightly higher front GAWR for single axle vehicles. Dana can now offer a front steer beam with a 5 ¼" drop at 24K GAWR. This will allow chassis manufactures to meet the limited length requirements while still carrying the same amount of equipment.

Please contact your Dana representative for further information

For additional information please contact:

Alan Manzon
Account Manager - Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711
Phone: (734) 629-1141
alan.manzon@dana.com

EATON	The Roadranger System	DANA	Roadranger

Dana Holding Corporation
Commercial Vehicle Products Group
Grace Lake Corporate Center
1 Village Center Drive
Van Buren Township, Michigan 48111
www.dana.com

New for 2011!

Dana Holding Corporation is pleased to announce a change in our standard warranty for fire/rescue vehicles. All steer and drive axles will now come with a 5 year / 100,000 mile warranty. For further information, please go to www.roadranger.com.

Dana Holding Corporation is working with chassis manufactures to supply a 24K front steer beam with a 5 ¼' drop. We have listened to your requests for a slightly higher GAWR for single axle aerials. Not all fire stations can accommodate a long wheel base application. This allows manufactures to meet the limited length requirements for smaller fire houses. Please submit your requests through our website. Please indicate on the application your need for 24K GAWR.

Finally, our drive axles will accommodate simultaneous auxiliary braking. Dana axles are built tough and were design with Telma retarders in mind. Submit your application for single or tandem designation.

Dana Holding Corporation will work with you to provide the best drive train solution with the best warranty in the fire/rescue industry. For additional information please contact:

Alan Manzon
Account Manager - Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711

Phone: (734)629-1141
Cell: (269)312-3220
Alan.manzon@dana.com

Hale, Inc.
607 N.W. 27th Ave.
Ocala, FL 34475-5623

1-800-220-HALE
www.haleproducts.com
www.class1.com

Warranty Statement

Subject to the following general and specific terms and conditions, Hale, Inc. ("Hale") hereby warrants to the original Purchaser* that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions**.

General Terms and Conditions

The following limitations, exclusions, procedures and other terms and conditions shall apply for all Products:

Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly maintained in accordance with Hale's instruction manual and industry standards
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Hale's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Hale or a person authorized by Hale to make such alteration or modification or perform such service or repair
- Hale is not paid the full amount of the purchase price for Product when due

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provide or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Hale
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, product or equipment.

Hale shall have no obligation under any Warranty unless Purchaser or its customer promptly notifies Hale of the failure giving rise to the Warranty claim, such notice is received by Hale within the applicable Warranty Period, and Hale is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Hale may reasonable request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

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* *The "Purchaser" is the original purchaser from Hale, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.*

Hale reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned Products for Warranty replacements.

Hale shall have the right to physically inspect Product claimed to be defective. If requested by Hale, Purchaser shall deliver the Product claimed to be defective to Hale at its manufacturing facility or to another party or location designated by Hale. In such event, Hale shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Hale within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Hale. Failure to make timely delivery to Hale of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping changes in connection with the delivery of Product claimed to be defective to Hale at its manufacturing facility or to another party or location designated by Hale and the delivery of repaired or replacement Product or parts to Purchaser. Product claimed to be defective must be shipped by Purchaser freight prepaid. Repaired and replacement Product and parts therefore will be shipped to Purchaser freight collect. Purchaser shall bear all risk of loss or damage during shipment.

If requested to do so by Purchaser, Hale may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Hale ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Hale at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Hale ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Hale determines that the Product is repairable, have the Product repaired by Hale or another party designated by it on a time and materials basis at Hale's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

HALE'S WARRANTY AS SET FORTH HEREIN IS HALE'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST HALE. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS PROVIDED HEREIN, HALE SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL HALE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF HALE IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.

HALE, INC.			
Product Specific Warranty Terms and Conditions (January 1, 2013)			
Product *		**Warranty Period**	**Warranty Coverage ****
Pumps Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Fire Service Applications (non-Marine)	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship.
			At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Hale at original purchaser's request at time of order.
			Under Standard Warranty, Hale will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period .
			Under Extended Warranty (if purchased by original Purchaser), Hale will cover parts and labor for the full Warranty Period.
			When labor is covered, Service Provider will be reimbursed at Hale's then current standard labor hours and rates for labor to make repair (if not repaired by Hale) and to remove defective Product and re-install repaired or replacement Product. Hale's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Hale's then current mileage reimbursement rate.
	Marine, Refueller and Other Applications	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours .	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Engine Driven Units ***	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included, but any other labor (including removal and re-installation) and mileage are excluded. Service Provider will be reimbursed at Hale's then current standard labor hours and rates for labor to make repair (if not repaired by Hale). Hale's written authorization of repair estimate is required prior to performance of repair work.
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

HALE, INC. Product Specific Warranty Terms and Conditions (January 1, 2013)			
Product *		**Warranty Period**	**Warranty Coverage ****
Pump Modules Pump Body Weldments, Stainless Manifolds, and Fabricated Panels		10 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Hale determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included.
			Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA complaint and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
Foam CAFS Systems, FoamLogix Proportioners, and EZ Fill		1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pump Repair & Replacement Parts		90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pressure Gauges		3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Plumbing		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Valves	SVS "Torrent" Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

* *When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage.*

** *For each Product, Hale will have the option to refund to Purchaser (in cash or by credit) the purchase price Hale was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Hale in its sole discretion.*

*** *All engine related service, performance and warranty issues will be handled by the engine OEM or their local distributor.*

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Stainless Steel Piping
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: See Also Paragraphs 2 thru 4	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

MERITOR WABCO

Safety Strong. Efficiency Smart.

Warranty
Model Year 2018 Vehicles

SIMPLER IS BETTER

Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

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How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

Heavy Service Vehicles

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

Heavy Service Typically Is

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile

Meritor WABCO Components[1]

ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	3/300/P&L
Roll Stability Control (RSC)	3/300/P&L
Air Dryers (ALL)	1/100/P&L
Leveling Valves	1/100/P&L
Air Brake Valves	1/100/P&L
Emission Valves (SCR)	2/200/P&L
Clutch Controls	2/200/P&L
Air Compressors (ALL)[2]	1/100/P&L
OnGuard™	3/300/P&L
OnGuardACTIVE™	3/300/P&L
OnLane™ Lane Departure Warning	3/300/P&L
Blind Spot Detection	3/300/P&L
OptiRide™	2/200/P&L
Trailer Roll Stability Support (RSS)	3/300/P&L
Trailer Control Line Filter[3]	1/100/P&L
Trailer ABS Valve[3]	3/300/P&L

[1] WABCO and Meritor WABCO branded components.
[2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by Meritor WABCO. Please contact your respective dealer/distributor of those engines for warranty and servicing.
[3] An extended warranty of 4/400/P will be applied when a Meritor WABCO Trailer Control Line Filter is used in combination with a Meritor WABCO Trailer ABS valve.

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All

The cost of any repairs, replacements or adjustments to a covered product due to the following: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, (b) damaged threads, (c) cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (d) damaged sensors from removal when seized in block, or associated with sensor adjustments/ alignments, and (e) damage resulting from the use or installation of non-genuine Meritor WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or Meritor WABCO name plate, serial numbers or label identifying the device as a Meritor WABCO product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination out of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

Air Dryers

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

Air System Components

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, Electronic Stability Control (ESC), Roll Stability Control (RSC), OptiRide™, OnGuard™ and OnLane™, collectively "Electronics"

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues.

Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

Hydraulic Components

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

Coverage Limitations

Product Description

All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX™ Software

Proper diagnostics of Meritor WABCO Electronics may require the latest version of TOOLBOX™. Additional labor due to use of an outdated version of TOOLBOX™. TOOLBOX™ software, and/or the time to purchase or install latest version of TOOLBOX™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor WABCO Vehicle Control Systems warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede Meritor WABCO's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the Meritor WABCO warranty has not expired under the terms stated above, the Meritor WABCO warranty would be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized Meritor WABCO service location and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor WABCO through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor WABCO directly. Failure to notify Meritor WABCO of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor WABCO as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor WABCO or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor WABCO's warranty requires that the application of products be properly approved pursuant to OEM and Meritor WABCO, approvals.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
In addition to the items listed on page 7, this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor WABCO, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by Meritor WABCO.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor WABCO's option. Meritor WABCO reserves the right to require that all applicable covered components are available and/or returned to Meritor WABCO for review and evaluation.

(6) DISCLAIMER OF WARRANTY.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SOME STATES LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(7) LIMITATION OF REMEDIES.
IN NO EVENT SHALL MERITOR WABCO BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TOWING, DOWNTIME, LOST PRODUCTIVITY, CARGO DAMAGE, TAXES, LOST PROFITS, COSTS OF PROCUREMENT OF A SUBSTITUTE COMPONENT OR ANY OTHER LOSSES OR COSTS RESULTING FROM A COVERED COMPONENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(8) TIME LIMIT ON COMMENCING LEGAL ACTION.
ANY LEGAL ACTION OR CLAIM ARISING FROM OR RELATED TO THIS WARRANTY, IN CONTRACT OR OTHERWISE, MUST BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THAT CAUSE OF ACTION, OR BE BARRED FOREVER.

(9) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor WABCO or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor WABCO service location. The dealer will inspect the vehicle and contact Meritor WABCO for an evaluation of the claim. When authorized by Meritor WABCO, the dealer will repair or replace during the term of this warranty any defective Meritor WABCO component covered by this warranty.

(10) Entire Agreement.
This is the entire agreement between Meritor WABCO and the Owner about warranty and no Meritor, Meritor WABCO employee, or dealer is authorized to make any additional warranty on behalf of Meritor WABCO unless in writing and signed by an authorized representative of Meritor WABCO.

For more information on Meritor WABCO Warranty, call our OnTrac Customer Service team at 866-OnTrac1 (866-668-7221) or visit meritorwabco.com.

Litho in USA. Revised 06/17.
SP-1375 (47865/11900)
Meritor WABCO Vehicle Control Systems
2135 West Maple Road, Troy, Michigan 48084, USA
Phone: 866-ONTRAC1 (866-668-7221) Fax: 248-435-8002

meritorwabco.com

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Meritor WABCO Vehicle Control Systems is a joint venture of Meritor™ and WABCO

TRW COMMERCIAL STEERING SYSTEMS
800 HEATH STREET
LAFAYETTE, INDIANA 47904

PRODUCT WARRANTY

I. **WARRANTY**: The Commercial Steering Systems group of TRW, Inc., hereinafter referred to as "CSS", warrants that each new product supplied by CSS to its customer, when properly installed, used and maintained, shall be free from defect in material and workmanship for the period specified below:

(A) CSS Product installed in **New On-highway Motor Vehicle**:

Within twelve (12) months after date of delivery of such vehicle to the original retail purchaser, or before such vehicle has been driven one hundred thousand (100,000) miles, whichever event shall first occur.

(B) CSS Product installed in **New Agricultural, Turf, Industrial, or Construction Vehicles and Related Equipment**:

Within twelve (12) months after date of delivery of such vehicle/equipment to the original retail purchaser or before such vehicle/equipment has been operated for two thousand (2000) hours or fifty thousand (50,000) miles, whichever occurs first.

(C) CSS Product installed in **New End Product, Not Specifically Mentioned in Classifications (A) or (B) Above and All Other Off-Highway/Severe Applications**:
Within six (6) months after date of delivery of the original equipment manufacturer's end product to the original retail purchaser.

II. **REMEDY**: Customer's sole remedy under the foregoing warranty is limited to correction by means of repair, replacement or issuance of credit, at the option of CSS, of any product which is:

(A) Returned to CSS within the specified warranty time period, with prior notice to, and the written consent of, CSS, with transportation and handling charges prepaid, together with a statement describing the alleged defect, the part number, model number and application, and mileage or hours of use of such product; and

(B) Upon examination, determined by CSS not to conform to the warranty.

III. Any product which is repaired or replaced under this warranty will be returned to customer prepaid. Disposition of any product determined not to be covered by this warranty will be at the customer's expense.

IV. CSS will not be liable for any repairs, replacements, or adjustments to any product or any cost of labor performed by or at the request of customer without the express prior written consent of CSS.

V. **EXCEPTIONS**: The provision of this warranty shall not apply to any CSS product which is used for a purpose for which it is not designed, or which shall have been repaired or altered in any way, or which has been subject to misuse, negligence or accident, neglect of normal maintenance services, so as, in the judgement of CSS to adversely affect its performance and reliability. In no case will the CSS warranty exceed the standard published warranty of its customer in terms of time and/or distance. In all events, the CSS warranty will expire thirty (30) months after the date of manufacture as stamped on the Product. In the case of hydraulic equipment, operation with unapproved fluid or temperatures voids this warranty.

VI. **EXCLUSION OF ALL OTHER REMEDIES AND LIMITATION OF LIABILITY**: Customer's sole and exclusive remedy under the foregoing warranty shall be for the repair, replacement or issuance of credit with respect to a defective product, as set forth and described above. Other provisions hereof notwithstanding, CSS shall not be liable to Customer, or any successor in interest, beneficiary or assignee of Customer, based upon any claim against CSS, whether in contract, warranty, negligence, strict liability, indemnity or otherwise, for any special, consequential, incidental or other damages relating in any way to the design, manufacture, sale, installation or other use of any product purchased from CSS.

VII. **EXCLUSION OF ALL OTHER WARRANTIES: THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY BY CSS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.
Warranty Begins:	The date of delivery to the first retail purchaser.
Warranty Period Ends After:	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty. This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner. Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission. Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization. Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Effective 1 August, 2009

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products though alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued on back

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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Effective March 15, 2010

AMDOR
SPECIALTY ROLL-UP DOORS

AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION

Warranty:

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is $ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of $ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.

2./ Corrosion of the substrate due to paint system failure.

3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.

2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.

3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.

4./ Scratches, chips, abrasions, or dents from any source.

This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.
Warranty Begins:	The date of delivery.
Warranty Period Ends After:	Fifty - Four (54) months
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

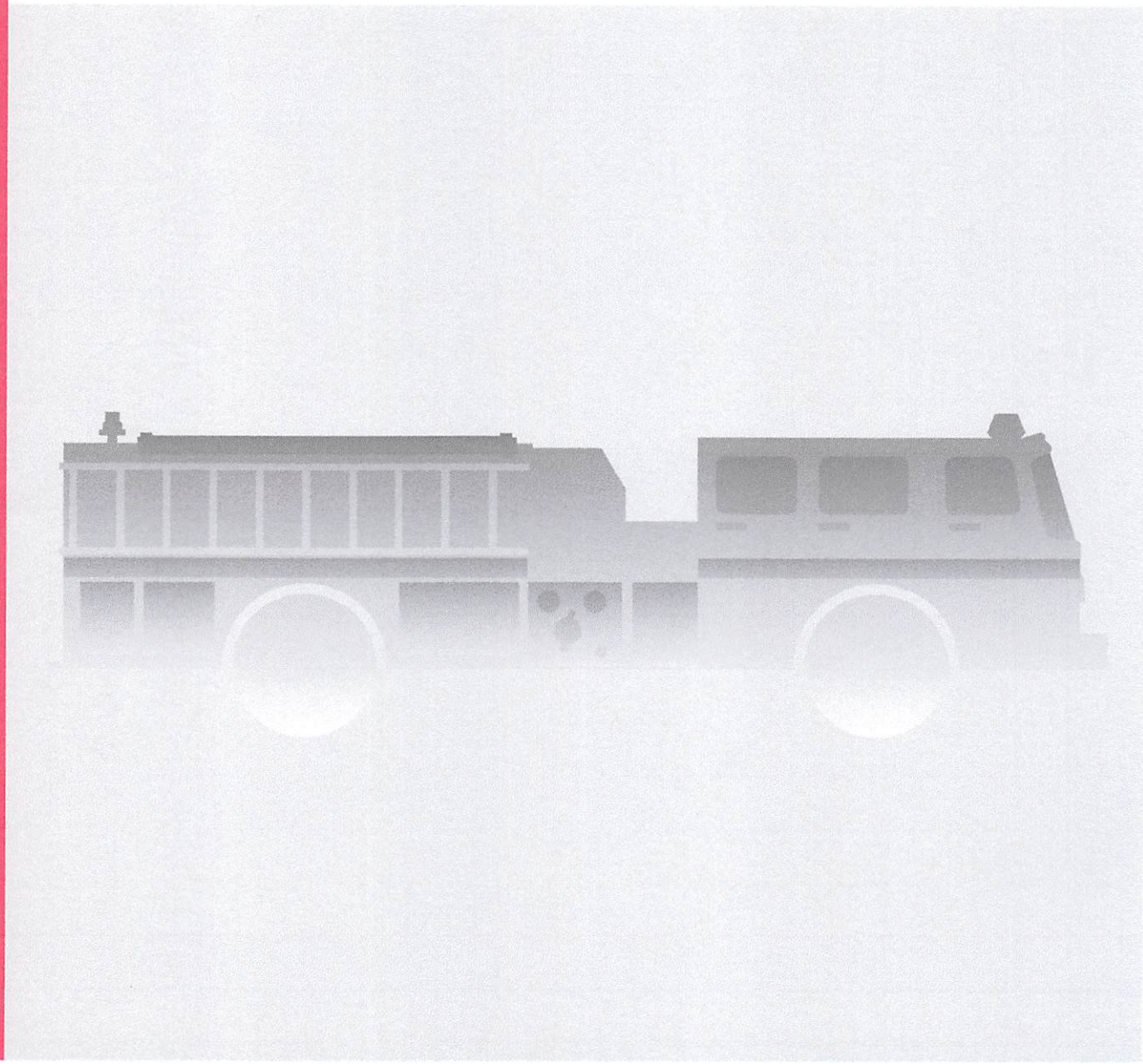
4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

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EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire Equipment, Inc., a Florida corporation ("Company") and Customer (as defined in Ten-8 Fire Equipment, Inc.'s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire Equipment, Inc. will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

IN SERVICE TO SERVE YOU

Equipment Proposal

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire Equipment, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: March 18, 2019 ("Proposal Date") **Customer:** Escambia County Fire Rescue ("Customer")

Customer Address: 6575 North W Street, Pensacola, FL 32505

Quantity	Product Description & Options	Price
1	**Pierce Saber FR Squad Engine,based on National Purchasing Partners DBA**	**$376,067.00**
	NPPGov GPO Contract 1420 SPec 2.1 List Price $591386.29	**$0.00**
	Dealer Supplied Equipment	**$14,519.57**
	Customer Specified Options per bid 944	**$210,581.20**
	Additional Dealer and Manufacturer Discount	**($72,371.00)**
	Purchase Price:	**$528,795.79**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 9 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Pricing includes GPO contract access fee

Unless accepted within 45 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Escambia County Fire Rescue

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire Equipment, Inc.

By: Rob McAtee

Title: **Authorized Sales Representative**

Print: **Rob McAtee 850-276-3247**

Date: **March 18, 2019**

EXHIBIT A

PROPOSAL OPTION LIST

Proposal Option List

3/14/2019

Customer:	Escambia County Fire Rescue	**Bid Number:**	944
Representative	McAtee, Rob	**Job Number:**	
Organization:	Ten-8 Fire Equipment, Inc	**Number of Units:**	2
Requirements Manager:		**Bid Date:**	05-01-2019
Description:	Escambia Conventional Squad Engine	**Stock Number:**	
Body:	Pumper, Long, Aluminum, 2nd Gen, Saber/Commercial	**Price Level:**	38 (Current: 38)
Chassis:	Saber FR Chassis		

Line	Option	Type	Option Description	Qty	Price
1	0074080		Build-to-Order, Pierce Florida Product - 2nd Gen Pumper	1 $	-
2	0766611		Boiler Plates, Pumper Fire Department/Customer - Panama City Fire Department Operating/In conjunction W-Service Center - Operating Miles - 75 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Ten-8 Fire Equipment Delivery - Delivery representative Dealership/Sales Organization, Service - Ten-8 Fire Equipment	1 $	-
3	0661794		Single Source Compliance	1 $	-
4	0584455		Manufacture Location, Bradenton, Florida	1 $	-
5	0584453		RFP Location: Bradenton, Florida	1 $	-
6	0588609		Vehicle Destination, US	1 $	-
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1 $	-
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1 $	-
9	0588611		Vehicle Certification, Pumper	1 $	-
10	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1 $	-
11	0799172		FLEET CUSTOMER	1 $	-
12	0537375		Unit of Measure, US Gallons	1 $	-
13	0030006		Bid Bond Not Requested	1 $	-
14	0540326		Performance Bond, Not Requested	1 $	-
15	0000007		Approval Drawing	1 $	-
16	0002928		Electrical Diagrams	1 $	-
17	0632451		Saber FR Chassis	1 $	-
18	0629024		Chassis Discount, Saber FR	1 $	-
19	0000110		Wheelbase Wheelbase - 207.50"	1 $	-
20	0000070		GVW Rating GVW rating - 45,000	1 $	-
21	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1 $	-
22	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1 $	3,411.06
23	0637911		Axle, Front, Dana, D-2000F, 20,000 lb Saber FR/Enforcer	1 $	-
24	0637913		Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer	1 $	-
25	0000321		Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer	1 $	-
26	0000322		Oil Seals, Front Axle	1 $	-
27	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1 $	-
28	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1 $	2,649.79
29	0530459		Axle, Rear, Meritor RS25-160, 27,000 lb, Saber/Enforcer	1 $	270.38
30	0544253		Top Speed of Vehicle, 68 MPH	1 $	-
31	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1 $	3,116.26
32	0000485		Oil Seals, Rear Axle	1 $	-
33	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1 $	-
34	0654792		Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Single	1 $	1,031.01
35	0568081		Tire Balancing, Counteract Beads	1 $	-
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1 $	-

		Qty, Tire Pressure Ind - 6			
37 0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1	$	-
38 0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1	$	-
39 0057936		Covers, Lug Nut, Chrome	1	$	132.84
40 0002045		Mud Flaps, w/logo front & rear	1	$	-
41 0544802		Chocks, Wheel, SAC-44-E, Folding	1	$	-
		Qty, Pair - 01			
42 0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1	$	-
		Qty, Pair - 01			
		Location, Wheel Chocks - Left Side Rear Compt			
43 0010670		ABS Wabco Brake System, Single rear axle	1	$	-
44 0690932		Brakes, Bendix, ADB22X, 17" Disc, Front	1	$	-
45 0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1	$	-
46 0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1	$	-
47 0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1	$	-
48 0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1	$	-
49 0000790		Brake Lines, Nylon	1	$	-
50 0000854		Air Inlet, w/Disconnect Coupling	1	$	-
		Location, Air Coupling(s) - a) DS Step Well, Forward			
		Qty, Air Coupling (s) - 1			
51 0642325		Outlet, Air, with shut off valve, Milton "M" Fittings	1	$	352.93
		Location, Air Coupling(s) - h) DS Pump Panel			
		Qty, Air Coupling (s) - 1			
52 0011835		Guard, U-Bolt over "Parking Brake" Knob	1	$	59.52
		Qty, - 01			
		Location, driver's/passenger's/center - passenger's			
53 0630456		Valve, 2nd Parking Brake Control, Officer side, Saber FR/Enforcer	1	$	365.68
54 0795472		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, Saber FR/Enforcer	1	$	12,883.74
55 0001244		High Idle w/Electronic Engine, Custom	1	$	-
56 0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1	$	-
		Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo			
57 0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1	$	-
58 0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1	$	-
59 0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1	$	-
60 0788765		Radiator, Saber FR/Enforcer	1	$	-
61 0001090		Cooling Hoses, Rubber	1	$	-
62 0001125		Fuel Tank, 65 Gallon, Left Side Fill	1	$	-
63 0001129		Lines, Fuel	1	$	-
64 0662965		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1	$	216.69
65 0552793		Not Required, Fuel Priming Pump	1	$	-
66 0552712		Not Required, Shutoff Valve, Fuel Line	1	$	-
67 0699437		Cooler, Chassis Fuel, Not Req'd.	1	$	-
68 0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1	$	-
69 0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1	$	-
70 0684459		Transmission Oil Cooler, Modine, External	1	$	-
71 0001370		Driveline, Spicer 1710	1	$	-
72 0637248		Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1	$	1,012.29
73 0509229		Steering Wheel, 2 Spoke	1	$	-
74 0690274		Logo/Emblem, on Dash	1	$	-
		Text, Row (1) One - Escambia			
		Text, Row (2) Two - County			
		Text, Row (3) Three - Fire Rescue			
75 0606441		Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer	1	$	1,903.39
76 0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1	$	396.22
		Grating, Bumper extension - Grating, Rubber			
		Capacity, Bumper Tray - 20) 125' of 1.75"			
77 0763864	SP	Hose Restraint, Bumper Tray, 2" Nylon Webbing, Seat Belt Buckles	1	$	291.96

		Type of fastener - seat belt buckle			
78	0614646	No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1	$	-
79	0002270	Tow Hooks, Chrome	1	$	-
80	0698960	Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1	$	466.95
81	0632360	Cab, Saber FR, 7010	1	$	8,236.99
82	0647919	Engine Tunnel, ISL, Saber FR/Enforcer	1	$	-
83	0610508	Rear Wall, Interior, Adjustable Seating, Not Available	1	$	-
84	0632103	Rear Wall, Exterior, Cab, Saber FR/Enforcer	1	$	229.82
		Material, Exterior Rear Wall - Aluminum Treadplate			
85	0639727	Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1	$	190.44
86	0754567	Grille, Bright Finished Enforcer, Front of Cab, Saber FR	1	$	1,757.43
87	0002224	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1	$	766.52
		Material Trim/Scuffplate - c) S/S, Polished			
88	0647932	Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1	$	-
89	0087357	Molding, Chrome on Side of Cab	1	$	-
90	0521669	Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1	$	971.53
91	0648170	Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1	$	-
		Key Model, Cab Doors - 751			
92	0655543	Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1	$	-
93	0528958	Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1	$	-
94	0638310	Steps, 4-Door Cab, Saber FR/Enforcer	1	$	234.75
		Step Well Material - Aluminum Treadplate			
95	0770213	Handrail, Exterior, Brey-Krause, 24" Formed, S/S, Coat Hook, 4-Door Cab	1	$	319.56
96	0634786	Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts	1	$	98.97
97	0002141	Fenders, s/s on cab - Saber/Enforcer	1	$	842.43
98	0042105	No Windows, Side of Crew Cab	1	$	(309.49)
99	0012090	Not Required, Windows, Front/Side of raised roof	1	$	-
100	0779033	Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1	$	-
101	0651515	Window Protector Bars, Knurled, Crew Doors, 2" Above Window Sill Plate	1	$	312.90
102	0786279	Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1	$	161.43
103	0786294	Window Tint, Upper Crew Cab Door, Left Side, Privacy Dark Gray	1	$	60.49
104	0786290	Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1	$	161.43
105	0786286	Window Tint, Upper Crew Cab Door, Right Side, Privacy Dark Gray	1	$	60.49
106	0766746 SP	Compt, Storage, Transverse Crew Cab, Double Pan, D/A Int Dr, 70" SFR/Enf	1	$	2,652.90
		Light, Short Transverse Compt - Pierce, Horizontal			
		Finish, Exterior Cab Compt - Spatter Gray			
		Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking			
		Door, Exterior Stop - 2-Cable			
107	0607217	Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1	$	450.82
		Mounting Provision Spacing - .75"			
		Material Finish, Cab Interior - Painted			
108	0777381 SP	Cab Interior,Turnout Tuff Headliner,SMOOTH Durabak,Dash/Eng Tunnel/Rear Wall,SFR	1	$	4,507.68
		Color, Cab Interior Vinyl/Fabric - c) Black			
		Color, Durabak Coating - Smooth Black			
109	0012430	Cab Interior, paint color	1	$	-
		Color, Cab Interior Paint - i) fire smoke gray			
110	0052100	Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1	$	-
111	0644195	Heater/Defroster, Saber FR/Enforcer	1	$	-
112	0644194	Air Conditioning, Saber FR/Enforcer	1	$	-
113	0639675	Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1	$	-
		Sun Visor Retention - No Retention			
114	0634328	Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1	$	-
115	0583938	Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1	$	193.21
		Qty, - 01			
116	0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1	$	-
117	0687169	Map Box, 34"W x 12.5"H x 12"D, Two (2) Drop Doors	1	$	678.14
		Z Size, High -			

118 0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis Qty, - 1 Location, Map Box/Straps - Final Inspection	•	1 $	498.05
119 0583039		Not Required, Side Roll and Frontal Impact Protection		1 $	-
120 0622618		Seating Capacity, 5 Seats		1 $	-
121 0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer		1 $	1,081.72
122 0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer		1 $	123.96
123 0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer		1 $	-
124 0763653	SP	Cabinet, Rear Facing, LS, 23 W x 40 H x 26.75 D, 2" Web, Strap, SFR/Enf Light, Short Cabinet - ROM, Interior, Left Side Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Louvers, Cabinet - 0-No Louvers		1 $	2,016.00
125 0102783		Not Required, Seat, Rr Facing C/C, Center		1 $	-
126 0766747	SP	Cabinet, Rear Facing, RS, 22 W x 43 H x 26.75 D, 2" Web, Pull Strap, SFR/Enf Light, Short Cabinet - Pierce, Interior, Right Side Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Louvers, Cabinet - 0-No Louvers		1 $	2,029.98
127 0108189		Not Required, Seat, Forward Facing C/C, DS Outboard		1 $	-
128 0758776	SP	Seat, Forward Facing C/C, Center, (3) Pierce PSV, SCBA, Foldup, Saber FR/Enf		1 $	1,652.03
129 0108190		Not Required, Seat, Forward Facing C/C, PS Outboard		1 $	-
130 0766467		Upholstery, Seats In Cab, All Endure Vinyl, CARE Color, Cab Interior Vinyl/Fabric - a) Silver/Gray Qty, - 05		5 $	382.33
131 0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 04		4 $	3,261.67
132 0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red		1 $	-
133 0602464		Helmet Storage, Provided by Fire Department, NFPA 2016		1 $	-
134 0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch		1 $	-
135 0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification		1 $	-
136 0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer Emergency Switching - E-Master Only		1 $	-
137 0002544		Air Restriction Indicator - Pierce Chassis		1 $	-
138 0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm		1 $	61.40
139 0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR		1 $	-
140 0754774		Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber		1 $	-
141 0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer		1 $	-
142 0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 02 12vdc power from - Ignition power Wire termination - Butt Splice Location, Spare Wiring - Officer Dash		2 $	212.89
143 0548006		Wiring, Spare, 15 A 12V DC 2nd Qty, - 02 12vdc power from - Ignition power Wire termination - 15 amp power point plug Location - TBD		2 $	316.55
144 0548046		Wiring, Spare, 60A 12V DC 1st Qty, - 01 12vdc power from - Battery switched		1 $	158.28

	Wire termination - Stud Location - TBD			
145 0548007	Wiring, Spare, 15 A 12V DC 3rd Qty, - 01 12vdc power from - Ignition power Wire termination - 15 amp power point plug Location - TBD	1	$	158.28
146 0797189	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st Qty, - 01 12vdc power from - Battery switched Location - TBD	1	$	280.67
147 0787001	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 2nd Qty, - 01 12vdc power from - Battery switched Location - TBD	1	$	280.67
148 0763646	Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf System Of Measurement - US Customary	1	$	-
149 0610240	Vehicle Data Recorder w/Seat Belt Monitor	1	$	-
150 0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1	$	144.77
151 0653533	Camera, Pierce, 7" LCD, Rear Camera Only Location, Camera Monitor - Driver Side Tunnel	1	$	946.11
152 0624249	Electrical Power/Signal Protection & Control, Saber FR	1	$	-
153 0624260	Electrical System, Saber FR	1	$	-
154 0079166	Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1	$	-
155 0008621	Battery System, Single Start, All Custom Chassis	1	$	-
156 0002698	Battery Compartment, Saber/Enforcer	1	$	-
157 0531594	Charger, Sngl Sys, Kussmaul, 4000, 091-89-12	1	$	1,991.60
158 0012782	Location, Charger, Front Left Side Body Compartment Location, Battery Chrgr/Cmpr - High On Left Wall	1	$	-
159 0530949	Location, Bat Chrg Ind, Driver's Seat Riser	1	$	101.83
160 0016837	Shoreline, 20A 120V, Straight Blade NEMA 5-20 Qty, - 01 Connection, Shoreline - to the Kussmaul system	1	$	337.93
161 0020168	Shoreline Cab Loc, Cab, Saber FR Location, Shoreline(s) - DS Cab Side	1	$	101.65
162 0658019	Alternator, 360 amp, Niehoff C531/C537	1	$	2,633.74
163 0644176	Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1	$	-
164 0766233	Headlights, Rect LED, Truck-Lite, AXT/DCF/Enf/Imp/Sab/Vel	1	$	1,782.68
165 0775055	Light, Directional, Wln C6T* LED Arrow, Common Bzl, Above Headlts, Sab/Enf Color, Lens, LED's - Clear	1	$	764.86
166 0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1	$	-
167 0647802	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1	$	-
168 0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1	$	-
169 0627282	Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1	$	-
170 0773253	Lights, Tail, Wln C6BTT* Red Stop/Tail, C6T* Amb Dir For Housing Color, Lens, LED's - Clear	1	$	297.81
171 0768260	Lights, Backup, Wln C6BU, LED for Wln PLASC*V 3 & 4 housing	1	$	728.97
172 0664481	Bracket, License Plate & Light, P25 LED	1	$	-
173 0768261	Bezels, Wln, (2) PLASC4V, For Mtg (4) C6 Lts	1	$	639.74
174 0589905	Alarm, Back-up Warning, PRECO 1040	1	$	-
175 0626588	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr Z location -	1	$	(229.40)
176 0617901	Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1	$	-
177 0626579	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1	$	-

178 0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1	$	-
179 0709438		Light, Walking Surf, FRP Flood, LED	1	$	-
180 0640941		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd Location, Lights - one (1) passenger of the cab between the front and crew cab Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - e) Pump Operators Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	2	$	4,310.32
181 0640991		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st Location, Lights - one (1) driver of the cab between the front and crew cab doors Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	2	$	4,024.66
182 0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS Scene Light Optics - Flood/Spot	1	$	2,090.73
183 0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1	$	(317.11)
184 0645869		Lights, Hose Bed, Sides, Wln 01-066D068-00 Blk Trim LED, 1.87" 4lts Control, Hose Bed Lts - Cup Switch At Rear	1	$	615.33
185 0645682		Lights, Rear Scene, Wln, M9LZC LED, 30" - 102" High Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear	1	$	1,339.88
186 0645683		Lights, Rear Scene, Wln, M9LZC LED Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS and Cup Switch At Rear SS Location, Scene Lights - Each Side Rear Body, High, 2lts	2	$	1,641.90
187 0693714		Pumper, Long, Aluminum, 2nd Gen, Saber/Commercial	1	$	4,799.09
188 0632361		No Additional Florida Discount - w/Saber FR Chassis	1	$	-
189 0554271		Body Skirt Height, 20"	1	$	-
190 0504288		Tank, Water, 750 Gallon, Poly, Pumper Long, Full Depth Compartments	1	$	1,003.63
191 0003405		Overflow, 4.00" Water Tank, Poly	1	$	-
192 0028104		Foam Cell Required	1	$	-
193 0084432		Modified Poly Tank, Ext'd Over Rear Compt	1	$	673.94
194 0553729		Not Required, Restraint, Water Tank, Heavy Duty	1	$	-
195 0003429		Not Required, Direct Tank Fill	1	$	-
196 0003424		Not Required, Dump Valve	1	$	-
197 0048710		Not Required, Jet Assist	1	$	-
198 0030007		Not Required, Dump Valve Chute	1	$	-
199 0514778		Not Required, Switch, Tank Dump Master	1	$	-
200 0689065		Hose Bed, Aluminum, Saber/Commercial	1	$	-
201 0003481		Hose Bed Capacity, Special Capacity, Hosebed - 400' x 2.5" // 300' x 3" // 1000' x 5"	1	$	-
202 0083488		Divider, Hose Bed, .25" Unpainted Qty, Hosebed Dividers - 2	2	$	777.62
203 0584344	SP	Cover, Hose Bed, Alum Treadplate, Full Length, Dome Access, Four Section	1	$	5,996.52
204 0505155		Flap, Rear of Alum Hose Bed Cover, Two Piece, Vinyl Color, Vinyl Cover - a) red	1	$	575.82
205 0037034		Lettering, Hose Bed Cover, Non-Reflective Vinyl, Rear Flap Color, Lettering - a) white	8	$	174.26

	Qty, Lettering - 08			
	Size, Non-Ref Letter Mat - d) 8.00"			
	Lettering, Hosebed - TBD			
206 0013512	Running Boards, 12.75" Deep	1	$	-
207 0689412	Tailboard, 16" Deep, Full Width, Extended Substructure	1	$	1,359.00
208 0690027	Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1	$	-
209 0003531	Tow Bar, Under Tailboard	1	$	-
210 0590926	Hose Restraint, Running Board, Velcro Straps	2	$	276.13
	Location, Hose Tray, Running Board - a) both sides			
	Qty, Tray, Hose - 2			
211 0024110	Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose	2	$	1,129.41
	Location, Hose Tray, Running Board - a) both sides			
	Qty, Tray, Hose - 2			
212 0003561	Construction, Compt, Alum, Pumper	1	$	-
213 0594011	LS 171" Rollup, Full Height & Depth Front & Rear	1	$	6,272.91
214 0594008	RS 171" Rollup, Full Height & Depth Front & Rear	1	$	11,806.29
215 0594005	Doors, Rollup, Amdor, Side Compartments	6	$	419.27
	Qty, Door Accessory - 06			
	Color, Roll-up Door - AMDOR Painted to Match Lower Body			
	Latch, Roll-up Door - Non-Locking Liftbar			
216 0098470	Compt, Flush Rear, Rollup, 30.75" FF, 25.88" Deep	1	$	529.42
217 0594003	Door, Amdor, Rollup, Rear Compartment	1	$	(136.58)
	Color, Roll-up Door - AMDOR Satin Aluminum			
	Latch, Roll-up Door - Non-Locking Liftbar			
218 0554995	No Body Modification Required	1	$	-
219 0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7	$	-
	Qty, - 07			
	Location, Compartment Lights - All Body Compts			
220 0586655	171" Hatch, 28" Width, (2) Liftup, Pumper	2	$	8,373.30
	Location, Hatch Compt - Both Sides			
	Qty, Hatch Compt - 2			
221 0613718	Access Door, Cargo Compt, LS, Spring Hinged, Vert Hinged	1	$	403.82
	Door, Material & Finish, Storage - Aluminum Treaplate			
	Hinge, Location - Forward			
222 0709477	Access Door, Cargo Compt, RS, Spring Hinged, Vert Hinged	1	$	403.82
	Door, Material & Finish, Storage - Aluminum Treaplate			
	Hinge, Location - Forward			
223 0687146	Shelf Tracks, Painted	5	$	712.82
	Qty, Shelf Track - 05			
	Location, Shelf Track - LS1, LS3, RS2, RS3 and B1			
224 0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	8	$	1,703.37
	Qty, Shelf - 08			
	Material Finish, Shelf - Painted - Spatter Gray			
	Location, Shelves/Trays, Predefined - RS2-Centered, RS3-Lower Third, RS3-			
225 0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	2	$	1,789.69
	Qty, - 02			
	Location, Tray Slide-Out, Floor Mounted - LS1 and B1			
	Material Finish, Tray - Painted - Spatter Gray			
226 0540317	Toolboard, Swing-out, Alum, .188", Peg Board	1	$	972.03
	Qty - 1			
	Location, Pivot - Front			
	Mounting, Toolboard - Stationary			
	Hole Diameter, Pegboard/Toolboard - .281" diameter			
	Finish, Pegboard/Toolboard - Painted - Spatter Gray			
	Location, Toolboard - LS2			
227 0709346	Toolboard, Slide-out, Alum, .188", Peg Board, Predefined Locations	3	$	3,654.84
	Qty, - 03			

		Mounting, Toolboard - Stationary			
		Hole Diameter, Pegboard/Toolboard - .281" diameter			
		Finish, Pegboard/Toolboard - Painted - Spatter Gray			
		Location, Partition/Toolboard, Predefined - LS3- 10.00" From Forward Door			
228 0600281		Partition, Vertical Compartment, Predefined Locations	1	$	274.02
		Qty, Partition - 01			
		Location, Partition/Toolboard, Predefined - B1- 18.00" From Left Door Frame			
		Material Finish, Partition - Painted - Spatter Gray			
229 0004016		Rub Rail, Aluminum Extruded, Side of Body	1	$	-
230 0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1	$	-
		Material Finish, Fender Liner - Painted			
231 0519849		Not Required, Hose, Hard Suction	1	$	-
232 0626229		Handrails, Side Pump Panels, Per Print	1	$	-
233 0004126		Handrails, Beavertail, Standard	1	$	(0.00)
234 0004146		Handrail, Rear, Below Hose Bed, Full Width	1	$	-
235 0657522		Compt, Air Bottle, Triple, Fender Panel	3	$	2,980.78
		Qty, Air Bottle Comp - 3			
		Door Finish, Fender Compt - Polished			
		Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS Rear			
		Latch, Air Bottle Compt - Flush Lift & Turn			
		Insert, Air Bottle Compt - Rubber Matting			
236 0654143		Compt, Air Bottle, Single, Common Triple Door (DEF/Fuel), Fender Panel	1	$	993.59
		Door Finish, Fender Compt - Polished			
		Latch, Air Bottle Compt - Flush Lift & Turn			
		Insert, Air Bottle Compt - Rubber Matting			
237 0004264		Ladder, 24' Alco-Lite PEL-24 2 Sect	1	$	-
238 0004266		Ladder, 14' Alco-Lite, PRL-14, Roof	1	$	-
239 0753569	SP	Ladder Storage, Thru-Tunnel, Horizontal, 171"/184" Body	1	$	9,545.59
		Door, Material & Finish, Ladder Storage - a) aluminum treadplate			
		Latch, Door Ladder Storage - D-Handle latch			
		Door Type - lift up with 2 stay arms			
240 0034270		Ladder, 10' Alco-Lite Folding FL-10	1	$	-
		Location, Folding Ladder - Ladder Compartment			
241 0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1	$	-
		Pike Pole Make/Model - Nupla 10' Pike Pole			
242 0548182		Pike Pole, 6' Nupla, Fiberglass, I Beam, SPD-6	1	$	267.79
		Qty, Pike Poles - 1			
		Location - ladder storage area			
243 0004361		Tubes, Alum, Pike Pole Storage	2	$	365.94
		Qty, Pike Pole Tubes - 02			
		Location, Pike Pole Tube - Ladder Storage			
244 0024388		No Steps Required, Front Of Body	1	$	(448.06)
245 0014384		Ladder, Hose Bed Access, Alum, Left Rear	1	$	328.35
246 0014387		Step, Corner Step - Extra	1	$	227.73
		Location, Additional Step - left rear corner of cargo area			
		Qty, Corner Steps - 1			
247 0664143		Pump, Hale, QMAX-XS-150, 1500 GPM, Single Stage	1	$	5,047.47
248 0014481		Seal, Grafoil, Hale	1	$	-
249 0014477		Trans, Pump, Hale, Gear	1	$	-
250 0635600		Pumping Mode, Stationary Only	1	$	-
251 0604308		Pump Shift, Air w/o Manual Override, Split Shaft, Interlocked, Hale	1	$	875.83
252 0003148		Transmission Lock-up, EVS	1	$	-
253 0004547		Auxiliary Cooling System	1	$	-
254 0014486		Not Required, Transfer Valve, Stage Pump	1	$	-
255 0540425		Valve, Relief Intake, TFT	1	$	81.51
		Pressure Setting - 125 psig			
256 0536322		Controller, Pressure, Pierce, Custom Chassis	1	$	-

257 0072153	Primer, Trident, Air Prime, Air Operated	1	$	-
258 0658552	Thermal Relief Valve, TRV120-L w/Red Warning Light, Hale Pump	1	$	926.75
	Location, Thermal Relief Discharge - Ground			
259 0780364	Manuals, Pump, (2) Total, Electronic Copies	1	$	-
260 0602512	Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1	$	-
261 0795135	Plumbing, Stainless Steel, w/Foam System	1	$	-
262 0004645	Inlets, 6.00" - 1250 GPM or Larger Pump	1	$	-
263 0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	1	$	-
264 0084610	Valves, Akron 8000 series- All	1	$	-
265 0004660	Inlet, Left Side, 2.50"	1	$	-
266 0004680	Inlet, Right Side, 2.50"	1	$	1,338.63
267 0016158	Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1	$	-
	Qty, Inlets - 1			
268 0004700	Control, Inlet, at Valve	1	$	-
269 0092569	No Rear Inlet (Large Dia) Requested	1	$	-
270 0092696	Not Required, Cap, Rear Inlet	1	$	-
271 0064116	No Rear Inlet Actuation Required	1	$	-
272 0009648	No Rear Intake Relief Valve Required on Rear Inlet	1	$	-
273 0092568	No Rear Auxiliary Inlet Requested	1	$	-
274 0563738	Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1	$	-
275 0029043	Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1	$	-
276 0004910	Outlet, Tank Fill, 2"	1	$	730.94
277 0004940	Outlet, Left Side, 2.50"	2	$	-
	Qty, Discharges - 02			
278 0092570	Not Required, Outlets, Left Side Additional	1	$	-
279 0004945	Outlet, Right Side, 2.50"	1	$	(1,809.74)
	Qty, Discharges - 01			
280 0011668	Outlet, Right Side, 3" w/3" Plumbing, Handwheel Control, (added)	1	$	2,842.03
	Qty, Discharges - 01			
281 0029137	Not Required, Outlet, Large Diameter	1	$	-
282 0648906	Outlet, Front, 2.50" w/2.50" Plumbing	1	$	3,305.80
	Fitting, Outlet - 2.50" NST with 90 degree swivel			
	Drain, Front Outlet - Automatic			
	Location, Front, Single - top of right bumper			
283 0092575	Not Required, Outlet, Rear	1	$	-
284 0092574	Not Required, Outlet, Rear, Additional	1	$	-
285 0092573	Not Required, Outlet, Hose Bed/Running Board Tray	1	$	-
286 0085076	Caps for 1.50" to 3.00" Discharge, VLH	1	$	-
287 0563739	Valve, 0.75" Bleeder, Discharges, Swing Handle	1	$	-
288 0005091	Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1	$	-
289 0035094	Not Required, Elbow, Left Side Outlets, Additional	1	$	-
290 0025091	Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1	$	-
291 0045097	Elbow, Right Side Outlets, 30 Degree, 3.00" FNST x 5.00" Storz w/Cap, Additional	1	$	275.45
292 0045099	Not Required, Elbow, Rear Outlets	1	$	-
293 0085695	Not Required, Elbow, Rear Outlets, Large, Additional	1	$	-
294 0007308	Not Required, Elbow, Large Diameter Outlet	1	$	-
295 0062133	Control, Outlets, Manual, Pierce HW if applicable	1	$	-
296 0005065	Outlet, 3.00" Deluge Riser	1	$	-
297 0029302	No Monitor Requested	1	$	-
298 0029304	No Nozzle Req'd	1	$	-
299 0005070	Deluge Mount, NPT	1	$	-
300 0025140	Not Required, 1.50" Crosslays	1	$	-
301 0029196	Not Required, 2.50" Crosslay	1	$	-
302 0605295	Speed, (2) 1.5" (1) 2.5" w/Poly Trays, Top Mt/Side Cntrl Spl. Cap.	1	$	9,652.04
	Capacity, Special Speedlay FITB - 200' x 1.75 / 200' x 2.5"			
303 0591142	Hose Restraint, Speedlay, Vinyl, Strap Fasteners, Each Side	2	$	-
	Color, Vinyl Cover - a) red			

		Qty, - 02			
		Type of fastener - Velcro straps			
		Restraint Location - Bottom (towards the ground)			
304 0032137		Foam Sys, External	1	$	-
305 0012126		Not Required, CAF Compressor	1	$	-
306 0552517		Not Required, Refill, Foam Tank	1	$	-
307 0789547	SP	Auxiliary Foam Supply, Elkhart Model 81232001	2	$	1,732.85
		Location - TBD			
		Qty, - 02			
308 0031896		Demonstration, Foam System, Dealer Provided	1	$	-
309 0559077		Foam Cell, 30 Gallon, Not Reduce Water	1	$	1,666.34
		Type of Foam - Class "A"			
		Foam, Brand Name - TBD			
310 0091036		Drain, 1.00" Foam Tank #1	1	$	-
311 0091079		Not Required, Foam Tank #2	1	$	-
312 0091112		Not Required, Foam Tank #2 Drain	1	$	-
313 0007545		Pump House, Side Control, 45", Control Zone	1	$	-
314 0032479		Pump Panel Configuration, Control Zone	1	$	-
315 0005525		Material, Pump Panels, Side Control Brushed Stainless	1	$	-
316 0664612		Panel, Pump Access - Vertical Hinged, Right Side, Hinged Left Side Gauge Pnl	1	$	-
317 0035500		Raised Pump House Structure, Side Control	1	$	840.58
318 0005945		Light, Pump Compt	1	$	-
319 0536401		Gauges, Engine, Included With Pierce Pressure Controller	1	$	-
320 0005601		Throttle Included w/ Pressure Controller	1	$	-
321 0549333		Indicators, Engine, Included with Pressure Controller	1	$	-
322 0069390		Control, Air Horn At Pump Panel w/Red Button	1	$	196.26
323 0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1	$	0.00
324 0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1	$	(0.00)
325 0536428		Gauge, Water Level, Pierce, In pressure Controller	1	$	-
326 0604028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programable Remote Display	2	$	1,602.19
		Location - one each side of the cab behind the crew cab doors as high as possible			
		Qty, - 02			
		Activation, Water Level G - pb) parking brake is applied			
327 0062992		Gauge, Foam Level, (1) Tank, Class 1, 5lt	1	$	636.02
328 0593161		Light Shield, S/S LED	1	$	-
329 0606695		Air Horns, (2) Grover, Stutter Tone, 24" Long, in Bumper	1	$	-
330 0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1	$	-
331 0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1	$	-
332 0547475		Siren, Wln 295HFSA7 200W, Dual Tone, Flush Mount	1	$	268.97
333 0790527		Location, Electronic Siren, Center Dash Switch Panel, Saber FR	1	$	-
		Location, Electronic Siren - switch panel # 7			
334 0006145		Control, Elec Siren, Horn Ring, PS Foot Sw	1	$	-
335 0601294		Speaker, (2) Wln, SP123BMC, Chrome ABS	1	$	829.71
		Connection, Speaker - siren head			
336 0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1	$	-
337 0056084		Wiring & Mount, Siren, Federal Q2B, Cust Installed	1	$	803.99
338 0006095		Siren, Mechanical, Mounted Above Deckplate	1	$	(224.03)
		Location, Siren, Mech - a) Left			
339 0026163		Control, Mech Siren, DS & PS Foot Sw	1	$	-
340 0602935		Lightbar, Wln, Freedom IV-Q, 72", RRRRRRW__WRRRRRR	1	$	4,508.22
		Filter, Whl Freedom Ltbrs - No Filters			
341 0016380		No Additional Lights Req'd, Side Zone Upper	1	$	-
342 0540384		Lights, Front Zone, Wln M6*C LED, Clear Lens, in Common Bzl	1	$	(160.92)
		Color, Lt DS Front - Red			
		Color, Lt PS Front - Red			
343 0794442	SP	Light, Front, Wln 6RB** LED, Cab Corner	2	$	1,830.25
		Location, Lights - one each side of can in line with the headlights			

	Qty, - 02			
	Color, Lights, Warning - gla) red			
	Color, Lens, LED's - Clear			
344 0540679	Lights, Side Zone Lower, Wln M6*C LED, Clear Lens 2pr	1	$	1,516.35
	Location, Lights Front Side - b)each side bumper			
	Color, Lt Side Front - Red			
	Color, Lt Side Rear - Red			
	Location, Lights Rear Side - Over Rear Wheels			
345 0517246	Lights, Side, Wln Strip-Lite PS*00F*R LED 1st	4	$	766.47
	Location, Lights - one (1) under LS1, LS3, RS1 and RS3 - all centered			
	Qty, - 04			
	Color, Lights, Warning - gla) red			
	Control, Light - b) side warning			
	Color, Lens, LED's - c)clear			
346 0776274	Lights, Side, Wln C9L** LED 1st	1	$	510.88
	Location, Lights - passenger side front body as high as possible			
	Qty, - 01			
	Color, Lights, Warning - Red Flashing			
	Color, Lens, LED's - Clear			
347 0776272	Lights, Side, Wln C9L** LED 2nd	1	$	510.88
	Location, Lights - driver side front body as high as possible			
	Qty, - 01			
	Color, Lights, Warning - Red Flashing			
	Color, Lens, LED's - Clear			
348 0564655	Lights, Rear Zone Lower, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1	$	751.48
	Color, Lt DS Rear - r) DS Rear Lt Red			
	Color, Lt PS Rear - r) PS Rear Lt Red			
349 0778306	Lights, Rear/Side Up Zone, Wln C9L** LED 4lts	1	$	1,956.40
	Color, Lens, LED's - c)clear			
	Color, Lt, Side Rear Upper DS - Side Rear Upper red			
	Color, Lt, Side Rear Upper PS - Side Rear Upper red			
	Color, Lt, Rear Upper DS - DS Rear Upper red			
	Color, Lt, Rear Upper PS - PS Upper Rear red			
350 0006551	Not Required, Lights, Rear Upper Zone Blocking	1	$	-
351 0537807	Mtg, Rear Warn Lts, Side Sheets & Rear of Body Bulkheads	1	$	-
352 0791528	Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	1	$	1,594.37
	Activation, Traffic Dir L - Aux Flash With Ign Sw Through Separate Mom Sw			
353 0551728	Location, Traf Dir Lt, Recessed with S/S Trim	1	$	426.89
354 0530282	Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1	$	65.03
355 0780350	Receptacle Strip, 15A 120V 6-Place, Interior Cab	2	$	684.11
	Qty, - 02			
	Location 1 - one (1) in each EMS compartment			
	AC Power Source - Shoreline			
356 0780244	Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, GFCI	2	$	712.89
	Location, Receptacles - one (1) each side of rear compartment			
	Qty, - 02			
	AC Power Source - Inverter			
	Cover, Receptacle - Exterior Flip Up Duplex Cover(s)			
357 0519934	Not Required, Brand, Hydraulic Tool System	1	$	-
358 0649753	Not Required, PTO Driven Hydraulic Tool System	1	$	-
359 0649750	Not Required, Hydraulic Reels	1	$	-
360 0007150	Bag of Nuts and Bolts	1	$	-
	Qty, Bag Nuts and Bolts - 1			
361 0602516	NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1	$	-
362 0519913	Not Required, Soft Suction Hose	1	$	-
363 0027023	No Strainer Required	1	$	-
364 0602538	Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1	$	-

365 0602360	Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1	$	-
366 0602679	Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1	$	-
367 0602667	Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1	$	-
368 0607712	Paint Process / Environmental Requirements	1	$	-
369 0601367	Paint, Single Color, Saber PMFD Paint Color, Saber, PMFD - #778 red	1	$	2,591.64
370 0646901	Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Standard Black	1	$	-
371 0693797	No Paint Required, Aluminum Front Wheels	1	$	-
372 0687653	Paint, Rear Wheels, Single Axle, Alum-Stl Paint, Wheels - Black #101	1	$	(210.10)
373 0007230	Compartment, Painted, Spatter Gray	1	$	-
374 0544175	Reflective Band, 2"-4"-2" Color, Reflect Band - A - d) blue Color, Reflect Band - B - t) gold Color, Reflect Band - C - z) blue	1	$	619.66
375 0547618	Stripe, Diamond Grade, Chevron, Front Bumper Size, Chevron Striping - 06 Color, Chevron DG - Yellow Green, Fluorescent	1	$	296.96
376 0536954	Stripe, Chevron, Rear, Diamond Grade, Pumper Color, Rear Chevron DG - fluorescent yellow green	1	$	-
377 0065687	Stripe, Reflective, Cab Doors Interior Color, Reflective - a) white	1	$	172.02
378 0033179	Lettering Specifications, Reflective	1	$	-
379 0686160	Lettering, Reflective, 3.00", (21-40) Outline, Lettering - Outline and Shade	1	$	(776.34)
380 0685981	Lettering, Reflective, 14.00", Each Qty, Lettering - 09 Outline, Lettering - Outline and Shade	9	$	810.07
381 0685999	Lettering, Reflective, 8.00", (41-60) Outline, Lettering - Outline and Shade	1	$	1,406.85
382 0655896	Sign Kit, Painted, Holder and Insert, Each Location - TBD Qty, - 04 Size - TBD	4	$	1,500.75
383 0695610	Emblem, Reflective, Per Dept. Submittal, Each Qty, - 04 Location, Emblem - TBD Size, Dept Seal, Reflect - 16" - 18"	4	$	1,069.01
384 0031972	Manuals, Two (2), Fire Apparatus Parts, Custom Chassis	1	$	-
385 0543577	Manuals, (1) Chassis Service & (1) CD, Custom	1	$	-
386 0531638	Manual, Two (2) CD, Chassis Operation, Custom	1	$	-
387 0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	1	$	-
388 0696698	Warranty, Engine, Cummins, 5 Year, WA0181	1	$	-
389 0684952	Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1	$	-
390 0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	1	$	-
391 0610471	Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1	$	-
392 0777368	Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1	$	-
393 0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1	$	-
394 0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	1	$	-
395 0595813	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1	$	-
396 0695416	Warranty, Pierce Camera System, WA0188	1	$	-
397 0647720	Warranty, Pierce LED Strip Lights, WA0203	1	$	-
398 0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1	$	-
399 0685945	Warranty, Transmission Cooler, WA0216	1	$	-
400 0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1	$	-
401 0596025	Warranty, Structure, 10 Year, Body, WA0009	1	$	-

402 0693126	Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1	$	-
403 0639211	Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0248	1	$	-
404 0648675	Warranty, 10 Year S/S Pumbing, WA0035	1	$	-
405 0641372	Warranty, Foam System, Not Available	1	$	-
406 0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1	$	-
407 0595412	Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1	$	-
408 0683627	Certification, Vehicle Stability, CD0156	1	$	-
409 0777618	Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2017,CD0155/CD0158	1	$	-
410 0686786	Certification, Power Steering, CD0098	1	$	-
411 0631980	Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1	$	-
412 0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1	$	-
413 0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1	$	-
414 0556828	Certification, Electric Window, Not Available	1	$	-
415 0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1	$	-
416 0631976	Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1	$	-
417 0631971	Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1	$	-
418 0545073	Amp Draw Report, NFPA Current Edition	1	$	-
419 0002758	Amp Draw, NFPA/ULC Radio Allowance	1	$	-
420 0799248	Appleton/Florida BTO	1	$	-
421 0000017	FLORIDA DIVISION BODY	1	$	-
422 0000012	PIERCE CHASSIS	1	$	-
423 0004713	ENGINE, OTHER	1	$	-
424 0046395	EVS 3000 Series TRANSMISSION	1	$	-
425 0020012	HALE PUMP	1	$	-
426 0020009	POLY TANK	1	$	-
427 0028047	NO FOAM SYSTEM	1	$	-
428 0020006	SIDE CONTROL	1	$	-
429 0020007	AKRON VALVES	1	$	-
430 0020015	ABS SYSTEM	1	$	-
431 0658751	Manufacturing Attribute	1	$	-
		Total List:	**$**	**210,581.20**

IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Sales Quote Number: Q186207
Sales Quote Date: 3/4/2019

Customer ID TEN-8
SalesPerson
Email :
Ten-8 Contact Bruce Scott
Email : bscott@ten8fire.com

Sell To :
ESCAMBIA CO. CLERK OF COURT
ACCOUNTS PAYABLE DEPT.
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

Ship To :
ESCAMBIA CO. CLERK OF COURT

7009 PINE FOREST ROAD
PENSACOLA, FL 32526

Payment Terms : NET 30 DAYS

Ship Via : STANDARD DELIVERY

Item No.	Description	Unit	Quantity	Unit Price	Total Price
TFT-AB1ST-NX	BALL INTAKE 5.0" STORZ RIGID X 6.0" FEMALE	EACH	1	1,338.41	1,338.41
AKR-34330005	APOLLO HI RISER,DECK MT,TUBE,TIPS,2,5" DUAL BASE	EACH	1	4,767.60	4,767.60
HAR-HSH-60NH-10	FLEX LITE SUCTION HOSE 6"LHF X 6" RLM X10'	EACH	2	373.68	747.36
KOC-BS60	BARREL STRAINER, 6"	EACH	1	116.20	116.20
FRT	FREIGHT CHARGES	EACH	1	150.00	150.00

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 7,119.57

Subtotal:	**7119.57**
Invoice Discount:	0.00
Total Sales Tax	0.00
Total:	**7,119.57**

This Quote is valid until 04/03/19

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone No. 800-228-8368
Fax No. 941-756-2598

Service Quote
Page 1

No.	SVQ16676
Status	Pending
Order Date	03/18/19
Order Time	10:51:28 AM
Contract No.	

ESCAMBIA CO. CLERK OF COURT
ACCOUNTS PAYABLE DEPT.
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843
Phone No. : 850-595-4840
Email :

Invoice To : ESCAMBIA CO. CLERK OF COURT
PO Number
Equip Id :

Veh. Miles : 0
Veh. Hrs. : 0
Approved :

Vehicle Services

Complaint 1 : 1.INSTALL FIRECOM SYSTEM

Resolution INSTALL FIRECOM TO MATCH JOB # 33112

Service Lines

Type	No.	Description	Qty.	Unit Price	UoM	Amount	Disc. Amt.	Net Amount
Resource	BURNS	INSTALL FIRECOM SYSTEM	1.00	5,900.00	HOUR	5900.00	0.00	5,900.00
				Total		5900.00	0.00	5,900.00

Total Amount	**$**	**5,900.00**
Discount	**$**	**0.00**
Taxes	**$**	**0.00**
Balance Due	**$**	**5,900.00**

EXHIBIT B

WARRANTY

Fire and Rescue Apparatus

One (1) Year Material and Workmanship Basic Apparatus

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions: See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity
Custom Chassis Frame
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

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THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Custom Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

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3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

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3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Graphics Fading and Deterioration

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each graphic lamination shall be free from defects in material, workmanship, fading, and deterioration.
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	One (1) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

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3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY

Allison Transmission.

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Dana Holding Corporation
Commercial Vehicle Products Group
Grace Lake Corporate Center
1 Village Center Drive
Van Buren Township, Michigan 48111
www.dana.com

FOR IMMEDIATE RELEASE

5 YEAR WARRANTY FOR YOUR FIRE/RESCUE VEHICLE

Dana Holding Corporation's Commercial Vehicle Systems Group is pleased to announce a change in our standard warranty for fire/rescue vehicles. Starting in 2011, all steer and drive axle applications for fire or rescue vehicles will carry a minimum 5 year / 100,000 mile warranty. Additional 1 and 2 year extended warranty packages are available. (Applicable fees apply) That's a total of 7 years of warranty coverage. Our experience in extended warranty coverage's dates back to the mid 80's. Since then, we have pioneered many new programs designed to deliver warranties, which meet the demands of an ever-changing industry. From our first versions of the on/off-highway coverage's, to our more recent vocational warranties, customization and customer satisfaction, have always been our goals.

For further information and requirements, please go to www.roadranger.com.

24K STEER BEAM NOW AVAILABLE

Dana Holding Corporation is continually working with chassis manufactures to determine needs and how best to offer a solution. The amount of equipment has increased over the years and not all firehouses can accommodate a tandem axle vehicle. We have listened to your requests for a slightly higher front GAWR for single axle vehicles. Dana can now offer a front steer beam with a 5 ¼" drop at 24K GAWR. This will allow chassis manufactures to meet the limited length requirements while still carrying the same amount of equipment.

Please contact your Dana representative for further information

For additional information please contact:

Alan Manzon
Account Manager - Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711
Phone: (734) 629-1141
alan.manzon@dana.com

EATON	The Roadranger System	DANA	Roadranger

Hale, Inc.
607 N.W. 27th Ave.
Ocala, FL 34475-5623

1-800-220-HALE
www.haleproducts.com
www.class1.com

Warranty Statement

Subject to the following general and specific terms and conditions, Hale, Inc. ("Hale") hereby warrants to the original Purchaser* that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions**.

General Terms and Conditions

The following limitations, exclusions, procedures and other terms and conditions shall apply for all Products:

Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly maintained in accordance with Hale's instruction manual and industry standards
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Hale's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Hale or a person authorized by Hale to make such alteration or modification or perform such service or repair
- Hale is not paid the full amount of the purchase price for Product when due

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provide or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Hale
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, product or equipment.

Hale shall have no obligation under any Warranty unless Purchaser or its customer promptly notifies Hale of the failure giving rise to the Warranty claim, such notice is received by Hale within the applicable Warranty Period, and Hale is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Hale may reasonable request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

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* *The "Purchaser" is the original purchaser from Hale, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.*

Hale reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned Products for Warranty replacements.

Hale shall have the right to physically inspect Product claimed to be defective. If requested by Hale, Purchaser shall deliver the Product claimed to be defective to Hale at its manufacturing facility or to another party or location designated by Hale. In such event, Hale shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Hale within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Hale. Failure to make timely delivery to Hale of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping changes in connection with the delivery of Product claimed to be defective to Hale at its manufacturing facility or to another party or location designated by Hale and the delivery of repaired or replacement Product or parts to Purchaser. Product claimed to be defective must be shipped by Purchaser freight prepaid. Repaired and replacement Product and parts therefore will be shipped to Purchaser freight collect. Purchaser shall bear all risk of loss or damage during shipment.

If requested to do so by Purchaser, Hale may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Hale ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Hale at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Hale ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Hale determines that the Product is repairable, have the Product repaired by Hale or another party designated by it on a time and materials basis at Hale's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

HALE'S WARRANTY AS SET FORTH HEREIN IS HALE'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST HALE. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS PROVIDED HEREIN, HALE SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL HALE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF HALE IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.

HALE, INC. Product Specific Warranty Terms and Conditions (January 1, 2013)			
Product *		**Warranty Period**	**Warranty Coverage ****
Pumps Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Fire Service Applications (non-Marine)	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship.
			At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Hale at original purchaser's request at time of order.
			Under Standard Warranty, Hale will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period .
			Under Extended Warranty (if purchased by original Purchaser), Hale will cover parts and labor for the full Warranty Period.
			When labor is covered, Service Provider will be reimbursed at Hale's then current standard labor hours and rates for labor to make repair (if not repaired by Hale) and to remove defective Product and re-install repaired or replacement Product. Hale's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Hale's then current mileage reimbursement rate.
	Marine, Refueller and Other Applications	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours .	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Engine Driven Units ***	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included, but any other labor (including removal and re-installation) and mileage are excluded. Service Provider will be reimbursed at Hale's then current standard labor hours and rates for labor to make repair (if not repaired by Hale). Hale's written authorization of repair estimate is required prior to performance of repair work.
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

HALE, INC. Product Specific Warranty Terms and Conditions (January 1, 2013)			
Product *		**Warranty Period**	**Warranty Coverage ****
Pump Modules Pump Body Weldments, Stainless Manifolds, and Fabricated Panels		10 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Hale determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included.
			Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA complaint and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
Foam CAFS Systems, FoamLogix Proportioners, and EZ Fill		1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pump Repair & Replacement Parts		90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pressure Gauges		3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Plumbing		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Valves	SVS "Torrent" Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

* *When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage.*

** *For each Product, Hale will have the option to refund to Purchaser (in cash or by credit) the purchase price Hale was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Hale in its sole discretion.*

*** *All engine related service, performance and warranty issues will be handled by the engine OEM or their local distributor.*

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Stainless Steel Piping
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: See Also Paragraphs 2 thru 4	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

MERITOR WABCO

Safety Strong. Efficiency Smart.

Warranty
Model Year 2018 Vehicles

SIMPLER IS BETTER

Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

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How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

Heavy Service Vehicles

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

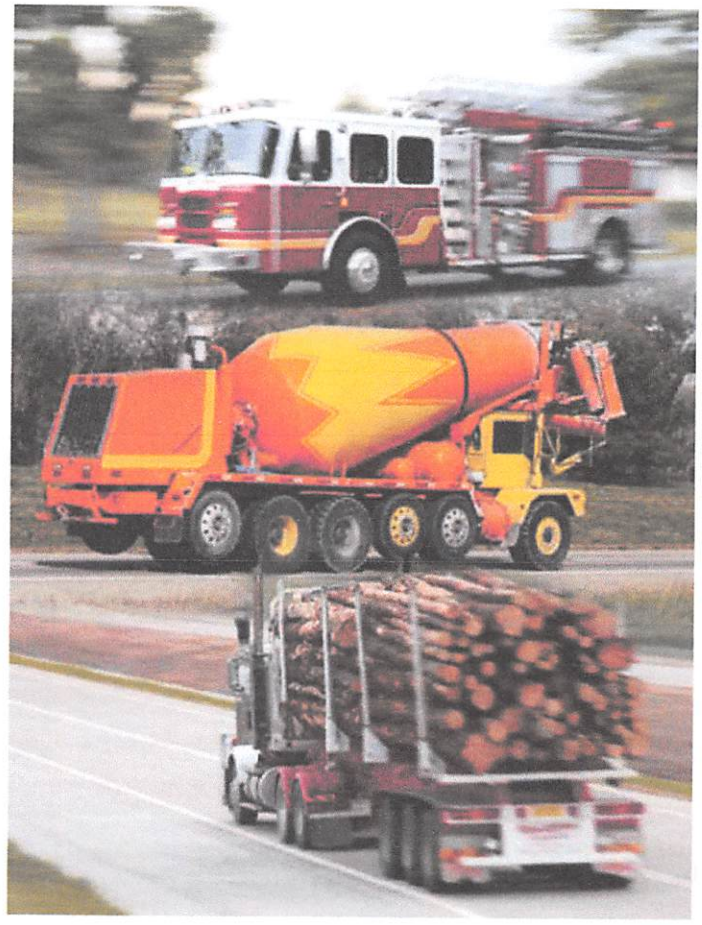
Heavy Service Typically Is

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile

Meritor WABCO Components[1]

ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	3/300/P&L
Roll Stability Control (RSC)	3/300/P&L
Air Dryers (ALL)	1/100/P&L
Leveling Valves	1/100/P&L
Air Brake Valves	1/100/P&L
Emission Valves (SCR)	2/200/P&L
Clutch Controls	2/200/P&L
Air Compressors (ALL)[2]	1/100/P&L
OnGuard™	3/300/P&L
OnGuardACTIVE™	3/300/P&L
OnLane™ Lane Departure Warning	3/300/P&L
Blind Spot Detection	3/300/P&L
OptiRide™	2/200/P&L
Trailer Roll Stability Support (RSS)	3/300/P&L
Trailer Control Line Filter[3]	1/100/P&L
Trailer ABS Valve[3]	3/300/P&L

[1] WABCO and Meritor WABCO branded components.
[2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by Meritor WABCO. Please contact your respective dealer/distributor of those engines for warranty and servicing.
[3] An extended warranty of 4/400/P will be applied when a Meritor WABCO Trailer Control Line Filter is used in combination with a Meritor WABCO Trailer ABS valve.



TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All

The cost of any repairs, replacements or adjustments to a covered product due to the following: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, (b) damaged threads, (c) cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (d) damaged sensors from removal when seized in block, or associated with sensor adjustments/ alignments, and (e) damage resulting from the use or installation of non-genuine Meritor WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or Meritor WABCO name plate, serial numbers or label identifying the device as a Meritor WABCO product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination out of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

Air Dryers

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

Air System Components

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, Electronic Stability Control (ESC), Roll Stability Control (RSC), OptiRide™, OnGuard™ and OnLane™, collectively "Electronics"

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues.

Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

Hydraulic Components

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

Coverage Limitations

Product Description

All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX™ Software

Proper diagnostics of Meritor WABCO Electronics may require the latest version of TOOLBOX™. Additional labor due to use of an outdated version of TOOLBOX™. TOOLBOX™ software, and/or the time to purchase or install latest version of TOOLBOX™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor WABCO Vehicle Control Systems warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede Meritor WABCO's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the Meritor WABCO warranty has not expired under the terms stated above, the Meritor WABCO warranty would be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized Meritor WABCO service location and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor WABCO through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor WABCO directly. Failure to notify Meritor WABCO of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor WABCO as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor WABCO or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor WABCO's warranty requires that the application of products be properly approved pursuant to OEM and Meritor WABCO, approvals.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
In addition to the items listed on page 7, this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor WABCO, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by Meritor WABCO.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor WABCO's option. Meritor WABCO reserves the right to require that all applicable covered components are available and/or returned to Meritor WABCO for review and evaluation.

(6) DISCLAIMER OF WARRANTY.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SOME STATES LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(7) LIMITATION OF REMEDIES.
IN NO EVENT SHALL MERITOR WABCO BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TOWING, DOWNTIME, LOST PRODUCTIVITY, CARGO DAMAGE, TAXES, LOST PROFITS, COSTS OF PROCUREMENT OF A SUBSTITUTE COMPONENT OR ANY OTHER LOSSES OR COSTS RESULTING FROM A COVERED COMPONENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(8) TIME LIMIT ON COMMENCING LEGAL ACTION.
ANY LEGAL ACTION OR CLAIM ARISING FROM OR RELATED TO THIS WARRANTY, IN CONTRACT OR OTHERWISE, MUST BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THAT CAUSE OF ACTION, OR BE BARRED FOREVER.

(9) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor WABCO or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor WABCO service location. The dealer will inspect the vehicle and contact Meritor WABCO for an evaluation of the claim. When authorized by Meritor WABCO, the dealer will repair or replace during the term of this warranty any defective Meritor WABCO component covered by this warranty.

(10) Entire Agreement.
This is the entire agreement between Meritor WABCO and the Owner about warranty and no Meritor, Meritor WABCO employee, or dealer is authorized to make any additional warranty on behalf of Meritor WABCO unless in writing and signed by an authorized representative of Meritor WABCO.

For more information on Meritor WABCO Warranty, call our OnTrac Customer Service team at 866-OnTrac1 (866-668-7221) or visit meritorwabco.com.

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SP-1375 (47865/11900)
Meritor WABCO Vehicle Control Systems
2135 West Maple Road, Troy, Michigan 48084, USA
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Meritor WABCO Vehicle Control Systems is a joint venture of Meritor™ and WABCO

TRW COMMERCIAL STEERING SYSTEMS
800 HEATH STREET
LAFAYETTE, INDIANA 47904

PRODUCT WARRANTY

I. **WARRANTY**: The Commercial Steering Systems group of TRW, Inc., hereinafter referred to as "CSS", warrants that each new product supplied by CSS to its customer, when properly installed, used and maintained, shall be free from defect in material and workmanship for the period specified below:

(A) CSS Product installed in **New On-highway Motor Vehicle**:

Within twelve (12) months after date of delivery of such vehicle to the original retail purchaser, or before such vehicle has been driven one hundred thousand (100,000) miles, whichever event shall first occur.

(B) CSS Product installed in **New Agricultural, Turf, Industrial, or Construction Vehicles and Related Equipment**:

Within twelve (12) months after date of delivery of such vehicle/equipment to the original retail purchaser or before such vehicle/equipment has been operated for two thousand (2000) hours or fifty thousand (50,000) miles, whichever occurs first.

(C) CSS Product installed in **New End Product, Not Specifically Mentioned in Classifications (A) or (B) Above and All Other Off-Highway/Severe Applications**:
Within six (6) months after date of delivery of the original equipment manufacturer's end product to the original retail purchaser.

II. **REMEDY**: Customer's sole remedy under the foregoing warranty is limited to correction by means of repair, replacement or issuance of credit, at the option of CSS, of any product which is:

(A) Returned to CSS within the specified warranty time period, with prior notice to, and the written consent of, CSS, with transportation and handling charges prepaid, together with a statement describing the alleged defect, the part number, model number and application, and mileage or hours of use of such product; and

(B) Upon examination, determined by CSS not to conform to the warranty.

III. Any product which is repaired or replaced under this warranty will be returned to customer prepaid. Disposition of any product determined not to be covered by this warranty will be at the customer's expense.

IV. CSS will not be liable for any repairs, replacements, or adjustments to any product or any cost of labor performed by or at the request of customer without the express prior written consent of CSS.

V. **EXCEPTIONS**: The provision of this warranty shall not apply to any CSS product which is used for a purpose for which it is not designed, or which shall have been repaired or altered in any way, or which has been subject to misuse, negligence or accident, neglect of normal maintenance services, so as, in the judgement of CSS to adversely affect its performance and reliability. In no case will the CSS warranty exceed the standard published warranty of its customer in terms of time and/or distance. In all events, the CSS warranty will expire thirty (30) months after the date of manufacture as stamped on the Product. In the case of hydraulic equipment, operation with unapproved fluid or temperatures voids this warranty.

VI. **EXCLUSION OF ALL OTHER REMEDIES AND LIMITATION OF LIABILITY**: Customer's sole and exclusive remedy under the foregoing warranty shall be for the repair, replacement or issuance of credit with respect to a defective product, as set forth and described above. Other provisions hereof notwithstanding, CSS shall not be liable to Customer, or any successor in interest, beneficiary or assignee of Customer, based upon any claim against CSS, whether in contract, warranty, negligence, strict liability, indemnity or otherwise, for any special, consequential, incidental or other damages relating in any way to the design, manufacture, sale, installation or other use of any product purchased from CSS.

VII. **EXCLUSION OF ALL OTHER WARRANTIES: THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY BY CSS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.**
Warranty Begins:	**The date of delivery to the first retail purchaser.**
Warranty Period Ends After:	**Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage**
Conditions and Exclusions: See Also Paragraphs 2 thru 4	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.** **Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.** **Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.** **Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Effective 1 August, 2009

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products though alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued on back

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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PIERCE MANUFACTURING INC.

BULLETIN

TO: **All Dealer Service Representatives**

From: **Kevin Hanegraaf**

DATE: **January 4, 2010**

RE: **UPF Tank Warranty Policy – Truck in Accident**

Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect**. This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)

Effective March 15, 2010

AMDOR
SPECIALTY ROLL-UP DOORS

AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION

Warranty:

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is $ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of $ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.

2./ Corrosion of the substrate due to paint system failure.

3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.

2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.

3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.

4./ Scratches, chips, abrasions, or dents from any source.

This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.
Warranty Begins:	The date of delivery.
Warranty Period Ends After:	Fifty - Four (54) months
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

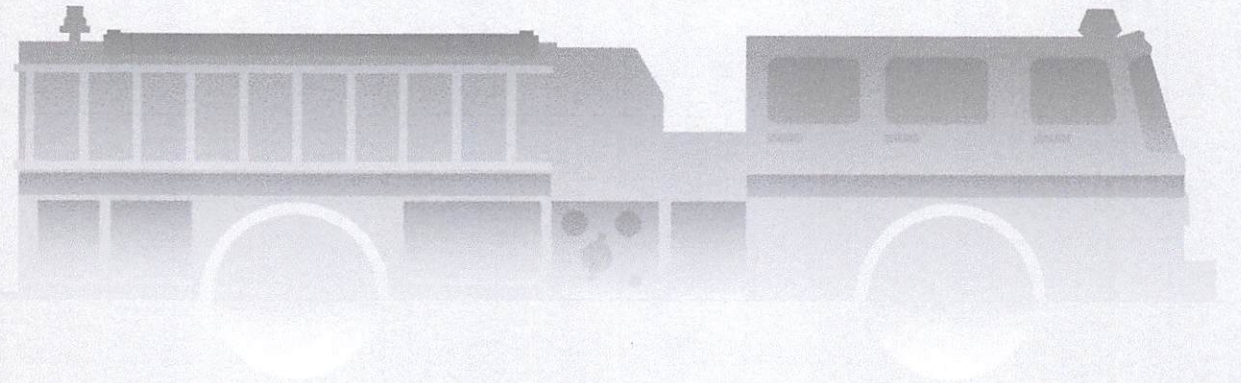
4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

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Fire and Rescue Apparatus

Two (2) Year Material and Workmanship
Meritor Axles

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Two (2) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2018 VEHICLES

MERITOR

WARRANTY INFORMATION CONTENTS

Effective Model Year 2018 Vehicles

Linehaul 3-4
General Service 5-6
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Terms and Conditions 10

How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor

Notice:

Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting www.meritor.com or by contacting Meritor at 866-OnTrac1 (866-668-7221).

LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

- Auto Hauler
- Bulk Hauler
- Chip Hauler (Truck)*
- Doubles
- Flatbed
- General Freight
- Grain Hauler
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker
- Triples

* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-966	MFS-10-144A-N	MFS-12-132C-N	MFS-13-122C-N	MFS-14-143A-N
FF-941	FF-967	MFS-12-122A-N	MFS-12-143A-N	MFS-13-132B-N	
FF-942	FG-941	MFS-12-122B-N	MFS-12E-143A-N	MFS-13-132C-N	
FF-943	FG-943	MFS-12-122C-N	MFS-12-144A-N	MFS-13-143A-N	
FF-944	MFS-10-122A	MFS-12E-122A-N	MFS-13-122A-N	MFS-13-144A-N	
FF-961	MFS-10-143A-N	MFS-12-132B-N	MFS-13-122B-N	MFS-14-122A-N	

Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-160
MS-19-14X	RS-23-160
MS-21-144	RS-23-161
RS-21-145	RS-23-186

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-943
RT-40-145/A	MA-40-175	MT-40-943-SP
RT-40-160/P[1,2]	MT-34-14X/P	RZ-166[2]
RT-46-160/P[1,2]	MT-40-14X/P	RZ-188
RT-46-164EH/P[1,2]	MT-40-14X/P	
RT-50-160/P[1,2]	MT-40-144/P	

[1] These models required for Chip Hauler and Linehaul warranty consideration.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
LX500 Feature[1]	5/750/P&L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

[2] Based on stamped wear diameter max.

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems[1]	
Standard System[2]	1/100/P&L
PreSet by Meritor[3]	5/500/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

[2] When installed by Meritor.

[3] Requires approved hubcap stating PreSet by Meritor on hubcap face.

[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.

[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/750P, 3/500L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

TAG/Pusher Axles[1]

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L

[1] For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System by PSI

MTIS Components	3/500/P&L

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/700/P, 5/500/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/700/P, 5/500/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

[1] Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor

(For axle and ABS coverage, refer to appropriate product warranties.)

[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Tour Bus
- Wrecker

General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FH-941	MFS-7-153C-N	MFS-12E-122A-N	MFS-13-122C-N	MFS-18-135A-N
FF-941	FH-946[1]	MFS-7-163C-N	MFS-12-122B-N	MFS-13-132B-N	MFS-18-193A-N
FF-942	FL-941	MFS-8-113B-N	MFS-12-122C-N	MFS-13-132C-N	MFS-20-133A-N
FF-943	FL-943	MFS-8-143A-N	MFS-12-132B-N	MFS-13-143A-N	MFS-20-135A-N
FF-944	MFS-6-151A-N	MFS-8-153B-N	MFS-12-132C-N	MFS-13-144A-N	MFS-20H-193A-N
FF-946	MFS-6-153B-N	MFS-8-163B-N	MFS-12-143A-N	MFS-14-122A-N	MFS-22H-135A-N
FF-961	MFS-6-162B-N	MFS-10-122A	MFS-12-144A-N	MFS-14-143A-N	MFS-22H-193A-N
FF-966	MFS-6-153C-N	MFS-10-143A-N	MFS-12E-143A-N	MFS-16-122A-N	
FF-967	MFS-6-162C-N	MFS-10-144A-N	MFS-13-122A-N	MFS-16-143A-N	
FG-941	MFS-7-113C-N	MFS-12-122A-N	MFS-13-122B-N	MFS-18-133A-N	

[1] Can also be used with reduced steer angles in tag position in Coach Applications.

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-144	RC-23-162[1]	MS-26-616	79163
MS-17-14X	MS-23-17X	RC-23-165[1]	MS-26-616-SP	
MS-19-13X	RS-21-145/A	RS-23-160	RS-30-185	
MS-19-14X	RS-21-160	RS-23-161	MS-30-616	
RS-17-144/145/A	RC-22-145	RS-23-186	MS-30-616-SP	
RS-19-144/145/A	RC-22-145/A	RS-24-160	RS-35-380	
MS-21-13X	RC-23-160	RC-25-160	71162	
MS-21-14X	RC-23-161	RS-26-185	71163	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P	RT-46-164EH/P
RT-46-160/P	RT-50-160/P

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	MT-58-616
RT-34-144/P/A	RT-44-145/P	RT-58-185[1]
MT-40-14X/P	RT-46-169	MT-70-380
MT-40-144/P	MT-52-616	RZ-166
RT-40-145/A	RT-52-185[1]	RZ-188

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

GENERAL SERVICE WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
LX500 Feature[1]	3/Unl/P&L
Cam P[3]	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake ™[3]	2/200/P&L
ASA	3/Unl/P
ASA[3]	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.
[2] Based on stamped wear diameter max.
[3] Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] 9000 Series is 3/Unl/P, 1/Unl/L
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.
[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.
[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/750P, 3/500L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems[1]	
Standard System	1/Unl/P&L
AxlePak7	7P/L
Beam and Brackets	7P/1L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	7/700/P, 5/500/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	7/700/P, 5/500/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings[3]	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)
[1] Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor
[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.
[3] Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets[1]	3/Unl/P, 1/Unl/L
MC12002, MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)
[1] 3/UNL/P&L if sold with PreSet by Meritor.

Meritor® Tire Inflation System by PSI

MTIS Components	3/500/P&L

HEAVY SERVICE WARRANTY INFORMATION

Heavy Service Vehicles

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rapid Intervention Vehicle (RIV)
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

Heavy Service Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FH-941	MFS-8-113B-N	MFS-12-132C-N	MFS-13-155	MFS-22H-135A-N	MX-17-140
FF-941	FH-946	MFS-8-153B-N	MFS-12-143A-N	MFS-14-122	MFS-22H-193A-N	MX-19-140
FF-942	FL-941	MFS-8-163B-N	MFS-12-144A-N	MFS-14-143A-N	RF-16-145	MX-21-140
FF-943	FL-943	MFS-10-122A	MFS-12-155	MFS-16-122A-N	RF-21-160	MX-21-160
FF-944	MFS-6-151A-N	MFS-10-143A-N	MFS-13-122	MFS-16-143A-N	MX-10-120	MX-23-160
FF-946	MFS-6-153B	MFS-10-144A-N	MFS-13-122B-N	MFS-18-133A-N	MX-10-120 EVO	MX-810
FF-961	MFS-6-162B	MFS-12-122	MFS-13-122C-N	MFS-18-135A-N	MX-12-120	
FF-966	MFS-6-162C	MFS-12-122B-N	MFS-13-132B-N	MFS-18-193A-N	MX-12-120 EVO	
FF-967	MFS-7-113C-N	MFS-12-122C-N	MFS-13-132C-N	MFS-20-133A-N	MX-14-120	
FG-941	MFS-7-153C-N	MFS-12E-122	MFS-13-143A-N	MFS-20-135A-N	MX-16-120	
FG-943	MFS-7-163C-N	MFS-12-132B-N	MFS-13-144A-N	MFS-20H-193A-N	MX-18-120	

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-23-160	MS-30-616-SP
RS-17-144/145/A	RC-23-161	RS-30-185/380
MS-19-14X	RS-23-161	MS-35-380
RS-19-144	RS-23-186/380	RS-38-380
MS-21-114	RC-23-162	RC-25-160
MS-21-14X	RC-23-165	RC-26-633
RS-21-145	RS-24-160	MT-58-616
RS-21-145/A	RS-25-160	MT-58-616-SP
RS-21-160	MS-26-616	71162
RC-22-145	MS-26-616-SP	71163
RC-23-160	RS-26-185/380	79163
RH-23-160	MS-30-616	

HEAVY SERVICE WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P
RT-34-144/P/A
MT-40-14X/P
RT-40-145/A
MT-44-14X/P
RT-44-145/P
RT-46-169
MT-52-616
MT-52-616-SP
RT-52-185/380[1,2]
MT-58-616
MT-58-616-SP
RT-58-185/380[1,2]
RT-70-380
MT-70-380
RZ-166
RZ-188

[1] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam P	3/Unl/P
Cam P[3]	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™[2]	2/100/P&L
ASA	3/Unl/P
ASA[2]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Based on stamped wear diameter max.
[2] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[3] Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Transfer Cases – 1/Unl/P

MTC-4208
MTC-4210
MTC-4213
T-2111
T-2119

Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P/A[3]
RT-46-160/P/A[1,3]
RT-46-164EH/P/A[2,3]
RT-50-160/P/A[3]

[1] U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.
[2] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[3] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Meritor Tire Inflation System by PSI

MTIS Components	3/500/P&L

Trailer Air Suspension Systems

MTA (Trailing Arm)

Major Structural Components[1]	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings[1]	5/Unl/P, 3/Unl/L

[1] Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

Center Non-drive Axles – 2/Unl/P&L

MC26000
71063
79063

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L.
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial And Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Drive Steer Axles – 1/Unl/P

MOR	MOX	MOC

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-143A-N	MFS-18-135A-N
FF - 943	MFS-12-144A-N	MFS-18-193A-N
FF - 961	MFS-13-143A-N	MFS-20-133A-N
FF - 966	MFS-13-144A-N	MFS-20-135A-N
FG - 941	MFS-14-143A-N	MFS-20H-193A-N
FG - 943	MFS-16-122A-N	MFS-22H-135A-N
FL - 941	MFS-16-143A-N	MFS-22H-193A-N
FL - 943	MFS-18-133A-N	MON-Z0 FAMILY

Planetary Axles – 1/Unl/P

MOR	MOX	MOC	MOT

Rear Drive Single Axles – 1/Unl/P

RS-23-186	RS-24-160-SP	RS-30-185
RS-23-380	MS-30-616	RS-30-380
RS-24-160	MS-30-616-SP	MS-35-380

Drivelines – 1/Unl/P

RPL	MXL

Rear Drive Tandem Axles – 2/Unl/P

MT-44-14X/P	MT-58-616	RT-44-145/P	RT-50-160/P
MT-52-616	MT-58-616-SP	RT-46-160/P	RZ-166
MT-52-616-SP	MT-70-380	RT-46-164EH/P	

Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All
The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles
King Pin Bushings.

Rear Axles
Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA
Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake
Brake lining wear and brake shoe "rust-jacking."

Disc Brake
Pad wear, rotor wear.

Coverage Limitations

Product Description

All
Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Front Axles
Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake
Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30
Wearable life is up to the discard diameter of the drum.

Disc Brake
Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?

Meritor Inc. warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

(2) Designation of Vocational Use Required.

To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?

There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?

This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not sold by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

(5) Remedy.

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

(6) Disclaimer of Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies.

In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service.

If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

(9) Entire Agreement.

This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Vehicle models, brands and names depicted herein are the property of their respective owners, and are not in any way associated with Meritor Inc., or its affiliates.

MERITOR

Meritor Heavy Vehicle Systems, LLC
2135 West Maple Road
Troy, Michigan 48084 USA

For more information:
call Ontrac at 866-668-7221
or visit meritor.com

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EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire Equipment, Inc., a Florida corporation ("Company") and Customer (as defined in Ten-8 Fire Equipment, Inc.'s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire Equipment, Inc. will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

IN SERVICE TO SERVE YOU

Equipment Proposal

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire Equipment, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: March 18, 2019 ("Proposal Date") **Customer:** Escambia County Fire Rescue ("Customer")

Customer Address: 6575 North W Street, Pensacola, FL 32505

Quantity	Product Description & Options	Price
1	**Pierce Saber FR Standard Engine,based on National Purchasing Partners DBA**	**$376,067.00**
	NPPGov GPO Contract 1420 Spec 2.1 List Price $547,209.99	
	Dealer Supplied Equipment	**$13,019.57**
	Customer Specified Options	**$164,826.60**
	Additional Dealer and Manufacturer Discount	**($56,501.00)**
	Purchase Price:	**$497,412.17**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 9 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Pricing includes GPO Contract access fee.

Unless accepted within 45 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Escambia County Fire Rescue

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire Equipment, Inc.

By: Rob McAtee

Title: **Authorized Sales Representative**

Print: **Rob McAtee 850-276-3247**

Date: **March 18, 2019**

EXHIBIT A

PROPOSAL OPTION LIST

Proposal Option List

3/12/2019

Customer:	Escambia County Fire Rescue	**Bid Number:**	937
Representative	McAtee, Rob	**Job Number:**	
Organization:	Ten-8 Fire Equipment, Inc	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	04-15-2019
Description:	Standard Engine	**Stock Number:**	
Body:	Pumper, Medium, Aluminum, 2nd Gen, Saber/Commercial	**Price Level:**	38 (Current: 38)
Chassis:	Saber FR Chassis		

Line	Option	Type	Option Description	Qty	Price
1	0074080		Build-to-Order, Pierce Florida Product - 2nd Gen Pumper	1 $	-
2	0766611		Boiler Plates, Pumper Fire Department/Customer - Escambia County Fire Rescue Operating/In conjunction W-Service Center - Operating Miles - 75 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Ten-8 Fire Equipment Delivery - Delivery representative Dealership/Sales Organization, Service - Ten-8 Fire Equipment	1 $	-
3	0661794		Single Source Compliance	1 $	-
4	0584455		Manufacture Location, Bradenton, Florida	1 $	-
5	0584453		RFP Location: Bradenton, Florida	1 $	-
6	0588609		Vehicle Destination, US	1 $	-
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1 $	-
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1 $	-
9	0588611		Vehicle Certification, Pumper	1 $	-
10	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1 $	-
11	0799172		FLEET CUSTOMER	1 $	-
12	0620361		Consortium, GPO	1 $	-
13	0537375		Unit of Measure, US Gallons	1 $	-
14	0030006		Bid Bond Not Requested	1 $	-
15	0540326		Performance Bond, Not Requested	1 $	-
16	0000007		Approval Drawing	1 $	-
17	0002928		Electrical Diagrams	1 $	-
18	0632451		Saber FR Chassis	1 $	-
19	0629024		Chassis Discount, Saber FR	1 $	-
20	0000110		Wheelbase Wheelbase - 196.50	1 $	-
21	0000070		GVW Rating GVW rating - 45,000	1 $	-
22	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1 $	-
23	0020018		Frame Liner Not Req'd	1 $	-
24	0637911		Axle, Front, Dana, D-2000F, 20,000 lb Saber FR/Enforcer	1 $	-
25	0637913		Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer	1 $	-
26	0000321		Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer	1 $	-
27	0000322		Oil Seals, Front Axle	1 $	-
28	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1 $	-
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1 $	2,649.79
30	0640711		Axle, Rear, Dana S26-190, 27,000 lb Saber/Enforcer	1 $	270.38
31	0544253		Top Speed of Vehicle, 68 MPH	1 $	-
32	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1 $	3,116.26
33	0000485		Oil Seals, Rear Axle	1 $	-
34	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1 $	216.83
35	0654792		Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Single	1 $	1,031.01
36	0568081		Tire Balancing, Counteract Beads	1 $	-

37 0620570	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1	$	-
38 0003245	Axle Hub Covers w/center hole, S/S, Front Axle	1	$	114.88
39 0001960	Axle Hub Covers, Rear, S/S, High Hat (Pair)	1	$	241.99
40 0057936	Covers, Lug Nut, Chrome	1	$	-
41 0002045	Mud Flaps, w/logo front & rear	1	$	-
42 0544802	Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01	1	$	-
43 0544806	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Compt	1	$	-
44 0010670	ABS Wabco Brake System, Single rear axle	1	$	-
45 0690932	Brakes, Bendix, ADB22X, 17" Disc, Front	1	$	-
46 0627930	Brakes, Bendix, Cam, Rear, 16.50 x 8.63"	1	$	703.56
47 0020784	Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1	$	-
48 0644232	Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1	$	-
49 0644228	Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1	$	-
50 0000790	Brake Lines, Nylon	1	$	-
51 0000854	Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	1	$	-
52 0642325	Outlet, Air, with shut off valve, Milton "M" Fittings Location, Air Coupling(s) - h) DS Pump Panel Qty, Air Coupling (s) - 1	1	$	352.93
53 0011835	Guard, U-Bolt over "Parking Brake" Knob Qty, - 01 Location, driver's/passenger's/center - passenger's	1	$	59.52
54 0630456	Valve, 2nd Parking Brake Control, Officer side, Saber FR/Enforcer	1	$	365.68
55 0795472	Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, Saber FR/Enforcer	1	$	12,883.74
56 0001244	High Idle w/Electronic Engine, Custom	1	$	-
57 0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1	$	-
58 0644227	Clutch, Fan, Air Actuated, Saber FR/Enforcer	1	$	-
59 0640477	Air Intake, Metal Screen, Saber FR/Enforcer	1	$	-
60 0794761	Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1	$	-
61 0788765	Radiator, Saber FR/Enforcer	1	$	-
62 0001090	Cooling Hoses, Rubber	1	$	-
63 0001125	Fuel Tank, 65 Gallon, Left Side Fill	1	$	-
64 0001129	Lines, Fuel	1	$	-
65 0662965	DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1	$	216.69
66 0552793	Not Required, Fuel Priming Pump	1	$	-
67 0552712	Not Required, Shutoff Valve, Fuel Line	1	$	-
68 0699437	Cooler, Chassis Fuel, Not Req'd.	1	$	-
69 0642572	Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1	$	-
70 0625329	Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1	$	-
71 0684459	Transmission Oil Cooler, Modine, External	1	$	-
72 0001370	Driveline, Spicer 1710	1	$	-
73 0637248	Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1	$	1,012.29
74 0509229	Steering Wheel, 2 Spoke	1	$	-
75 0690274	Logo/Emblem, on Dash Text, Row (1) One - Escambia Text, Row (2) Two - County Text, Row (3) Three - Fire Rescue	1	$	-
76 0606441	Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer	1	$	1,903.39
77 0640197	Tray, Hose, Center, 19" Bumper, Outside Air Horns Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 20) 125' of 1.75"	1	$	396.22

78 0763864	SP	Hose Restraint, Bumper Tray, 2" Nylon Webbing, Seat Belt Buckles Type of fastener - seat belt buckle	1	$	291.96
79 0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1	$	-
80 0002270		Tow Hooks, Chrome	1	$	-
81 0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1	$	466.95
82 0632360		Cab, Saber FR, 7010	1	$	8,236.99
83 0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1	$	-
84 0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1	$	-
85 0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer Material, Exterior Rear Wall - Aluminum Treadplate	1	$	229.82
86 0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1	$	190.44
87 0754567		Grille, Bright Finished Enforcer, Front of Cab, Saber FR	1	$	1,757.43
88 0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1	$	766.52
89 0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1	$	-
90 0087357		Molding, Chrome on Side of Cab	1	$	-
91 0521669		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1	$	971.53
92 0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof Key Model, Cab Doors - 751	1	$	-
93 0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1	$	-
94 0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1	$	1,743.52
95 0638310		Steps, 4-Door Cab, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1	$	234.75
96 0770213		Handrail, Exterior, Brey-Krause, 24" Formed, S/S, Coat Hook, 4-Door Cab	1	$	319.56
97 0634786		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts	1	$	-
98 0002141		Fenders, s/s on cab - Saber/Enforcer	1	$	-
99 0042105		No Windows, Side of Crew Cab	1	$	(309.49)
100 0012090		Not Required, Windows, Front/Side of raised roof	1	$	-
101 0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1	$	-
102 0651515		Window Protector Bars, Knurled, Crew Doors, 2" Above Window Sill Plate	1	$	312.90
103 0786294		Window Tint, Upper Crew Cab Door, Left Side, Privacy Dark Gray	1	$	60.49
104 0786286		Window Tint, Upper Crew Cab Door, Right Side, Privacy Dark Gray	1	$	60.49
105 0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1	$	161.43
106 0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1	$	161.43
107 0766746	SP	Compt, Storage, Transverse Crew Cab, Double Pan, D/A Int Dr, 70" SFR/Enf Light, Short Transverse Compt - Pierce, Horizontal Finish, Exterior Cab Compt - Spatter Gray Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking Door, Exterior Stop - 2-Cable	1	$	2,652.90
108 0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1	$	450.82
109 0777381	SP	Cab Interior,Turnout Tuff Headliner,SMOOTH Durabak,Dash/Eng Tunnel/Rear Color, Cab Interior Vinyl/Fabric - c) Black Color, Durabak Coating - Smooth Black	1	$	4,507.68
110 0012430		Cab Interior, paint color Color, Cab Interior Paint - i) fire smoke gray	1	$	-
111 0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1	$	-
112 0644195		Heater/Defroster, Saber FR/Enforcer	1	$	-
113 0644194		Air Conditioning, Saber FR/Enforcer	1	$	-
114 0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1	$	-
115 0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1	$	-
116 0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1	$	193.21
117 0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1	$	-
118 0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis	1	$	498.05

		Qty, - 1			
		Location, Map Box/Straps - Final Inspection			
119 0583039		Not Required, Side Roll and Frontal Impact Protection	1	$	-
120 0622618		Seating Capacity, 5 Seats	1	$	-
121 0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1	$	1,081.72
122 0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1	$	123.96
123 0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1	$	-
124 0763653	SP	Cabinet, Rear Facing, LS, 23 W x 40 H x 26.75 D, 2" Web, Strap, SFR/Enf	1	$	2,016.00
		Light, Short Cabinet - Pierce, Interior, Left Side			
		Material Finish, Shelf - Painted - Cab Interior			
		Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip			
		Louvers, Cabinet - 0-No Louvers			
125 0102783		Not Required, Seat, Rr Facing C/C, Center	1	$	-
126 0766747	SP	Cabinet, Rear Facing, RS, 22 W x 43 H x 26.75 D, 2" Web, Pull Strap, SFR/Enf	1	$	2,029.98
		Light, Short Cabinet - Pierce, Interior, Right Side			
		Material Finish, Shelf - Painted - Cab Interior			
		Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip			
		Louvers, Cabinet - 0-No Louvers			
127 0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1	$	-
128 0758776	SP	Seat, Forward Facing C/C, Center, (3) Pierce PSV, SCBA, Foldup, Saber FR/Enf	1	$	1,652.03
129 0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1	$	-
130 0766467		Upholstery, Seats In Cab, All Endure Vinyl, CARE	5	$	382.33
		Color, Cab Interior Vinyl/Fabric - a) Silver/Gray			
		Qty, - 05			
131 0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4	$	3,261.67
		Qty, - 04			
132 0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1	$	-
		Seat Belt Color - Red			
133 0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1	$	-
134 0647647		Lights, Dome, FRP Dual LED 4 Lts	1	$	-
		Color, Dome Lt - Red & White			
		Color, Dome Lt Bzl - Black			
		Control, Dome Lt White - Door Switches and Lens Switch			
		Control, Dome Lt Color - Lens Switch			
135 0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1	$	-
136 0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	1	$	-
		Emergency Switching - Individual Switches			
137 0002544		Air Restriction Indicator - Pierce Chassis	1	$	-
138 0543751		Light, Do Not Move Apparatus	1	$	61.40
		Alarm, Do Not Move Truck - Pulsing Alarm			
139 0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1	$	-
140 0754774		Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber	1	$	-
141 0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1	$	-
142 0548007		Wiring, Spare, 15 A 12V DC 3rd	1	$	158.28
		Qty, - 01			
		12vdc power from - Ignition power			
		Wire termination - 15 amp power point plug			
		Location - TBD			
143 0548004		Wiring, Spare, 15 A 12V DC 1st	2	$	212.89
		Qty, - 02			
		12vdc power from - Ignition power			
		Wire termination - Butt Splice			
		Location, Spare Wiring - Officer Dash			
144 0548046		Wiring, Spare, 60A 12V DC 1st	1	$	219.24
		Qty, - 01			
		12vdc power from - Battery switched			
		Wire termination - Stud			

	Location - TBD			
145 0787001	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 2nd Qty, - 01 12vdc power from - Battery switched Location - TBD	1	$	280.67
146 0797189	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st Qty, - 01 12vdc power from - Battery switched Location - TBD	1	$	280.67
147 0548006	Wiring, Spare, 15 A 12V DC 2nd Qty, - 02 12vdc power from - Ignition power Wire termination - 15 amp power point plug Location - TBD	2	$	316.55
148 0763646	Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf System Of Measurement - US Customary	1	$	-
149 0610240	Vehicle Data Recorder w/Seat Belt Monitor	1	$	-
150 0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1	$	144.77
151 0653533	Camera, Pierce, 7" LCD, Rear Camera Only Location, Camera Monitor - Driver Side Tunnel	1	$	946.11
152 0624249	Electrical Power/Signal Protection & Control, Saber FR	1	$	-
153 0624260	Electrical System, Saber FR	1	$	-
154 0079166	Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1	$	-
155 0008621	Battery System, Single Start, All Custom Chassis	1	$	-
156 0002698	Battery Compartment, Saber/Enforcer	1	$	-
157 0531594	Charger, Sngl Sys, Kussmaul, 4000, 091-89-12	1	$	1,991.60
158 0012782	Location, Charger, Front Left Side Body Compartment Location, Battery Chrgr/Cmpr - High On Left Wall	1	$	-
159 0530949	Location, Bat Chrg Ind, Driver's Seat Riser	1	$	101.83
160 0016837	Shoreline, 20A 120V, Straight Blade NEMA 5-20 Qty, - 01 Connection, Shoreline - to the Kussmaul system	1	$	337.93
161 0020168	Shoreline Cab Loc, Cab, Saber FR Location, Shoreline(s) - DS Seat Riser	1	$	101.65
162 0658019	Alternator, 360 amp, Niehoff C531/C537	1	$	2,633.74
163 0644176	Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1	$	-
164 0766233	Headlights, Rect LED, Truck-Lite, AXT/DCF/Enf/Imp/Sab/Vel	1	$	1,782.68
165 0775055	Light, Directional, Wln C6T* LED Arrow, Common Bzl, Above Headlts, Sab/Enf Color, Lens, LED's - Clear	1	$	177.43
166 0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1	$	-
167 0647802	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1	$	-
168 0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1	$	-
169 0627282	Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1	$	-
170 0773253	Lights, Tail, Wln C6BTT* Red Stop/Tail, C6T* Amb Dir For Housing Color, Lens, LED's - Clear	1	$	297.81
171 0768260	Lights, Backup, Wln C6BU, LED for Wln PLASC*V 3 & 4 housing	1	$	728.97
172 0664481	Bracket, License Plate & Light, P25 LED	1	$	-
173 0768261	Bezels, Wln, (2) PLASC4V, For Mtg (4) C6 Lts	1	$	639.74
174 0589905	Alarm, Back-up Warning, PRECO 1040	1	$	-
175 0626588	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr Z location -	1	$	(229.40)
176 0617901	Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1	$	-
177 0626579	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1	$	-
178 0556360	Lights, Step, P25 LED 4lts, Pump Pnl Sw	1	$	-

179 0640941	Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd Location, Lights - one (1) passenger side of cab between the front and crew Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - DS Pump Panel Switch, Lt Control 3 DC,3 - f) PS Switch Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	2	$	4,310.33
180 0640991	Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st Location, Lights - one (1) driver side of cab between the front and crew cab Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - DS Pump Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	2	$	4,024.67
181 0776357	Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	1	$	2,270.87
182 0532358	Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1	$	(317.11)
183 0645869	Lights, Hose Bed, Sides, Wln 01-066D068-00 Blk Trim LED, 1.87" 4lts Control, Hose Bed Lts - Cup Switch At Rear	1	$	615.33
184 0645682	Lights, Rear Scene, Wln, M9LZC LED, 30" - 102" High Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear	1	$	1,339.88
185 0709438	Light, Walking Surf, FRP Flood, LED	1	$	-
186 0693709	Pumper, Medium, Aluminum, 2nd Gen, Saber/Commercial	1	$	-
187 0632361	No Additional Florida Discount - w/Saber FR Chassis	1	$	-
188 0554271	Body Skirt Height, 20"	1	$	-
189 0083312	Tank, Water, 1000 Gallon, Poly, Med, "L"-Shaped	1	$	2,749.55
190 0003405	Overflow, 4.00" Water Tank, Poly	1	$	-
191 0028104	Foam Cell Required	1	$	-
192 0635329	Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1	$	1,282.67
193 0084432	Modified Poly Tank, Ext'd Over Rear Compt	1	$	673.94
194 0553729	Not Required, Restraint, Water Tank, Heavy Duty	1	$	-
195 0003429	Not Required, Direct Tank Fill	1	$	-
196 0003424	Not Required, Dump Valve	1	$	-
197 0048710	Not Required, Jet Assist	1	$	-
198 0030007	Not Required, Dump Valve Chute	1	$	-
199 0514778	Not Required, Switch, Tank Dump Master	1	$	-
200 0689065	Hose Bed, Aluminum, Saber/Commercial	1	$	-
201 0003481	Hose Bed Capacity, Special Capacity, Hosebed - 500' x 3" //1000' x 5" // 500' x 2.5"	1	$	-
202 0083488	Divider, Hose Bed, .25" Unpainted Qty, Hosebed Dividers - 2	2	$	800.27
203 0591033	Hose Restraint, Hose Bed, Vinyl, Top and Rear Color, Vinyl Cover - a) red Type of fastener - Velcro/Snaps - Sides of Hosebed Type of fastener, Rear - seat belt buckle - bottom of hosebed Type of fastener, Front - Velcro with snaps - Front Hosebed Vinyl flap weight - Lead Shot Weighted	1	$	361.64
204 0037034	Lettering, Hose Bed Cover, Non-Reflective Vinyl, Rear Flap Color, Lettering - a) white Qty, Lettering - 08	8	$	174.26

	Size, Non-Ref Letter Mat - d) 8.00"			
	Lettering, Hosebed - TBD			
205 0013512	Running Boards, 12.75" Deep	1	$	-
206 0681766	Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1	$	1,359.00
207 0690027	Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1	$	-
208 0003531	Tow Bar, Under Tailboard	1	$	-
209 0590926	Hose Restraint, Running Board, Velcro Straps	2	$	276.13
	Location, Hose Tray, Running Board - a) both sides			
	Qty, Tray, Hose - 2			
210 0024110	Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose	2	$	1,129.41
	Location, Hose Tray, Running Board - a) both sides			
	Qty, Tray, Hose - 2			
211 0003561	Construction, Compt, Alum, Pumper	1	$	-
212 0083686	LS 152" Rollup, Full Height & Depth Front & Rear	1	$	2,718.04
213 0086379	RS 152" Rollup, 3/4 Height Front & Rear, (1) Lap Broom, FDLER	1	$	3,163.87
214 0594005	Doors, Rollup, Amdor, Side Compartments	5	$	211.70
	Qty, Door Accessory - 05			
	Color, Roll-up Door - AMDOR Painted to Match Lower Body			
	Latch, Roll-up Door - Non-Locking Liftbar			
215 0545606	Compt, Flush Rear, Rollup, 37.75" FF, 25.88" Deep	1	$	739.10
216 0594003	Door, Amdor, Rollup, Rear Compartment	1	$	28.65
	Color, Roll-up Door - AMDOR Satin Aluminum			
	Latch, Roll-up Door - Non-Locking Liftbar			
217 0554995	No Body Modification Required	1	$	-
218 0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7	$	-
	Qty, - 07			
	Location, Compartment Lights - All Body Compts			
219 0613718	Access Door, Cargo Compt, LS, Spring Hinged, Vert Hinged	1	$	403.82
	Door, Material & Finish, Storage - Aluminum Treaplate			
	Hinge, Location - Forward			
220 0709477	Access Door, Cargo Compt, RS, Spring Hinged, Vert Hinged	1	$	403.82
	Door, Material & Finish, Storage - Aluminum Treaplate			
	Hinge, Location - Forward			
221 0687146	Shelf Tracks, Painted	7	$	997.95
	Qty, Shelf Track - 07			
	Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1			
222 0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	8	$	1,916.29
	Qty, Shelf - 08			
	Material Finish, Shelf - Painted - Spatter Gray			
	Location, Shelves/Trays, Predefined - .Location To Be Determined			
223 0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	3	$	2,684.53
	Qty, - 03			
	Location, Tray Slide-Out, Floor Mounted - RS3, B1 and LS3			
	Material Finish, Tray - Painted - Spatter Gray			
224 0024016	Rub Rail, Aluminum Extruded, Side & Rear of Body	1	$	-
225 0784811	Fender Crowns, Rear, Stainless, w/Removable Liner	1	$	-
	Material Finish, Fender Liner - Painted			
226 0602346	Hose, Hard Suction, Provided by Dealer, Pumper NFPA 2016 Classification	2	$	-
	Qty, Hard Suction Hose - 2			
	Brand, Model, Age of Tool - TBD			
	Length, Hard Suction Hose - 10'			
	Diameter, Hard Suction Hose - 6.00"			
	Type of Hose Ends, Couplings, Hard Suction Hose - long handle			
227 0004090	Troughs, (2), H.S.H., LS High Side	1	$	1,072.01
	Fill in Blank - 10' x 6"			
228 0626229	Handrails, Side Pump Panels, Per Print	1	$	-
229 0004126	Handrails, Beavertail, Standard	1	$	(0.00)

230 0004146	Handrail, Rear, Below Hose Bed, Full Width	1	$	-
231 0654143	Compt, Air Bottle, Single, Common Triple Door (DEF/Fuel), Fender Panel	1	$	993.59
	Door Finish, Fender Compt - Polished			
	Latch, Air Bottle Compt - Flush Lift & Turn			
	Insert, Air Bottle Compt - Rubber Matting			
232 0657522	Compt, Air Bottle, Triple, Fender Panel	3	$	2,980.78
	Qty, Air Bottle Comp - 3			
	Door Finish, Fender Compt - Polished			
	Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS			
	Latch, Air Bottle Compt - Flush Lift & Turn			
	Insert, Air Bottle Compt - Rubber Matting			
233 0004225	Ladder, 24' Duo-Safety 900A 2-Section	1	$	-
234 0004230	Ladder, 14' Duo-Safety 775A Roof	1	$	-
235 0014308	Rack, Zico Quic-Lift, Right Side	1	$	7,205.99
236 0014245	Ladder, 10' Duo-Safety Folding 585A, w/Mounting	1	$	-
	Location, Folding Ladder - Ladder Compartment			
237 0602877	Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1	$	-
	Pike Pole Make/Model - Duo-Safety 10' Pike Pole			
238 0602875	Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1	$	-
	Pike Pole Make/Model - Duo-Safety 6' Pike Pole			
239 0004374	Holders for Pike Pole(s) on Zico Ladder Rack	2	$	111.09
	Qty, - 02			
240 0024388	No Steps Required, Front Of Body	1	$	-
241 0592994	Steps, Folding, Rear of Body, w/LED, Trident	1	$	-
	Coating, Step - black			
242 0014441	Pump, Hale, QMAX-150, 1500 GPM, Single Stage	1	$	5,047.47
243 0014481	Seal, Grafoil, Hale	1	$	-
244 0014477	Trans, Pump, Hale, Gear	1	$	-
245 0635600	Pumping Mode, Stationary Only	1	$	-
246 0604324	Pump Shift, Air w/Manual Override, Split Shaft, Interlocked, Hale	1	$	1,700.28
247 0003148	Transmission Lock-up, EVS	1	$	-
248 0004547	Auxiliary Cooling System	1	$	-
249 0014486	Not Required, Transfer Valve, Stage Pump	1	$	-
250 0540425	Valve, Relief Intake, TFT	1	$	81.51
	Pressure Setting - 125 psig			
251 0536322	Controller, Pressure, Pierce, Custom Chassis	1	$	-
252 0072153	Primer, Trident, Air Prime, Air Operated	1	$	-
253 0658552	Thermal Relief Valve, TRV120-L w/Red Warning Light, Hale Pump	1	$	926.75
	Location, Thermal Relief Discharge - Ground			
254 0780364	Manuals, Pump, (2) Total, Electronic Copies	1	$	-
255 0602512	Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1	$	-
256 0795135	Plumbing, Stainless Steel, w/Foam System	1	$	-
257 0004645	Inlets, 6.00" - 1250 GPM or Larger Pump	1	$	-
258 0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	1	$	-
259 0084610	Valves, Akron 8000 series- All	1	$	-
260 0004660	Inlet, Left Side, 2.50"	1	$	-
261 0004680	Inlet, Right Side, 2.50"	1	$	1,338.63
262 0016158	Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1	$	-
	Qty, Inlets - 1			
263 0004700	Control, Inlet, at Valve	1	$	-
264 0092569	No Rear Inlet (Large Dia) Requested	1	$	-
265 0092696	Not Required, Cap, Rear Inlet	1	$	-
266 0064116	No Rear Inlet Actuation Required	1	$	-
267 0009648	No Rear Intake Relief Valve Required on Rear Inlet	1	$	-
268 0092568	No Rear Auxiliary Inlet Requested	1	$	-
269 0563738	Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1	$	-
270 0029043	Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1	$	-

271 0004910		Outlet, Tank Fill, 2"	1	$	730.94
272 0004940		Outlet, Left Side, 2.50"	2	$	-
		Qty, Discharges - 02			
273 0092570		Not Required, Outlets, Left Side Additional	1	$	-
274 0004945		Outlet, Right Side, 2.50"	1	$	(1,809.74)
		Qty, Discharges - 01			
275 0005030		Outlet, Right Side, 3" w/3" Plumbing (added)	1	$	2,842.03
		Qty, Discharges - 01			
276 0029137		Not Required, Outlet, Large Diameter	1	$	-
277 0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1	$	3,305.80
		Fitting, Outlet - 2.50" NST with 90 degree swivel			
		Drain, Front Outlet - Automatic			
		Location, Front, Single - top of right bumper			
278 0092575		Not Required, Outlet, Rear	1	$	-
279 0092574		Not Required, Outlet, Rear, Additional	1	$	-
280 0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1	$	-
281 0085076		Caps for 1.50" to 3.00" Discharge, VLH	1	$	-
282 0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1	$	-
283 0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1	$	-
284 0035094		Not Required, Elbow, Left Side Outlets, Additional	1	$	-
285 0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1	$	-
286 0045097		Elbow, Right Side Outlets, 30 Degree, 3.00" FNST x 5.00" Storz w/Cap, Additional	1	$	275.45
287 0045099		Not Required, Elbow, Rear Outlets	1	$	-
288 0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1	$	-
289 0007308		Not Required, Elbow, Large Diameter Outlet	1	$	-
290 0062133		Control, Outlets, Manual, Pierce HW if applicable	1	$	-
291 0005065		Outlet, 3.00" Deluge Riser	1	$	-
292 0029302		No Monitor Requested	1	$	-
293 0029304		No Nozzle Req'd	1	$	-
294 0005070		Deluge Mount, NPT	1	$	-
295 0025140		Not Required, 1.50" Crosslays	1	$	-
296 0029196		Not Required, 2.50" Crosslay	1	$	-
297 0605295		Speed, (2) 1.5" (1) 2.5" w/Poly Trays, Top Mt/Side Cntrl Spl. Cap.	1	$	9,652.04
		Capacity, Special Speedlay FITB - 200' x 1.75" / 200' x 2.5"			
298 0591142		Hose Restraint, Speedlay, Vinyl, Strap Fasteners, Each Side	2	$	-
		Color, Vinyl Cover - a) red			
		Qty, - 02			
		Type of fastener - Velcro straps			
		Restraint Location - Bottom (towards the ground)			
299 0590877		Hose Restraint, Crosslay/Deadlay, Aluminum Treadplate, Top Only	1	$	605.76
		Stay arm, Tray Cover - f) Rubber Latch			
		Restraint Location - Front (towards front of truck)			
300 0032137		Foam Sys, External	1	$	-
301 0012126		Not Required, CAF Compressor	1	$	-
302 0552517		Not Required, Refill, Foam Tank	1	$	-
303 0789547	SP	Auxiliary Foam Supply, Elkhart Model 81232001	2	$	1,732.85
		Location - TBD			
		Qty, - 02			
304 0031896		Demonstration, Foam System, Dealer Provided	1	$	-
305 0005447		Foam Cell, 30 Gallon, Not Reduce Water	1	$	1,666.34
		Type of Foam - Class "A"			
306 0091036		Drain, 1.00" Foam Tank #1	1	$	-
307 0091079		Not Required, Foam Tank #2	1	$	-
308 0091112		Not Required, Foam Tank #2 Drain	1	$	-
309 0007545		Pump House, Side Control, 45", Control Zone	1	$	-
310 0032479		Pump Panel Configuration, Control Zone	1	$	-
311 0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1	$	-

	Material Finish, Pump Panel, Side Control - Painted FormCoat Black			
	Material, Pump Panel, Side Control - Aluminum			
312 0005578	Panel, Pump Access - Right Side Only	1	$	-
313 0035501	Pump House Structure, Std Height	1	$	-
314 0583824	Light, Pump Compt, Wln 3SC0CDCR LED White	1	$	173.08
	Qty, - 01			
315 0586382	Gauges, Engine, Included With Pressure Controller	1	$	(182.26)
316 0005601	Throttle Included w/ Pressure Controller	1	$	-
317 0549333	Indicators, Engine, Included with Pressure Controller	1	$	-
318 0069390	Control, Air Horn At Pump Panel w/Red Button	1	$	196.26
319 0511078	Gauges, 4.00" Master, Class 1, 30"-0-600psi	1	$	0.00
320 0511100	Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1	$	(0.00)
321 0536428	Gauge, Water Level, Pierce, In pressure Controller	1	$	-
322 0604028	Water Level Gauge, FRC, MaxVision WLA280-A00 Programable Remote Display	2	$	1,602.19
	Location - behind each crew cab door as high as possible			
	Qty, - 02			
	Activation, Water Level G - pb) parking brake is applied			
323 0062992	Gauge, Foam Level, (1) Tank, Class 1, 5lt	1	$	636.02
324 0593161	Light Shield, S/S LED	1	$	-
325 0606695	Air Horns, (2) Grover, Stutter Tone, 24" Long, in Bumper	1	$	-
326 0606835	Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1	$	-
327 0016065	Control, Air Horn, Horn Ring, PS Chrome Push Button	1	$	-
328 0547475	Siren, Wln 295HFSA7 200W, Dual Tone, Flush Mount	1	$	268.97
329 0790527	Location, Electronic Siren, Center Dash Switch Panel, Saber FR	1	$	-
	Location, Electronic Siren - switch panel # 7			
330 0006145	Control, Elec Siren, Horn Ring, PS Foot Sw	1	$	-
331 0601294	Speaker, (2) Wln, SP123BMC, Chrome ABS	1	$	829.71
	Connection, Speaker - siren head			
332 0601559	Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1	$	-
333 0056084	Wiring & Mount, Siren, Federal Q2B, Cust Installed	1	$	803.99
334 0006095	Siren, Mechanical, Mounted Above Deckplate	1	$	(224.03)
	Location, Siren, Mech - a) Left			
335 0026163	Control, Mech Siren, DS & PS Foot Sw	1	$	135.16
336 0006086	Switch, Second Siren Brake	1	$	135.16
337 0602935	Lightbar, Wln, Freedom IV-Q, 72", RRRRRRW__WRRRRRR	1	$	4,508.22
	Filter, Whl Freedom Ltbrs - No Filters			
338 0016380	No Additional Lights Req'd, Side Zone Upper	1	$	-
339 0774081	Lights, Front Zone, Wln C6L** SurfaceMax LED, In Common Bezel	1	$	(160.92)
	Color, Lens, LED's - Clear			
	Color, Lt DS Front - Red			
	Color, Lt PS Front - Red			
340 0653937	Flasher, Headlight Alternating	1	$	113.15
	Headlt flash deactivation - a)w/high beam			
341 0778309	Lights, Side Zone Lower, Wln C6L**, 6lts	1	$	592.49
	Location, Lights Front Side - b)each side bumper			
	Color, Lens, LED's - Clear			
	Location, Lights Mid Side - Over Front Wheels			
	Location, Lights Rear Side - Over Rear Wheels			
	Color, Lt Side Front, DS - Red			
	Color, Lt Side Front, PS - Red			
	Color, Lt Side Mid DS - Red			
	Color, Lt Side Mid PS - Red			
	Color, Lt Side Rear PS - Red			
	Color, Lt Side Rear DS - Red			
342 0517246	Lights, Side, Wln Strip-Lite PS*00F*R LED 1st	4	$	766.47
	Location, Lights - rub rail centered under LS1/RS1 and LS3 and RS3			
	Qty, - 04			

		Color, Lights, Warning - gla) red			
		Control, Light - b) side warning			
		Color, Lens, LED's - c)clear			
343 0778301		Lights, Rear Zone Lower, Wln C6L** LED, For 3 or 4 Bezel	1	$	-
		Color, Lens, LED's - c)clear			
		Color, Lt DS Rear - Red			
		Color, Lt PS Rear - Red			
344 0776280	SP	Lights, Rear, Wln C9L** LED, 1st	2	$	1,079.85
		Location - one (1) each side of rear bulk head between the lower and upper			
		Qty, - 02			
		Color, Lights, Warning - Red Flashing			
		Color, Lens, LED's - Clear			
345 0088745		Light, Rear Zone Upper, Wln L31HRFN LED Beacon, Red LED	1	$	53.90
		Color, Dome, Rear Warning - j) both domes clear			
346 0006551		Not Required, Lights, Rear Upper Zone Blocking	1	$	-
347 0026600		Mtg, Rear Warn Lts, Std Mount, S/S Brkts,w/S/S Shields	1	$	32.59
348 0791528		Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	1	$	1,594.37
		Activation, Traffic Dir L - Not Connected			
349 0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1	$	426.89
350 0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1	$	65.03
351 0519934		Not Required, Brand, Hydraulic Tool System	1	$	-
352 0649753		Not Required, PTO Driven Hydraulic Tool System	1	$	-
353 0649750		Not Required, Hydraulic Reels	1	$	-
354 0007150		Bag of Nuts and Bolts	1	$	-
		Qty, Bag Nuts and Bolts - 1			
355 0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire	1	$	-
356 0519913		Not Required, Soft Suction Hose	1	$	-
357 0602389		Strainer, Provided by Dealer, Pumper NFPA 2016 Classification	1	$	-
358 0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire	1	$	-
359 0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1	$	-
360 0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1	$	-
361 0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1	$	-
362 0607712		Paint Process / Environmental Requirements	1	$	-
363 0601367		Paint, Single Color, Saber PMFD	1	$	2,591.64
		Paint Color, Saber, PMFD - #778 red			
364 0646897		Paint Chassis Frame Assy, E-Coat, Standard	1	$	-
		Paint Color, Frame Assembly, Predefined - Standard Black			
365 0693797		No Paint Required, Aluminum Front Wheels	1	$	(210.10)
366 0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1	$	204.98
		Paint, Wheels - Black #101			
367 0007230		Compartment, Painted, Spatter Gray	1	$	-
368 0544175		Reflective Band, 2"-4"-2"	1	$	619.66
		Color, Reflect Band - A - d) blue			
		Color, Reflect Band - B - t) gold			
		Color, Reflect Band - C - z) blue			
369 0007356		Reflective across Cab Face	1	$	-
370 0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1	$	-
		Color, Rear Chevron DG - fluorescent yellow green			
371 0634721		Stripe, Reflective, Chevron, Cab Doors Interior, Diamond Grade	1	$	172.02
		Color, Reflect Band - A - p) fluorescent yellow green diamond grade			
		Size, Chevron Striping - 04			
		Color, Reflect Chev - A - r) red diamond grade			
372 0033179		Lettering Specifications, Reflective	1	$	-
373 0686160		Lettering, Reflective, 3.00", (21-40)	1	$	(776.34)
		Outline, Lettering - Outline and Shade			
374 0686013		Lettering, Reflective, 6.00", Each	8	$	203.72
		Qty, Lettering - 08			

	Outline, Lettering - Outline and Shade			
375 0655896	Sign Kit, Painted, Holder and Insert, Each	4	$	1,500.75
	Location - TBD			
	Qty, - 04			
	Size - TBD			
376 0695610	Emblem, Reflective, Per Dept. Submittal, Each	4	$	1,069.01
	Qty, - 04			
	Location, Emblem - TBD			
	Size, Dept Seal, Reflect - 16" - 18"			
377 0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1	$	-
	Qty, - 01			
378 0772037	Manual, Chassis Service, USB Flash Drive, Custom	1	$	-
	Qty, - 01			
379 0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom	1	$	-
380 0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	1	$	-
381 0696698	Warranty, Engine, Cummins, 5 Year, WA0181	1	$	-
382 0684952	Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1	$	-
383 0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	1	$	-
384 0610471	Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1	$	-
385 0610485	Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1	$	-
386 0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1	$	-
387 0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	1	$	-
388 0595813	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1	$	-
389 0695416	Warranty, Pierce Camera System, WA0188	1	$	-
390 0647720	Warranty, Pierce LED Strip Lights, WA0203	1	$	-
391 0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1	$	-
392 0685945	Warranty, Transmission Cooler, WA0216	1	$	-
393 0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1	$	-
394 0596025	Warranty, Structure, 10 Year, Body, WA0009	1	$	-
395 0693126	Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1	$	-
396 0639211	Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0248	1	$	-
397 0648675	Warranty, 10 Year S/S Pumbing, WA0035	1	$	-
398 0641372	Warranty, Foam System, Not Available	1	$	-
399 0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1	$	-
400 0595412	Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1	$	-
401 0683627	Certification, Vehicle Stability, CD0156	1	$	-
402 0777618	Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2017,CD0155/CD0158	1	$	-
403 0686786	Certification, Power Steering, CD0098	1	$	-
404 0631980	Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1	$	-
405 0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1	$	-
406 0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1	$	-
407 0631974	Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1	$	-
408 0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1	$	-
409 0631976	Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1	$	-
410 0631971	Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1	$	-
411 0545073	Amp Draw Report, NFPA Current Edition	1	$	-
412 0002758	Amp Draw, NFPA/ULC Radio Allowance	1	$	-
413 0799248	Appleton/Florida BTO	1	$	-
414 0000017	FLORIDA DIVISION BODY	1	$	-
415 0000012	PIERCE CHASSIS	1	$	-
416 0004713	ENGINE, OTHER	1	$	-
417 0046395	EVS 3000 Series TRANSMISSION	1	$	-
418 0020012	HALE PUMP	1	$	-
419 0020009	POLY TANK	1	$	-
420 0028047	NO FOAM SYSTEM	1	$	-
421 0020006	SIDE CONTROL	1	$	-
422 0020007	AKRON VALVES	1	$	-

423 0020015	ABS SYSTEM	1	$	-
424 0658751	Manufacturing Attribute	1	$	-
		Total List:	**$**	**164,826.61**

IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Sales Quote Number: Q186207
Sales Quote Date: 3/4/2019

Customer ID TEN-8
SalesPerson
Email :
Ten-8 Contact Bruce Scott
Email : bscott@ten8fire.com

Sell To :
ESCAMBIA CO. CLERK OF COURT
ACCOUNTS PAYABLE DEPT.
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

Ship To :
ESCAMBIA CO. CLERK OF COURT

7009 PINE FOREST ROAD
PENSACOLA, FL 32526

Payment Terms : NET 30 DAYS

Ship Via : STANDARD DELIVERY

Item No.	Description	Unit	Quantity	Unit Price	Total Price
TFT-AB1ST-NX	BALL INTAKE 5.0" STORZ RIGID X 6.0" FEMALE	EACH	1	1,338.41	1,338.41
AKR-34330005	APOLLO HI RISER,DECK MT,TUBE,TIPS,2,5" DUAL BASE	EACH	1	4,767.60	4,767.60
HAR-HSH-60NH-10	FLEX LITE SUCTION HOSE 6"LHF X 6" RLM X10'	EACH	2	373.68	747.36
KOC-BS60	BARREL STRAINER, 6"	EACH	1	116.20	116.20
FRT	FREIGHT CHARGES	EACH	1	150.00	150.00

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 7,119.57

Subtotal:	**7119.57**
Invoice Discount:	0.00
Total Sales Tax	0.00
Total:	**7,119.57**

This Quote is valid until 04/03/19

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

EXHIBIT B

WARRANTY

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions: See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity
Custom Chassis Frame
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Custom Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

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3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

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3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Graphics Fading and Deterioration

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each graphic lamination shall be free from defects in material, workmanship, fading, and deterioration.**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**One (1) Year**
Conditions and Exclusions: See Also Paragraphs 2 thru 4	**This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

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3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

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Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY

Allison Transmission.

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Dana Holding Corporation
Commercial Vehicle Products Group
Grace Lake Corporate Center
1 Village Center Drive
Van Buren Township, Michigan 48111
www.dana.com

FOR IMMEDIATE RELEASE

5 YEAR WARRANTY FOR YOUR FIRE/RESCUE VEHICLE

Dana Holding Corporation's Commercial Vehicle Systems Group is pleased to announce a change in our standard warranty for fire/rescue vehicles. Starting in 2011, all steer and drive axle applications for fire or rescue vehicles will carry a minimum 5 year / 100,000 mile warranty. Additional 1 and 2 year extended warranty packages are available. (Applicable fees apply) That's a total of 7 years of warranty coverage. Our experience in extended warranty coverage's dates back to the mid 80's. Since then, we have pioneered many new programs designed to deliver warranties, which meet the demands of an ever-changing industry. From our first versions of the on/off-highway coverage's, to our more recent vocational warranties, customization and customer satisfaction, have always been our goals.

For further information and requirements, please go to www.roadranger.com.

24K STEER BEAM NOW AVAILABLE

Dana Holding Corporation is continually working with chassis manufactures to determine needs and how best to offer a solution. The amount of equipment has increased over the years and not all firehouses can accommodate a tandem axle vehicle. We have listened to your requests for a slightly higher front GAWR for single axle vehicles. Dana can now offer a front steer beam with a 5 ¼" drop at 24K GAWR. This will allow chassis manufactures to meet the limited length requirements while still carrying the same amount of equipment.

Please contact your Dana representative for further information

For additional information please contact:

Alan Manzon
Account Manager - Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711
Phone: (734) 629-1141
alan.manzon@dana.com

Dana Holding Corporation
Commercial Vehicle Products Group
Grace Lake Corporate Center
1 Village Center Drive
Van Buren Township, Michigan 48111
www.dana.com

New for 2011!

Dana Holding Corporation is pleased to announce a change in our standard warranty for fire/rescue vehicles. All steer and drive axles will now come with a 5 year / 100,000 mile warranty. For further information, please go to www.roadranger.com.

Dana Holding Corporation is working with chassis manufactures to supply a 24K front steer beam with a 5 ¼' drop. We have listened to your requests for a slightly higher GAWR for single axle aerials. Not all fire stations can accommodate a long wheel base application. This allows manufactures to meet the limited length requirements for smaller fire houses. Please submit your requests through our website. Please indicate on the application your need for 24K GAWR.

Finally, our drive axles will accommodate simultaneous auxiliary braking. Dana axles are built tough and were design with Telma retarders in mind. Submit your application for single or tandem designation.

Dana Holding Corporation will work with you to provide the best drive train solution with the best warranty in the fire/rescue industry. For additional information please contact:

Alan Manzon
Account Manager - Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711

Phone: (734)629-1141
Cell: (269)312-3220
Alan.manzon@dana.com

Hale, Inc.
607 N.W. 27th Ave.
Ocala, FL 34475-5623

1-800-220-HALE
www.haleproducts.com
www.class1.com

Warranty Statement

Subject to the following general and specific terms and conditions, Hale, Inc. ("Hale") hereby warrants to the original Purchaser* that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions**.

General Terms and Conditions

The following limitations, exclusions, procedures and other terms and conditions shall apply for all Products:

Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly maintained in accordance with Hale's instruction manual and industry standards
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Hale's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Hale or a person authorized by Hale to make such alteration or modification or perform such service or repair
- Hale is not paid the full amount of the purchase price for Product when due

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provide or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Hale
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, product or equipment.

Hale shall have no obligation under any Warranty unless Purchaser or its customer promptly notifies Hale of the failure giving rise to the Warranty claim, such notice is received by Hale within the applicable Warranty Period, and Hale is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Hale may reasonable request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

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* *The "Purchaser" is the original purchaser from Hale, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.*

Hale reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned Products for Warranty replacements.

Hale shall have the right to physically inspect Product claimed to be defective. If requested by Hale, Purchaser shall deliver the Product claimed to be defective to Hale at its manufacturing facility or to another party or location designated by Hale. In such event, Hale shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Hale within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Hale. Failure to make timely delivery to Hale of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping changes in connection with the delivery of Product claimed to be defective to Hale at its manufacturing facility or to another party or location designated by Hale and the delivery of repaired or replacement Product or parts to Purchaser. Product claimed to be defective must be shipped by Purchaser freight prepaid. Repaired and replacement Product and parts therefore will be shipped to Purchaser freight collect. Purchaser shall bear all risk of loss or damage during shipment.

If requested to do so by Purchaser, Hale may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Hale ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Hale at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Hale ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Hale determines that the Product is repairable, have the Product repaired by Hale or another party designated by it on a time and materials basis at Hale's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

HALE'S WARRANTY AS SET FORTH HEREIN IS HALE'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST HALE. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS PROVIDED HEREIN, HALE SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL HALE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF HALE IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.

HALE, INC. Product Specific Warranty Terms and Conditions (January 1, 2013)			
Product *		**Warranty Period**	**Warranty Coverage ****
Pumps Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Fire Service Applications (non-Marine)	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship.
			At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Hale at original purchaser's request at time of order.
			Under Standard Warranty, Hale will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period .
			Under Extended Warranty (if purchased by original Purchaser), Hale will cover parts and labor for the full Warranty Period.
			When labor is covered, Service Provider will be reimbursed at Hale's then current standard labor hours and rates for labor to make repair (if not repaired by Hale) and to remove defective Product and re-install repaired or replacement Product. Hale's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Hale's then current mileage reimbursement rate.
	Marine, Refueller and Other Applications	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours .	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Engine Driven Units ***	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included, but any other labor (including removal and re-installation) and mileage are excluded. Service Provider will be reimbursed at Hale's then current standard labor hours and rates for labor to make repair (if not repaired by Hale). Hale's written authorization of repair estimate is required prior to performance of repair work.
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

HALE, INC. Product Specific Warranty Terms and Conditions (January 1, 2013)			
Product *		**Warranty Period**	**Warranty Coverage ****
Pump Modules Pump Body Weldments, Stainless Manifolds, and Fabricated Panels		10 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Hale determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included.
			Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA complaint and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
Foam CAFS Systems, FoamLogix Proportioners, and EZ Fill		1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pump Repair & Replacement Parts		90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pressure Gauges		3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Plumbing		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Valves	SVS "Torrent" Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

* *When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage.*

** *For each Product, Hale will have the option to refund to Purchaser (in cash or by credit) the purchase price Hale was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Hale in its sole discretion.*

*** *All engine related service, performance and warranty issues will be handled by the engine OEM or their local distributor.*

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Stainless Steel Piping
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: See Also Paragraphs 2 thru 4	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

MERITOR WABCO

Safety Strong. Efficiency Smart.

Warranty
Model Year 2018 Vehicles

SIMPLER IS BETTER

Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

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How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

Heavy Service Vehicles

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

Heavy Service Typically Is

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile

Meritor WABCO Components[1]

ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	3/300/P&L
Roll Stability Control (RSC)	3/300/P&L
Air Dryers (ALL)	1/100/P&L
Leveling Valves	1/100/P&L
Air Brake Valves	1/100/P&L
Emission Valves (SCR)	2/200/P&L
Clutch Controls	2/200/P&L
Air Compressors (ALL)[2]	1/100/P&L
OnGuard™	3/300/P&L
OnGuardACTIVE™	3/300/P&L
OnLane™ Lane Departure Warning	3/300/P&L
Blind Spot Detection	3/300/P&L
OptiRide™	2/200/P&L
Trailer Roll Stability Support (RSS)	3/300/P&L
Trailer Control Line Filter[3]	1/100/P&L
Trailer ABS Valve[3]	3/300/P&L

[1] WABCO and Meritor WABCO branded components.
[2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by Meritor WABCO. Please contact your respective dealer/distributor of those engines for warranty and servicing.
[3] An extended warranty of 4/400/P will be applied when a Meritor WABCO Trailer Control Line Filter is used in combination with a Meritor WABCO Trailer ABS valve.

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All

The cost of any repairs, replacements or adjustments to a covered product due to the following: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, (b) damaged threads, (c) cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (d) damaged sensors from removal when seized in block, or associated with sensor adjustments/ alignments, and (e) damage resulting from the use or installation of non-genuine Meritor WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or Meritor WABCO name plate, serial numbers or label identifying the device as a Meritor WABCO product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination out of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

Air Dryers

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

Air System Components

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, Electronic Stability Control (ESC), Roll Stability Control (RSC), OptiRide™, OnGuard™ and OnLane™, collectively "Electronics"

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues.

Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

Hydraulic Components

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

Coverage Limitations

Product Description

All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX™ Software

Proper diagnostics of Meritor WABCO Electronics may require the latest version of TOOLBOX™. Additional labor due to use of an outdated version of TOOLBOX™. TOOLBOX™ software, and/or the time to purchase or install latest version of TOOLBOX™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor WABCO Vehicle Control Systems warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede Meritor WABCO's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the Meritor WABCO warranty has not expired under the terms stated above, the Meritor WABCO warranty would be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized Meritor WABCO service location and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor WABCO through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor WABCO directly. Failure to notify Meritor WABCO of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor WABCO as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor WABCO or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor WABCO's warranty requires that the application of products be properly approved pursuant to OEM and Meritor WABCO, approvals.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
In addition to the items listed on page 7, this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor WABCO, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by Meritor WABCO.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor WABCO's option. Meritor WABCO reserves the right to require that all applicable covered components are available and/or returned to Meritor WABCO for review and evaluation.

(6) DISCLAIMER OF WARRANTY.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SOME STATES LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(7) LIMITATION OF REMEDIES.
IN NO EVENT SHALL MERITOR WABCO BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TOWING, DOWNTIME, LOST PRODUCTIVITY, CARGO DAMAGE, TAXES, LOST PROFITS, COSTS OF PROCUREMENT OF A SUBSTITUTE COMPONENT OR ANY OTHER LOSSES OR COSTS RESULTING FROM A COVERED COMPONENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(8) TIME LIMIT ON COMMENCING LEGAL ACTION.
ANY LEGAL ACTION OR CLAIM ARISING FROM OR RELATED TO THIS WARRANTY, IN CONTRACT OR OTHERWISE, MUST BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THAT CAUSE OF ACTION, OR BE BARRED FOREVER.

(9) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor WABCO or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor WABCO service location. The dealer will inspect the vehicle and contact Meritor WABCO for an evaluation of the claim. When authorized by Meritor WABCO, the dealer will repair or replace during the term of this warranty any defective Meritor WABCO component covered by this warranty.

(10) Entire Agreement.
This is the entire agreement between Meritor WABCO and the Owner about warranty and no Meritor, Meritor WABCO employee, or dealer is authorized to make any additional warranty on behalf of Meritor WABCO unless in writing and signed by an authorized representative of Meritor WABCO.

For more information on
Meritor WABCO Warranty, call
our OnTrac Customer Service team
at 866-OnTrac1 (866-668-7221)
or visit meritorwabco.com.

Litho in USA. Revised 06/17.
SP-1375 (47865/11900)
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Meritor WABCO Vehicle Control Systems is a
joint venture of Meritor™ and WABCO

TRW COMMERCIAL STEERING SYSTEMS
800 HEATH STREET
LAFAYETTE, INDIANA 47904

PRODUCT WARRANTY

I. **WARRANTY**: The Commercial Steering Systems group of TRW, Inc., hereinafter referred to as "CSS", warrants that each new product supplied by CSS to its customer, when properly installed, used and maintained, shall be free from defect in material and workmanship for the period specified below:

(A) CSS Product installed in **New On-highway Motor Vehicle**:

Within twelve (12) months after date of delivery of such vehicle to the original retail purchaser, or before such vehicle has been driven one hundred thousand (100,000) miles, whichever event shall first occur.

(B) CSS Product installed in **New Agricultural, Turf, Industrial, or Construction Vehicles and Related Equipment**:

Within twelve (12) months after date of delivery of such vehicle/equipment to the original retail purchaser or before such vehicle/equipment has been operated for two thousand (2000) hours or fifty thousand (50,000) miles, whichever occurs first.

(C) CSS Product installed in **New End Product, Not Specifically Mentioned in Classifications (A) or (B) Above and All Other Off-Highway/Severe Applications**:
Within six (6) months after date of delivery of the original equipment manufacturer's end product to the original retail purchaser.

II. **REMEDY**: Customer's sole remedy under the foregoing warranty is limited to correction by means of repair, replacement or issuance of credit, at the option of CSS, of any product which is:

(A) Returned to CSS within the specified warranty time period, with prior notice to, and the written consent of, CSS, with transportation and handling charges prepaid, together with a statement describing the alleged defect, the part number, model number and application, and mileage or hours of use of such product; and

(B) Upon examination, determined by CSS not to conform to the warranty.

III. Any product which is repaired or replaced under this warranty will be returned to customer prepaid. Disposition of any product determined not to be covered by this warranty will be at the customer's expense.

IV. CSS will not be liable for any repairs, replacements, or adjustments to any product or any cost of labor performed by or at the request of customer without the express prior written consent of CSS.

V. **EXCEPTIONS**: The provision of this warranty shall not apply to any CSS product which is used for a purpose for which it is not designed, or which shall have been repaired or altered in any way, or which has been subject to misuse, negligence or accident, neglect of normal maintenance services, so as, in the judgement of CSS to adversely affect its performance and reliability. In no case will the CSS warranty exceed the standard published warranty of its customer in terms of time and/or distance. In all events, the CSS warranty will expire thirty (30) months after the date of manufacture as stamped on the Product. In the case of hydraulic equipment, operation with unapproved fluid or temperatures voids this warranty.

VI. **EXCLUSION OF ALL OTHER REMEDIES AND LIMITATION OF LIABILITY**: Customer's sole and exclusive remedy under the foregoing warranty shall be for the repair, replacement or issuance of credit with respect to a defective product, as set forth and described above. Other provisions hereof notwithstanding, CSS shall not be liable to Customer, or any successor in interest, beneficiary or assignee of Customer, based upon any claim against CSS, whether in contract, warranty, negligence, strict liability, indemnity or otherwise, for any special, consequential, incidental or other damages relating in any way to the design, manufacture, sale, installation or other use of any product purchased from CSS.

VII. **EXCLUSION OF ALL OTHER WARRANTIES: THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY BY CSS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.
Warranty Begins:	The date of delivery to the first retail purchaser.
Warranty Period Ends After:	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty. This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner. Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission. Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization. Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Effective 1 August, 2009

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products though alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued on back

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

POLY-TANK®,& POLYSIDE® are registered trademarks of UPF, Inc. INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™ are trademarks of UPF, Inc. © 08/01/09 UPF, Inc. Printed in the USA

Effective March 15, 2010

AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION

Warranty:

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is $ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of $ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.

2./ Corrosion of the substrate due to paint system failure.

3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.

2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.

3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.

4./ Scratches, chips, abrasions, or dents from any source.

This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.
Warranty Begins:	The date of delivery.
Warranty Period Ends After:	Fifty - Four (54) months
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

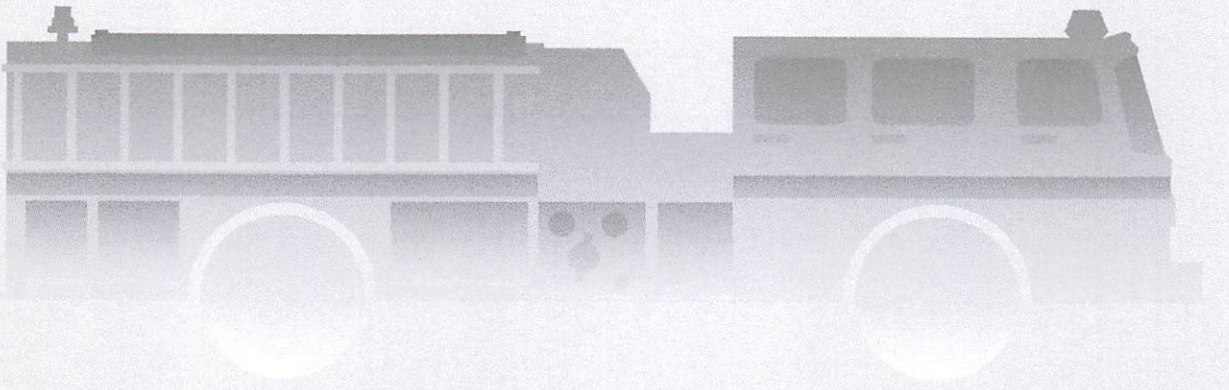
4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for ''downtime'' expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

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EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire Equipment, Inc., a Florida corporation ("Company") and Customer (as defined in Ten-8 Fire Equipment, Inc.'s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire Equipment, Inc. will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

NOTICE OF SOLICITATION

PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1420

SOLICITATION FOR: FIRE APPARATUS

Notice is hereby given sealed proposals will be received by the Public Procurement Authority at the address listed below, until **5:00 PM PST** on **February 12**, **2015** for FIRE APPARATUS for the Public Procurement Authority and government members of National Purchasing Partners across the nation, including Oregon and Idaho governmental units incorporated by "ATTACHMENT H" of the RFP, WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states. Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that will permit use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

PPA FIRE APPARATUS RFP #1420
Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

and marked **"RFP NUMBER 1420 FOR FIRE APPARATUS"**

NOTE: THE PUBLIC PROCUREMENT AUTHORITY WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

PPA FIRE APPARATUS RFP #1420
Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

855-524-4572 or questions@ProcurementAuthority.org

NOTE: PUBLIC PROCUREMENT AUTHORITY PUBLISHES ITS NOTICE OF SOLICITATIONS IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY AND ONLINE AT
www.ProcurementAuthority.org, **www.findrfp.com** and **www.nppgovernment.com**

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT
www.ProcurementAuthority.org, www.findrfp.com and www.nppgovernment.com

PUBLIC PROCUREMENT AUTHORITY
FIRE APPARATUS REQUEST FOR PROPOSAL

RFP NUMBER 1420

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IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIRE APPARATUS**

1.0 INTENT:

1.1 GENERAL INTENT

The Public Procurement Authority (PPA) serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the Public Procurement Authority Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190, in association with National Purchasing Partners, LLC (NPP), on behalf of NPP's government members (hereinafter referred to as "Participating Agencies") across the nation, including members of FireRescue GPO (FRGPO) and Public Safety GPO (PSGPO), Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating

Agencies, a cooperative procurement group, is soliciting proposals from qualified companies (hereinafter referred to as "Vendor") to enter into a Master Price Agreement for FIRE APPARATUS.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers active in the retail and wholesale of FIRE APPARATUS to submit a competitive pricing proposal offering FIRE APPARATUS to PPA, which will then be made available to NPP members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog ("catalog discount") or products and/or services in order that NPP, FRGPO, and PSGPO members who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing PPA and NPP members within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE APPARATUS for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The Public Procurement Authority is publishing this RFP with the express purpose to create publicly awarded contracts for use by it members, which may also benefit the thousands of fellow members of NPP, FireRescue GPO and Public Safety GPO. These are nationwide programs representing member government agencies in all 50 states. **We encourage proposer's response be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.**

Proposer's response should also take into consideration the considerable market potential for this solicitation. Because the successful bid will be incorporated into a nationwide purchasing program including thousands of local government participants, the PPA believes that contracts created from this solicitation will provide vendors with a significant market advantage. Members of NPP, FireRescue GPO and Public Safety GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The PPA believes that participation in the NPP purchasing program, benefits both its participating agencies and successful proposers. NPP engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

Solicitation is subject to the Public Procurement Authority's General Conditions & Instructions to Proposer(s), if any, and the following requirements:

1.3.1 This RFP and resulting Master Price Agreement is anticipated for use by the Public Procurement Authority's government members as well as other NPP member government entities and eligible nonprofit entities across the nation. The Public Procurement Authority has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal purchasing agreements allow Participating Agencies to make purchases at the Public

Procurement Authority's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The Public Procurement Authority and NPP will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. A true and correct copy of the Intergovernmental Cooperative Purchasing Agreement is attached hereto as "ATTACHMENT A".

The successful Proposer must deal directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The Public Procurement Authority and NPP shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPP, FireRescue GPO and Public Safety GPO provide vendor exposure and marketing support for the successful Proposer's products and services throughout its membership. Successful Proposers servicing the awarded contract to NPP members shall pay a Contract Administration Fee of $2000 per contract order (or invoice) under the Master Price Agreement as established in the NPP Vendor Administration Agreement (available upon request). A portion of the $2000 fee is paid to the Western Fire Chiefs Association pursuant to agreements with NPP, Fire Rescue GPO, and Public Safety GPO. Western Fire Chiefs Association also administers the solicitation and bidding processes for the PPA pursuant to a separate Administration Agreement at no cost to the PPA or its members.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the Public Procurement Authority will award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The Public Procurement Authority may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the Public Procurement Authority with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, the Public Procurement Authority's compliance with local laws, and the Participating Agencies nationwide.

Proposers shall be able to serve the needs of the NPP membership on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the Public Procurement Authority within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of the Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that members of NPP, FireRescue GPO, and Public Safety GPO (Participating Agencies) may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPP

NPP, owned by two healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPP's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The Public Procurement Authority encourages Minority and Women-owned Small Business Proposers to submit proposals.

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835-.855. Please see *www.OregonRehabilitation.org/qrf* for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPP pursuant to the reporting requirements identified in the NPP Vendor Administration Agreement. In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPP pricing to member government agencies nationwide, including the opportunity for NPP to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE APPARATUS offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire product line that are responsive to this RFP so that participating agencies may order a broad range of products and services as appropriate for their needs.

2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies access to the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies.

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A. A fixed percentage (%) off *marked price* based on the Proposer's catalog for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided proposer includes a justification.

B. Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to purchasers based on volume.

2.3.2 If proposer responds with pricing option "B" the following applies. Prices for items listed in the PRICING SCHEDULE ("ATTACHMENT D") shall remain firm for a period of six (6) months. Thereafter, Proposers may request price increases based on manufacturer costs, cost of labor and/or materials which must be supported by appropriate documentation. Proposers may also add or delete products and options identified on the Pricing Schedule, provided that any additions reasonably fall within the intent of the original Pricing Schedule category. If PPA agrees to the price increase or product or option modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.3 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, or to any contract or activity resulting from this solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a two (2) year period. Subject to a written agreement signed by the Public Procurement Authority and Successful Proposer, the Master Price Agreement may be extended up to a maximum of three (3), one (1) year periods. At least thirty (30) calendar days prior to the expiration of the current term the Proposer(s) shall be notified in writing by the Public Procurement Authority of the intention to extend the Master Price Agreement.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the Public Procurement Authority and Participating Agencies. The Public Procurement Authority shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

3.3.1 Indemnification

The successful Proposer shall indemnify the PPA and NPP as specified in the Master Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Oregon, provided that said insurance companies, meet the approval of the Public Procurement Authority. The form of any insurance policies and forms must be acceptable to the Public Procurement Authority.

Proposer(s)'s insurance shall be primary insurance with respect to the Public Procurement Authority, and any insurance or self-insurance maintained by the Public Procurement Authority shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The Public Procurement Authority shall not be obligated, however, to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the Public Procurement Authority's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the Public Procurement Authority, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the Public Procurement Authority, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation. Proposer(s) shall carry Workers' Compensation insurance to

cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of request for proposal

Publication of this Solicitation conforms with ORS 279, to include Public Notice by publication in a newspaper of general circulation in the area where the Public Procurement Authority is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the Public Procurement Authority.

Solicitation Notice Publications: October 27, 2014, January 12, 2015

4.1.2 Question and answer period

The PPA will post questions and answers concerning this Solicitation for a period of twenty three (23) days after initial publication of the Notice of Solicitation or November 13, 2014, whichever occurs later. All questions shall be submitted in writing via email to questions@ProcurementAuthority.org. The Public Procurement Authority reserves the right to accept and answer questions after the twenty three (23) day question and answer period has expired.

All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or questions@ProcurementAuthority.org. All questions and answers will be posted with the original solicitation on the Public Procurement Authority website at www.ProcurementAuthority.org

There will be no mandatory pre-proposal meeting. In lieu of a pre-proposal meeting, an informational webinar shall be held on Thursday, November 13, 2014 at 11:30 A.M. PST. To join the online webinar:

- Go to https://themeetingson.webex.com/themeetingsonrun/j.php?ED=318348452&UID=2154877612&RT=MiM0
- Follow the onscreen instructions for completing the login process
- Call in information is: (800-504-8071), passcode: (5887665)
- Meeting number is: 713895916
- You may want to check the link and your computer for compatibility in advance of the scheduled webinar.

4.1.3 Submission of proposals

Deadline for submission of proposals is **5:00 PM PST,** on **February 12, 2015.** Heidi Chames must receive all proposals before **5:00 PM PST** on the above date in the office of the Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Approximate opening date: 9:00 AM PST on **February 13, 2015** at the office of the Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.**Proposal selection and negotiation: Approximately February 13, 2015 to March 15, 2015.**

Approximate award date: April 1, 2015.

All responses to this proposal become the property of the Public Procurement Authority and (other than pricing) will be held confidential, to the extent permissible by law. The Public Procurement Authority will not be held accountable if parties other than the Public Procurement Authority obtain material from proposal responses without the written consent of the Proposer(s).

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

All inquiries concerning information herein shall be addressed to:

Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

Administrative telephone inquiries shall be addressed to:

Heidi Chames, 855-524-4572
Email inquiries shall be addressed to:

questions@ProcurementAuthority.org

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the Public Procurement Authority.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit to:

Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

A written request for a clarification or interpretation thereof at least ten (10) calendar days prior to the RFP closing date.

The Public Procurement Authority is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the Public Procurement Authority's web site and NPP website.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Electronic copies are to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the evaluation committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, solicitation number and title in the following manner:

RFP 1420: FIRE APPARATUS
Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number1420." Exceptions not listed under the heading, "Exception to the Solicitation, RFP Number 1420." shall be considered invalid. The Public Procurement Authority reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.
The Proposer shall detail any and all deviations from specifications, if any, as requested. The Public Procurement Authority may accept or reject deviations, and all Public Procurement Authority decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Proposal Solicitation, RFP Solicitation Number 1420

4.5.7 PRICING SCHEDULE ("ATTACHMENT D")

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B")

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Analysis Committee will be appointed by the Public Procurement Authority on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Analysis Committee and the PPA. There is a maximum score of 500 points and proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form

1) Pricing 2) Product Line 3) Conformance 4) Marketing 5) Customer Service 6) Coverage 7) Proven Experience & References

At the Public Procurement Authority's option, Proposers may be invited to make presentations to the Evaluation Committee. Public Procurement Authority reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.2 Pursuant to ORS 279, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All proposers shall identify the state to which it is a resident bidder.

5.1.1.3 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS, as set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.4 Pursuant to Section 1.5, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the Public Procurement Authority to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The Public Procurement Authority may cancel the procurement or reject any or all proposals in accordance with ORS 279. Under no circumstance will the Public Procurement Authority pay the costs incurred in the preparation of a response to this request.

5.2.2 The Public Procurement Authority reserves the right to:

5.2.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;
5.2.2.2 Negotiate with any qualified Proposer(s);
5.2.2.3 Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposer;
5.2.2.4 Waive or modify any irregularities in proposals received, after prior notifications to the Proposer(s).

5.2.3 Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the Public Procurement Authority, or the Public Procurement Authority decides to revise any part of this Request for Proposal, addenda will be provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

5.2.4 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 WITHDRAWAL OF PROPOSAL

At any time prior to the hour and date set for the receipt of proposals, the Proposer(s) may withdraw its proposal. Withdrawal will not preclude the submission of another proposal prior to the deadline.

5.4 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation Document for an Agreement solicited under ORS 279. Before seeking judicial review, a prospective Proposer must file a written protest with the Public Procurement Authority and exhaust all administrative remedies. Written protests must be delivered to the Public Procurement Authority at 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or solicitation document that the protester believes will remedy the conditions upon which the protest is based. The Public Procurement Authority shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279. The Public Procurement Authority shall respond pursuant to ORS 279. If the Public Procurement Authority upholds the protest, in whole or in part, the Public Procurement Authority may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The Public Procurement Authority may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279 are satisfied. Judicial review of the protest and the Public Procurement Authority's decision shall be governed by ORS 279.

5.5 NON-ASSIGNMENT

If a Master Price Agreement is awarded, it shall not be assigned in part or in total.

5.6 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the PPA to discuss the terms and conditions of the Master Price Agreement.

5.7 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify, that the Proposal contained herein, fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPP"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

SAMPLE

PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.

SAMPLE

_____ Date:_____
BY:
ITS:

Public Procurement Authority Contact Information:

Contact Person: _____
Address: _____
Telephone No.:_____
Email:_____

SAMPLE – DO NOT SIGN

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

SAMPLE – DO NOT SIGN

_____ Date:_____
BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____
_____
_____
Telephone No.:_____
Email:_____

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein

1.0 General questions ***(Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more).***

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with national vendors. Circle "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
  Yes or No

- ✓ Do you have a national distribution network?
  Yes or No

- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
  Yes or No

- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
  Yes or No

- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPP staff?
  Yes or No

- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
  Yes or No

1.2 Additional Information:

1.2.1 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. Include:
- 1.2.3.1.1 Agency name and address
- 1.2.3.1.2 Contact name, phone and/or email
- 1.2.3.1.3 Description of products/services sold and date.
- 1.2.3.1.4 PPA may use other information, however learned, in evaluation of the response.

1.2.2 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.2.3 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 Complete Exhibit 1

2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	
2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct	

E-commerce. [Insert response in box below]
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and services through Proposer's distribution system (including Alaska and Hawaii if applicable). [Insert response in box below]
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 If applicable, detail the sub-contracting process (ordering, shipment, invoicing) for those products not carried in Proposer's distribution center. The process shall be transparent to the Participating Agencies. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]

4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.

Contact Person:		**Title:**	
Mailing Address:			
City:		**State & Zip:**	
Email Address:			
Phone #:		**Fax #:**	
* Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]

6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.5 Special Orders. [Insert response in box below]
6.6 Post sale services issues. [Insert response in box below]
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]
6.8 Technical support services Proposer provides. [Insert response in box below]
6.9 Product substitution policy. [Insert response in box below]
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]

6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.12 Shipment tracking. [Insert response in box below]
6.13 Back order tracking process. [Insert response in box below]

6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska) The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below

Exhibit 1
Product/Service Coverage
FIRE APPARATUS
RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? **(leave blank for none)**	Number of distribution centers in each state? **(leave blank for none)**	Number of support locations in each state? **(leave blank for none)**
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			
RHODE ISLAND			

SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THIS FORM MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the Public Procurement Authority, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the Public Procurement Authority for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C
SPECIFICATIONS

FIRE APPARATUS

Proposers should respond with pricing for all equipment and options they wish to be considered in the evaluation for a possible award and master price agreement.

Response should include any and all fire apparatus proposer wishes to be considered for contract including but not limited to:

Pumper Fire Apparatus
Initial Attack Fire Apparatus
Mobile Water Supply Fire Apparatus
Aerial Fire Apparatus
Quint Fire Apparatus
Special Service Fire Apparatus
Mobile Foam Fire Apparatus

Apparatus must meet the general guidelines and specifications required in the latest edition of the National Fire Protection Association (NFPA) Standard for Automotive Fire Apparatus (NFPA 1901) and any standards referenced therein. All proposed apparatus must also comply with all applicable federal licensing, rules and regulations including but not limited to:

- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- American Society for Nondestructive Testing (ASNT)
- American Society for Testing Materials (ASTM)
- American Welding Society (AWS)
- Department of Transportation (DOT)
- Environmental Protection Agency (EPA)
- Federal Motor Vehicle Safety Standards (FMVSS)
- Institute of Electrical and Electronics Engineers (IEEE)
- National Institute for Occupational Safety and Health (NIOSH)
- Occupational Safety and Health Administration (OSHA)
- Society of Automotive Engineers (SAE)
- Underwriters Laboratory (UL)

Additionally, all proposed apparatus must meet applicable state DOT, licensing, rules and regulations in states covered by the response.

Because the specifications of this RFP are general in nature in order to meet the needs of the PPA and all members of the Government Division of National Purchasing Partners, it is incumbent upon the proposer to provide specifications and details for all apparatus and options in their response.

All responses must outline all related aspects of the vehicle sale including but not limited to sales (through authorized dealers), pre-delivery costs (including up to 3 factory visits), delivery, training, manuals, warranty, and service.

ATTACHMENT D
FIRE APPARATUS PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all possible categories. Proposer may subcontract items Proposer does not supply. The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the needs of the cooperative purchasing program.

Pricing and resulting relative discount to PPA and NPP membership shall be clearly delineated on each proposal. Contract pricing shall be based upon:

1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3) A combination of the above.

Vehicle Models

Proposers shall provide pricing on all apparatus vehicle models they wish to be considered including, but not limited to, the following categories where applicable:

- Chassis/cab builder
- Cab designs (2/4 door, tilt cab, etc.)
- Cab/body sheet metals (e.g., Stainless steel, aluminum, galvanized)
- Rear axle configuration (single/tandem/tandem front steering/triple rear)
- Fire pump capacities & mounting locations (e.g., 1250/1500/2500 GPM Pump, rear/mid-mounted)
- Body configurations (e.g., Walk-In/Non-Walk-In body)
- Aerial categories (e.g., Construction/turntable positions/aerial device functions)

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows PPA and NPP members the greatest number of procurement options. Options which replace standard equipment on a proposed vehicle model should be priced net of any credit due for the replaced item.

The following is *one example* of how pricing could be represented in proposer's response:

FIRE APPARATUS PRICING SCHEDULE	
NOTE: Be sure to provide ALL models for each particular type of apparatus vehicle to be considered. Add/Insert additional lines as necessary. The following categories are just <u>suggested</u>; it is anticipated the name, number, and name of actual categories provided by proposer will vary significantly	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
PUMPER	
Example: Ford F-550 2-Door, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted	**Example:** 15% off List **OR** $550,000
Options for each vehicle model or type may be listed here or as a separate options table	
INITIAL ATTACK	
Options for each vehicle model or type may be listed here or as a separate options table	
MOBILE WATER SUPPLY	
Options for each vehicle model or type may be listed here or as a separate options table	

AERIAL	
Options for each vehicle model or type may be listed here or as a separate options table	
QUINT	
Options for each vehicle model or type may be listed here or as a separate options table	
SPECIAL SERVICE	
Options for each vehicle model or type may be listed here or as a separate options table	
MOBILE FOAM	
Options for each vehicle model or type may be listed here or as a separate options table	

* Identify source of list price and publication date or expiration date.

Example FIRE APPARATUS OPTIONS TABLE	
NOTE: provide all options to be considered. Add/Insert additional lines as necessary. The following categories are just <u>suggested</u>; it is anticipated the name, number, and name of actual categories provided by proposer will vary significantly	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
OPTION DESCRIPTION	**PRICING**
Example: Entire catalog of options	**Example:** 10% Off List
Example: Chrome wheel upgrade, single axle	**Example:** $8,000
The next section could be used to represent other options not specifically listed above, including manufacturer and dealer installed options. These options may be included as a general category or as option categories.	
Example: "All other non-specified options available from the manufacturer"	**Example:** 5% Off List
Example: "All other non-specified options available from the dealer"	**Example:** List Price
Example: "All other non-specified emergency lighting options"	**Example:** At least 10% Off List

* Identify source of list price and publication date or expiration date.

ATTACHMENT E
PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon) or a national response (covering the entire U.S. or a large region of the U.S.).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposers response based on the criteria found in the proposal evaluation form.

STEP 1
Proposal Responsiveness

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
Deemed Fully Responsive	YES	NO
Categorized as Local or National	Local	National

Proposal Evaluation Form

STEP 2
Full Evaluation of Proposal

Point Value Definitions
5- Excellent – Substantially exceeds requirements
4-Very Good- Meet all requirements
3- Good – Meets most requirements
2- Satisfactory – Minimally meets requirements
1- Unsatisfactory – Requirements essentially not met
0- No Response provided

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
Pricing: Product price analysis and discounts proposed including favorable pricing for cooperative purchasing.	20			Comments:
Product Line: Product line offered in indicated coverage area, considering geographic distribution limitations, warranties, any sub-proposers and coordination of manufacturer and distribution in response.	25			Comments:
Conformance: Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	10			Comments:

Marketing: The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	20			Comments:
Customer Service: Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines.	5			Comments
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities and staff availability. **Note Exhibit 1 from PPW*	10			Comments:
Proven Experience & References: Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10			Comments:
TOTAL	100			General Comments:

Name of Evaluator _____ Date _____

Signature _____

ATTACHMENT F

ORS CHAPTERS 279 (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

(5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*)

(8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the contractor either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

ATTACHMENT G

WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ DOES NOT agree to sell to WIPHE Institutions.

_____ AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES Technical College
BELLEVUE Community College
BELLINGHAM Technical College
BIG BEND Community College
CASCADE Community College
CASCADIA College
CENTRALIA College
CLARK College
CLOVER PARK Technical College
COLUMBIA BASIN College
EDMONDS Community College
EVERETT Community College
GRAYS HARBOR College
GREEN RIVER Community College
HIGHLINE Community College
LAKE WASHINGTON Technical College
LOWER COLUMBIA College
OLYMPIC College
PENINSULA College
PIERCE College
RENTON Technical College
SEATTLE CENTRAL Community Colleges
SHORELINE Community College
SKAGIT Valley College
SOUTH PUGET SOUND Community College
SPOKANE Community Colleges
STATE BOARD for Technical & Community Colleges
WENATCHEE Valley College
YAKIMA Valley Community College
WHATCOM Community College

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY

CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLICE FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD
FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTITAS COUNTY
KITTITAS COUNTY PUD
KITTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES
PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201

SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC
WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H
LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappouse	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

Idaho's Incorporated Cities

Acequia	Dover	Idaho City	Mountain Home	Shoshone
Albion	Downey	Idaho Falls	Murray	Soda Springs
American Falls	Driggs	Island Park	Nampa	Spirit Lake
Ammon	Eagle	Aberdeen	Donnelly	Horseshoe Bend
Arco	Elk City	Juliaetta	New Plymouth	St. Maries
Ashton	Emmett	Kamiah	Nezperce	Stanley
Bancroft	Fairfield	Kellogg	Orofino	Star
Bellevue	Franklin	Ketchum	Parma	Stites
Boise	Fruitland	Kimberly	Payette	Sugar City
Bonners Ferry	Garden City	Kooskia	Pierce	Sun Valley
Buhl	Garden Valley	Kuna	Pocatello	Tetonia
Burley	Genesee	Lava Hot Springs	Post Falls	Troy
Caldwell	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Cambridge	Gooding	MacKay	Preston	Victor
Carey	Grandjean	Malad	Priest River	Wallace
Cascade	Grace	Malta	Rathdrum	Wardner
Challis	Grangeville	Marsing	Rexburg	Weippe
Chubbuck	Hailey	McCall	Richfield	Weiser
Coeur d' Alene	Harrison	McCammon	Rigby	Wendell
Cottonwood	Hauser	Melba	Riggins	Whitebird
Council	Hayden	Meridian	Rupert	Moscow
Dalton Gardens	Heyburn	Middleton	Salmon	
Dietrich	Hidden Springs	Montpelier	Sandpoint	

This is not a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

All other Idaho local government units shall be incorporated by this reference.

PUBLIC PROCUREMENT AUTHORITY
FIRE APPARATUS Solicitation Synopsis
Solicitation No. 1420

Intent

The Public Procurement Authority (PPA) served as Lead Agency to solicit proposals for Fire Apparatus. PPA works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba FireRescue GPO, dba Law Enforcement GPO and dba Public Safety GPO (collectively hereinafter "NPPGov"), to service the PPA and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of PPA and NPPGov to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

PPA has determined that it is advantageous for PPA to procure Fire Apparatus using the competitive RFP process rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, prohibits revision of the offers, and uses price as the predominate deciding factor. Such limitations prevent PPA from awarding the most advantageous contract(s) for PPA and its members.

Procedure

PPA issued an RFP (1420) on October 22, 2014.

The RFP was published in USA Today on October 27, 2014.

The RFP was published in the Daily Journal of Commerce on January 12, 2015.

The original RFP close date was January 26, 2015 but was extended to February 12, 2015 due to publication requirements.

The RFP was awarded on April 13, 2015.

The RFP was posted to the following web sites: www.nppgov.com, www.procurementauthority.org, and www.findrfp.com

The text of the published notice of solicitation is as follows:

Public Procurement Authority (PPA)
NOTICE OF SOLICITATION
PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Apparatus #1420
Industrial and Medical Gases, Accessories and Equipment #1415
Station Alerting #1425
Responses due 5:00 pm February 12, 2015
For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@procurementauthority.org or download at www.procurementauthority.org

PPA received proposals from the following vendors:

1. Toyne
2. Pierce Manufacturing
3. E.J. Metals
4. Sutphen
5. HME

Proposals were evaluated by PPA based on the criteria contained in the RFP and the following successful proposers were selected:

National:

- **E.J. Metals**
- **HME**
- **Pierce Manufacturing**
- **Sutphen**
- **Toyne**

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Pricing: Product price analysis and discounts proposed including favorable pricing for cooperative purchasing.	20
Product Line: Product line offered in indicated coverage area, considering geographic distribution limitations, warranties, any sub-proposers and coordination of manufacturer and distribution in response.	25
Conformance: Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	10
Marketing: The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	20

Customer Service: Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines.	5
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities and staff availability. **Note Exhibit 1 from PPW*	10
Proven Experience & References: Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10
TOTAL	100

Pricing Structure

E.J. Metals: Proposer provided a discount off list. See Price List Attachment in the resulting Master Price Agreement.

HME: Proposer provided a fixed price discount. See Price List Attachment in the resulting Master Price Agreement.

Pierce Manufacturing: Proposer provided a fixed price discount. See Price List Attachment in the resulting Master Price Agreement.

Sutphen: Proposer provided a discount off list. See Price List Attachment in the resulting Master Price Agreement.

Toyne: Proposer provided a fixed price discount. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP and Legal Counsel
bruce.busch@mynpp.com
(206) 494-4556
www.nppgov.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Washington)

I, Heidi Chames, being first duly sworn on oath, depose and state that I am a Contract Manager for Public Procurement Authority, a government entity performing public procurement functions. On this 22nd day of October, 2014, I caused to be deposited in the United States mail at Wilsonville, Washington County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE APPARATUS to the following addresses:

KME Fire Apparatus Phil Gerace Director of Sales & Marketing One Industrial Complex Nesquehoning, PA 18240-1499	**Ferrara Fire Apparatus** Mike Doran Vice President 312 Littlefield Ave. South San Francisco, CA 94080	**Seagrave Fire Apparatus** George Kanugh Marketing Manager & Dealer Development 105 East 12th St. Clintonville, WI 54929
Pierce Manufacturing Mike Schoenberger Vice President of Sales & Marketing 2600 American Drive, P.O. Box 2017 Appleton, WI 54912-2017	**E-One** Sam Itani VP of Global Sales 1601 SW 37th Ave. Ocala, FL 34474	**Toyne** 104 Granite Ave. Breda, IA 51436
Sutphen Corporation Ken Creese Director, Sales & Marketing 6450 Eiterman Rd. Dublin, OH 43016	**E-One** Blair Schrock Director of Dealer Development 4955 Wiltshire Lane Suwanee, GA 30024	**Toyne** Larry Bezemer Western Regional Manager 2315 S. Weimaraner Way Meridian, ID 83642
Rosenbauer Bill Hershman Government Sales Manager 5181 260th Street Wyoming, MN 55092	**Spartan ERV** Rich Holzman National Sales Account Manager 5712 Kenmore Rd. Baltimore, MD 21210	**HME** Jim Morgan Western Regional Sales 1950 Byron Center Ave. Wyoming, MI 49519
Rosenbauer Harold Boer 100 Third Street Lyons, SD 57041	**Smeal** Kent Smith Senior Gov't Contracts Manager 610 West 4th St. Snyder, NE 68664	**SVI Trucks** Blair Schrock Western Sales 3842 Redman Drive Fort Collins, CO 80524
H&W Emergency Vehicles Jeff Weber VP Sales and Marketing 3150 SW 234th Ave. Suite 100 Hillsboro, OR 97123	**American LaFrance, LLC** 164 Spring Grove Drive Moncks Corner, SC 29461	

Heidi Chames
Heidi Chames

SUBSCRIBED AND SWORN TO before me this 27th day of October, 2014 by Heidi Chames.

Ashley Malson
NOTARY PUBLIC in the State of Oregon
Residing at Canby, Oregon
My commission expires: 1/1/18

OFFICIAL STAMP
ASHLEY N MALSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 923305
MY COMMISSION EXPIRES JANUARY 01, 2018

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Washington)

I, Heidi Arnold, being first duly sworn on oath, depose and state that I am a Contract Manager for Public Procurement Authority, a government entity performing public procurement functions. On this 12th day of January, 2015, I caused to be deposited in the United States mail at Wilsonville, Washington County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF Extension of Submission, Selection, Negotiation and Award Dates for the MASTER AGREEMENT FOR FIRE APPARATUS to the following addresses:

KME Fire Apparatus Phil Gerace Director of Sales & Marketing One Industrial Complex Nesquehoning, PA 18240-1499	**Ferrara Fire Apparatus** Mike Doran Vice President 312 Littlefield Ave. South San Francisco, CA 94080	**Seagrave Fire Apparatus** George Kanugh Marketing Manager & Dealer Development 105 East 12th St. Clintonville, WI 54929
Pierce Manufacturing Mike Schoenberger Vice President of Sales & Marketing 2600 American Drive, P.O. Box 2017 Appleton, WI 54912-2017	**E-One** Sam Itani VP of Global Sales 1601 SW 37th Ave. Ocala, FL 34474	**Toyne** 104 Granite Ave. Breda, IA 51436
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Heidi Arnold
Heidi Arnold

SUBSCRIBED AND SWORN TO before me this 12TH day of January 2015 by Heidi Chames.

Ashley Malson
NOTARY PUBLIC in the State of Oregon
Residing at Wilsonville, Oregon
My commission expires: 1/1/18

OFFICIAL STAMP
ASHLEY N MALSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 923305
MY COMMISSION EXPIRES JANUARY 01, 2018

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL — DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Marc Caplan** , being first duly sworn, depose and say that I am a **Public Notice Manager** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Notice of Solicitation
Public Procurement Authority; Bid Location Wilsonville, OR, Clackamas County; Due 02/12/2015 at 05:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

1/12/2015

PUBLIC PROCUREMENT AUTHORITY (PPA)
NOTICE OF SOLICITATION

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Apparatus #1420

Industrial and Medical Gases, Accessories and Equipment #1415

Station Alerting #1425

Responses due 5:00 pm February 12, 2015

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@procurementauthority.org or download at www.procurementauthority.org

Published Jan. 12, 2015. 10666917

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **12th** DAY OF **January, 2015**

Marc Caplan

Notary Public-State of Oregon

OFFICIAL STAMP
JOSHUA KAMUELA COATES
NOTARY PUBLIC - OREGON
COMMISSION NO. 933669
MY COMMISSION EXPIRES NOVEMBER 03, 2018

Heidi Arnold
Public Procurement Authority
25030 SW Parkway Ave Ste 330
Wilsonville, OR 97070-9609

Order No.: 10666917
Client Reference No:

russell johns

connecting publishers advertisers

June 15, 2015

To Whom It May Concern:

I am a duly authorized representative of Russell Johns Associates LLC, company handling the advertising matters for USA TODAY, a daily newspaper distributed within the US.

The ad for Public Procurement Authority was published in said newspaper within the National Marketplace Today section of the October 27, 2014 edition of USA TODAY.

Mary-Lynn Scott
Executive Assistant

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr 07, 2018
No. FF 110232

State of Florida
County of Pinellas

On this 17th day of June, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

Reeves Co. Wolfcamp A
WEST TEXAS
$68

Niobrara Core
COLORADO
$68

SOURCE: ROBERT W. BAIRD, BAKER HUGHES

massive reserves of crude and natural gas tucked into hard-to-reach shale rock formations and made overnight millionaires of thousands of residents. Last year, drilling in the Eagle Ford Shale had an $87 billion economic impact and employed 155,000 people in the 21 counties around the formation, according to a recent

ing, not existing wells, said Thomas Tunstall, research director at University of Texas-San Antonio's Institute for Economic Development.

"A slowdown would be a more realistic scenario than an outright bust," Tunstall said. "They wouldn't just stop drilling across the board."

(8% of deep-water production)

SOURCE: INTERNATIONAL ENERGY AGENCY ANALYSIS OF RYSTAD ENERGY DATA

Many of his newly-enriched neighbors did the same, he said, buying everything cash and wiping out debt — knowing this type of wealth vanishes as fast as it arrives.

"It's a hands-on type of investor you have down here," Phillip said. "We all keep our money and investments close to chest."

Nielsen findings: Although m
cultural consumers expect
spend considerably more
holiday, they will wait lon
While 65% of the general pop
tion says it plans to "wait
later in the season" to do the
of their holiday shopping,
number jumps to an average
among minorities, says Russo

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NOTICES

PUBLIC NOTICE

Public Procurement Authority (PPA)
NOTICE OF SOLICITATION

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Apparatus #1420
Responses due 5:00 pm
January 26, 2015
Battery Systems and Related Equipment #1410
Industrial and Medical Gases, Accessories and Equipment #1415
Station Alerting #1425
Responses due 5:00 pm
December 10, 2014

For information or a copy of the Request for Proposal contact PPA, Heidi Chames at 855-524-4572, questions@procurementauthority.org or download at www.procurementauthority.org

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*Source: GfK MRI Fall 2012

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NOTICES

PUBLIC NOTICE

MISSING

HAZEL MARTINEZ

DOB: Feb 26, 1997
Sex: Fem
Missing: Apr 5, 2014
Race: Hispanic
Age Now: 17
Hair: Brow
Eyes: Bro
From: Reseda, CA

NATIONAL CENTER FOR MISS & EXPLOITED CHILDREN

1-800-THE-LOS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16070 **County Administrator's Report 10. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Contract Award for Motley Court Gully Improvement
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for PD 18-19.033, Motley Court Gully Improvements - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement Between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 18-19.033, Motley Court Gully Improvements, in the amount of $565,228.78.

[Funding:
Grant (75%) - Fund 352, LOST III; Cost Center 210131, Motley Court Clear Creek; Object Code 56301, Improvements Other Than Buildings; Project Code 08EN0068; $423,921.58; and

County Match (25%) - Fund 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code 08EN0068; $141,307.20
Total - $565,228.78]

BACKGROUND:

The Motley Court Gully Improvement project primarily involves clearing & grubbing, earthwork, and drainage improvements associated with the construction of improvements to an eroded gully. The limits of construction begin at the end north end of Motley Court and extend north approximately 1,600 feet, to approximately 120 feet south of Clear Creek near the east end of Crooked Oak Drive. The project site is approximately three acres in size. The project's overall goal is to protect Clear Creek from sediment deposition caused by the continued erosion of the gully by constructing a step-system of sediment basins, drainage

structures, conveyance piping, and ditch checks. Areas disturbed by the project will be either be sodded, covered in turf reinforcement matting, or both. The project is funded by the Emergency Watershed Protection (EWP) Program through the Natural Resources Conservation Service (NRCS) of the U.S. Department of Agriculture (USDA).

The legal advertisement for this Invitation to Bid was advertised in the Pensacola News Journal on March 18, 2019, and notices were sent to 127 registrants through Vendor Registry. A non-mandatory pre-solicitation conference was held on April 02, 2019, and was attended by eight firms. Six bids were received on April 17, 2019 and Chavers Construction, Inc. was deemed the lowest responsive bidder with a bid of $565,228.78.

This project is located in Commissioner District 5.

BUDGETARY IMPACT:

Funding:
Grant (75%) - Fund 352, LOST III; Cost Center 210131, Motley Court Clear Creek; Object Code 56301, Improvements Other Than Buildings; Project Code 08EN0068; $423,921.58
County Match (25%) - Fund 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code 08EN0068; $141,307.20
Total - $565,228.78

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Construction - Road/Drainage

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form D: Construction - Road/Drainage, and the Purchase Order.

Attachments

Solicitation with Addenda

Bid Tab Recommendation to Award
Recommendation to Award Determiniation Checklist
Agreement with Exhibits

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

MOTLEY COURT gully IMPROVEMENT PROJECT
SPECIFICATION NUMBER PD 18-19.033

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, April 17, 2019
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 **10:00 AM CDT, April 02, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

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 ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

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
MOTLEY COURT gully IMPROVEMENT PROJECT
SPECIFICATION PD 18-19.033

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.
- Bid Surety (bond, check, etc.)

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.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

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

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

MOTLEY COURT gully IMPROVEMENT PROJECT
PD 18-19.033

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Quality Assurance Plan	(5 Pages)	
Exhibit H – Working Drawings	(30 Pages)	
Exhibit I – Technical Specifications	(211 Pages)	
Exhibit K – U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Agreement	(14 Pages)	

*** IMPORTANT NOTICE ***

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:

"*PD 18-19.033 Bid Form*"

BIDDERS SHALL 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 SHALL BE DEEMED NON-RESPONSIVE.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

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 # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **One Hundred (100) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Thirty (130) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $1,000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____
Secretary: _____
Vice President: _____
Treasurer: _____
Director: _____
Director: _____
Other: _____
Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to 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 18-19.033, "Motley Court Gully Improvement Project", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids 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

The project primarily involves clearing & grubbing, earthwork, and drainage improvements associated with the construction of improvements to an eroded gully. The limits of construction begin at the end north end of Motley Court and extends north approximately 1,600 feet, to approximately 120 feet south of Clear Creek near the east end of Crooked Oak Drive. The project site is approximately three (3) acres in size. The project's overall goal is to protect Clear Creek from sediment deposition caused by the continued erosion of the gully by constructing a step-system of sediment basins, drainage structures, conveyance piping, and ditch checks. Areas disturbed by the project will be either be sodded, covered in turf reinforcement matting, or both. The project is funded by the Emergency Watershed Protection (EWP) Program through the Natural Resources Conservation Service (NRCS) of the U.S. Department of Agriculture (USDA).

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be April 11, 2019 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on April 02, 2019 at 10:00 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.

8. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of $1,000.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

9. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. Warranty

The awarded vendor shall fully warrant all items furnished hereunder against defect in materials and/or workmanship for a period of Two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

12. Measurements

The linear footage noted are only estimates. Offerors will be responsible for their own measurements and shall submit a firm price accordingly.

There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by offerors during inspection. Failure to do so will be at offeror's risk. Any request for unit price on the Bid form is for information only.

Award shall be based solely on "total offer", with no adjustments made for increased/decreased quantities after award.

13. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

15. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the Bid form(s) to the best of our knowledge.

16. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

17. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

18. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. Licenses, Certifications, Registrations

The offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

20. 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.

21. Award

Award shall be made on an "all-or-none total" basis.

22. 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.

23. 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.

24. 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.)

Non-Contract Insurance Requirements

25. 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. <u>County Insurance Required</u>

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of

Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance

agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

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.

Owners Protective Liability Coverage

For renovation or construction contracts the contractor shall provide for the County an owners protective liability insurance policy (preferably through the contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the contractor's commercial general liability insurance policy. However, this separate policy may be the only source of coverage if the contractor's liability coverage limit is used up by other claims.

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.

26. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form A – Architect and Engineer to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 100 calendar days
Fully Complete and ready for Final Inspection in 130 calendar days from Notice to Proceed
*B. Liquidated Damages at $1,000.00 for each calendar day
Section 6
Section 7 *A. Escambia County Public Works
Engineering Department
3363 West Park Place
Pensacola, FL 32505
Attn: Thomas "TJ" Williams
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 Two (2) copies of each Application for Payment
*21.1 Two (2) years after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements
D U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Agreement

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.033 Motley Court Gulley Improvement Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 1 provides for answers to the following questions:

1. With Respect to erosion control during construction, what kind of flow rates in the CFS would the contractor be trying to control?
   a. The flow rate is dependent on storm event frequency and duration. Based on the A/E firm's stormwater design for the project, in the existing condition during a 25-year/24-hour event, a peak flow rate of approximately 42 CFS would be expected at the extreme north end of the project where all the area flows end up. This storm event consists of 7.8 inches of rainfall in a 24-hour period.

2. Can the A/E firm provide the CAD files in order to assist potential bidders with quantity takeoff?
   a. Those who wish to have the CAD file should email JDLovingood@myescambia.com as the CAD file is not supported in Vendor Registry but can be emailed as needed.

3. Are Davis-Bacon wage rates a requirement for this contract?
   a. No. According to the USDA Emergency Watershed Protection Program Florida NRCS Sponsor's EWP Guide, revised June 2018.

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: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 8, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.033 Motley Court Gulley Improvement Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for answers to the questions on the following page.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

PD 18-19.033 Motley Court Gulley Improvement Project
Addendum 2 Questions and Answers

1. According to the geotechnical report, two boring locations have perched groundwater present. Having done significant work within a mile of this project, we are aware of the difficulty associated with installing utilities 5'-10' deep with perched groundwater. Can a line item or allowance be included for dewatering?
   a. According to the Escambia County Technical Specifications, revised 5/17/2017, Specification 02300, Part 4, 4.2,E: "The Contractor shall include the cost of dewatering in the unit price bid for the stormwater pipe if there is not a specific line item used in the contract."

2. Can a line item be added to remove and replace unsuitable material in encountered?
   a. According to the findings of the geotechnical report, unsuitable material is expected to be a low overall percentage of earthwork. Additionally, the earthwork balance indicates an export, so the unsuitable material can be part of the export and therefore included in the cost of earthwork.

3. How long is the mowing/maintenance period for bid item #27? This was mentioned at the pre-bid meeting to be during the construction period only?
   a. Mowing/maintenance shall be according to the Escambia County Technical Specifications, revised 5/17/2017, Specification 02900, Part 3, 3.3, E. The period of time is from the commencement of construction until final acceptance.

4. Bid tab line item 18: Armormax, from 985.4.1.2 there are three potential categories of turf reinforcement mat (E1, E2, & E3). Which is the requirement for this project?
   a. It is assumed that the questioner intended to state "E3, E4, & E5" or "Type1, Type 2, & Type 3" in lieu of "E1, E2, & E3 as stated in the question per the FDOT specification reference. Since the referenced product meets FDOT approval for E3, E4, & E5, the strictest requirement, E5 shall be the requirement for this project. There is additional information for the referenced product located in the project specifications package and from the manufacturer.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 16, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.033 Motley Court Gully Improvement Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for an alternative vendor to the Armormax 75 HPTRM product shown in the solicitation. The Engineering firm for this project has approved the use of "HPTRM (PP5-Xtreme) with anchors" only if on-site support and customer service is equal or exceeds that to be provided by Armormax.

Given that all bidders are being issued this information at the same time, there are no plans at this time to change the bid opening date.

This Addendum Number 3 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

R. H. Moore & Associates
Soil Stabilization & Erosion Control

7834 Depot Lane | Tampa, Florida 33687
Telephone: (800) 330-2333

QUOTE

QUOTE DATE	4/16/19
QUOTE #	7272
QUOTED BY	Michael Baldwin

PROJECT	Motley Court Gulley Imp
BID DATE	4/17/2019
COMPANY	Motley Court Gulley Improvements
ATTENTION	ESTIMATOR

SHIP TO

Escambia County

FREIGHT TERMS

Plus Freight

EST. DELIVERY TIME

3-5 days

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	LINE TOTAL
MISC.	Western Excelsior PP5-Xtreme HPTRM System Price Includes: 32 Rolls of PP5-Xtreme - 15' x 150' (250 SY) 120 Boxes of 24" Pins with Washers - 100 Per Box (1.5 Per SY) 3,600 TLA2 Earth Anchors with 3' Galvanized Cable (0.45 Per SY)	8,000	sqyd	9.94	79,520.00
	Installation Tools & Accessories Below				
MISC.	4' Drive Rods for A2 Anchors	4	ea	107.00	428.00
MISC.	Gas Powered Driver	2	ea	1,250.00	2,500.00
MISC.	Jackjaw - Load Locker & Rod Remover	2	ea	415.00	830.00
MISC.	3mm Cable Cutter	5	ea	37.50	187.50
MISC.	Release Key & Retractable Chain	5	ea	7.00	35.00
Freight	Estimated Freight for the Items Above			1,950.00	1,950.00
	All Other Erosion Control Materials Below				
2010-120	Mirafi FW404 Woven Geotextile for Riprap - 15' x 300' (Meets FDOT Type D-1 & D-2)	1	ea	805.00	805.00
2040-310	Silt Fence FDOT Type III - 3' x 100' (6' o/c)	25	ea	18.00	450.00
2040-720	Staked Turbidity Barrier with Post 6' o/c - 44" x 48'	3	ea	96.00	288.00
2040-875	Straw Wattles - 9" x 25'	32	ea	25.00	800.00
2040-3...	24" Wood Stakes for Straw Wattles	160	ea	0.50	80.00
2040-340	Orange Safety Fence (No Posts) - 4' x 100'	2	ea	18.00	36.00
2040-380	5' Metal T-Posts for the Orange Safety Fence	22	ea	3.25	71.50
	1.5% of $5,000 (Escambia County Surtax)			75.00	75.00
Freight	Estimated Freight for Erosion Control Materials			1,200.00	1,200.00

MATERIAL PRICING DOES NOT INCLUDE SALES TAX

NOTES:
- The above quantities are estimates only and final quantities are the responsibility of the purchaser
- All prices are valid for 30 days from the date of the quotation
- Changes in quantities will require creation of a new quote
- Terms: Net 30 Days (with an open account)
- Above pricing is for materials only
- Materials in stock may be picked up from our Tampa Warehouse location

Please call (800) 330-2333 or send an email to Sales@rhmooreassociates.com if you need more information, technical support or to place your order

PRICING IS FOR MATERIALS ONLY AND DOES NOT INCLUDE INSTALLATION

SUBTOTAL	$89,256.00
TAX (6.0%)	$5,161.86
ESTIMATED TOTAL	$94,417.86

ACCEPTED BY _____ DATE _____

SIGNATURE _____

High Performance Turf Reinforcement Mat (HP-TRM)
The Next Generation of High Modulus Turf Reinforcement

PP5-XtremeTM represents the next generation of HP-TRMs. By providing high performance faster, yielding greater performance, and meeting or exceeding all requirements for an HP-TRM, PP5-XtremeTM is extending the capabilities and reliability of vegetated armor systems.

PP5-XtremeTM is a fully synthetic, UV stable, High Performance Turf Reinforcement Mat (HP-TRM) manufactured by weaving continuous, synthetic thread elements by way of a proprietary (patent pending) process to form a lofty, three-dimensional pattern. The product is a woven, homogeneous, single layer HP-TRM that contains no lamination or stitching. The proprietary manufacturing process yields a material that provides outstanding strength at low strain, meaning more strength faster. Finally, PP5-XtremeTM is resistant to environmental and climatic conditions. Physical properties of PP5-Xtreme™ are presented in Table 1. Table 2 presents a summary of the material performance properties (mechanical). Table 3 presents hydraulic performance properties of the product.

The industry leading strength of PP5-XtremeTM is demonstrated by the ultimate tensile strength, tensile strength at 15% strain and the initial tangent modulus. By providing higher strength at a lower strain, the HP-TRM strength is mobilized faster to resist anticipated high loading/maintenance conditions. PP5-XtremeTM meets the definition of an HP-TRM at 15% strain, faster than any other HP-TRM. The high initial tangent modulus shows PP5-XtremeTM ideal for resisting the forces of wheel loading, the abrasion of debris loading and high-strength anchoring for Anchor Reinforced Vegetated Systems (ARVS). Additionally, the hydraulic performance envelope, quantified in Table 3, shows extraordinary thresholds for resisting the forces of flowing water. The unique blend of material physical properties (Table 1) yields a mulching layer well-suited for the establishment of vegetation from seed or sod, as evidenced by the Vegetation Establishment values shown in Table 2. Finally, the UV stability of the material provides confidence in long-lasting field performance.

Each roll of PP5-XtremeTM is manufactured under Western Excelsior's Quality Assurance Program to ensure consistent coverage, mass and strength. Quality control testing is performed at a GAI-LAP accredited facility in compliance with ASTM D4354. The material is made in the USA.

Table 1- Material Physical (Index) Properties

Property	Test Method	Value
Mass Per Unit Area[2]	ASTM D6566	9.2 oz/yd^2 (312 g/m^2)
Thickness[2]	ASTM D6525	0.3 in (8 mm)
Light Penetration[2]	ASTM D6567	30 % open
Porosity[2]	Computed	96 %

Table 2- Material Performance Properties

Property	Test Method	Value
Tensile Strength (MD) x (TD)[1]	ASTM D6818	4000 lb/ft (59 kN/m) x 3000 lb/ft (44 kN/m)
Elongation (MD) x (TD)[2]	ASTM D6818	25 % x 20 %
Tensile Strength (MD) x (TD) @ 15% Strain[2]	ASTM D6818	3000 lb/ft (44 kN/m) x 3000 lb/ft (44 kN/m)
Initial Tangent Modulus (MD) x (TD)[2]	ASTM D6818	10.5 kip/ft (12.8 kN/m) x 17.5 kip/ft (21.3 kN/m)
UV Stability[2]	ASTM D4355 ASTM D7238	100% (500hr) 90% (6000hr)
Vegetation Establisment[2]	ASTM D7322	552%

Table 3- Hydraulic Performance Properties

Property	Test Method	Value
Maximum Permissible Vegetated Shear Stress	ASTM D6460	17 psf (814 PA)
Maximum Permissible Vegetated Velocity	ASTM D6460	25 fps (7.6 m/s)
Permissible Vegetated Shear Stress @ 20-30% Coverage	ASTM D6460	5 psf (239 PA)
Permissible Vegetated Velocity @ 20-30% Coverage	ASTM D6460	12 fps (3.7 m/s)
Permissible Vegetated Shear Stress @ 60-70% Coverage	ASTM D6460	12 psf (575 PA)
Permissible Vegetated Velocity @ 60-70% Coverage	ASTM D6460	16 fps (4.4 m/s)
HEC-15 (Tau-veg/Tau-TRM)	ASTM D6460	0.26
1) MARV/MIN 2)Typical		

Document # WE_EXCEL_PP5XT_ES. Updated 2/22/18. - The information contained herein may represent product index data, performance ratings, bench scale testing or other material utility quantification. Each representation may have unique utility and limitations. Values shown may not be indicative of any isolated or averaged results from the indicated testing standards and may be derived from interpolation or adjustment to be representative of the material utility as recommended by Western Excelsior. Other producer's recommendations or intentions with similar ratings may differ. Every effort has been made to ensure accuracy, however, no warranty is claimed and no liability shall be assumed by Western Excelsior Corporation (WEC) regarding the completeness, accuracy or fitness of these values or products for any particular purpose, application, interpretation, or of the overall merchantability of the referenced products. Any product warranty shall be provided separately.

Western Excelsior • 4609 E. Boonville-New Harmony Rd. • Evansville In. 47725 • 866-540-9810
www.westernexcelsior.com

Slope Installation
Instructions PP5-Xtreme™

Step 1 - Site Preparation

Prepare site to design profile and grade. Remove debris, rocks, clods, etc.. Ground surface should be smooth prior to installation to ensure blanket remains in contact with slope.

Step 2 - Seeding

Seeding of site should be conducted to design requirements or to follow local or state seeding requirements as necessary.

Stap 3 - Staple Selection

At a minimum, 6 in. long by 1 in. crown, 11 gauge staples are to be used to secure the blanket to the ground surface. Installation in rocky, sandy or other loose soil may require longer staples.

Step 4 - Excavate Anchor Trench and Secure Blanket

Excavate a trench along the top of the channel side slopes and the upstream terminal end of the channel to secure the edges of the blanket. The trench should run along the length and width of the installation, be 6 in. wide and 6 in. deep. Staple blanket along bottom of trench, fill with compacted soil, overlap blanket towards toe of slope and secure with row of staples (shown in Figures A, E and F).

Step 5 - Secure Body of Blanket

Roll blanket down slope from anchor trench. Staple body of blanket following the pattern shown in Figure D. Leave end of blanket unstapled to allow for overlap shown in Figure B. Place downstream blanket underneath upstream blanket to form shingle pattern. Staple seam as shown in Figure E. Secure downstream blanket with stapling pattern shown in Figure D. Stapling pattern shown in Figure D reflects minimum staples to be used. More staples may be required to ensure blanket is sufficiently secured to resist mowers and foot traffic and to ensure blanket is in contact with soil surface over the entire area of blanket. Further, critical points require additional staples. Critical points are identified in Figure G.

Step 6 - Continue Along Slope - Complete Installation

Overlap adjacent blankets as shown in Figure C and repeat Step 5. Secure toe of slope using stapling pattern shown in Figure E. Secure edges of installation by stapling at 1.0' intervals along the terminal edge, as shown in Figure E.

*** Drawings Not to Scale**

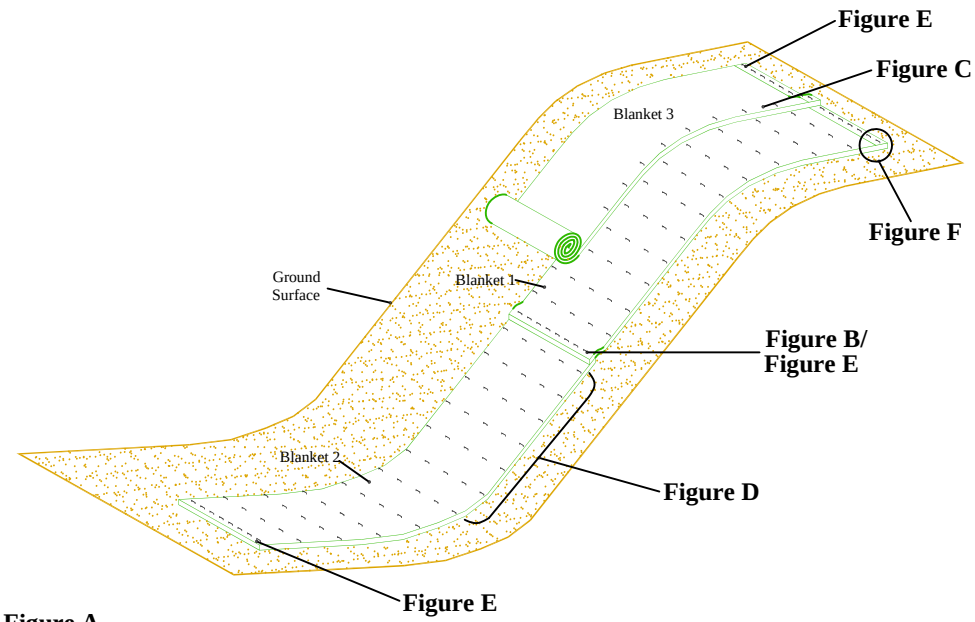


Figure A

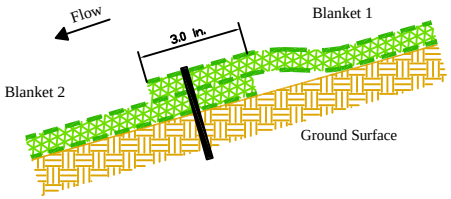


Figure B - Profile View

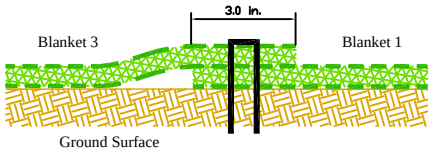


Figure C - Cross Section View

Product Application/Equivalency Specifications

PP5-Xtreme is produced by Western Excelsior and consists of a permanent Rolled Erosion Control Product (RECP) comprised of UV stable synthetic yarns continuously woven into a three-dimensional profile. PP5-Xtreme is designed and manufactured to provide immediate erosion control and permanent turf reinforcement and is comprised of physical properties sufficient to provide the intended longevity and performance. Additionally, PP5-Xtreme is constructed to yield a high tensile strength, high durability material. Product specifications may be found on document WE_EXCEL_PPXT_SPEC and performance information may be found on document WE_EXCEL_PPXT_PERF. All documents are available from Western Excelsior Technical Support or www.westernexcelsior.com. Additional to above, equivalent products to PP5-Xtreme must meet identical criteria as PP5-Xtreme as follows:

1. Consist of woven synthetic yarns to form a high strength, interlocking three-dimensional matrix.
2. Sufficient tensile strength, thickness and coverage to maintain integrity during installation and ensure material performance. Provide permanent turf reinforcement with longevity greater than three years, immune from moisture damage or chemical conditions within the soil.
3. Listing within AASHTO NTPEP database.
4. Meet ECTC specification for category 5C product.

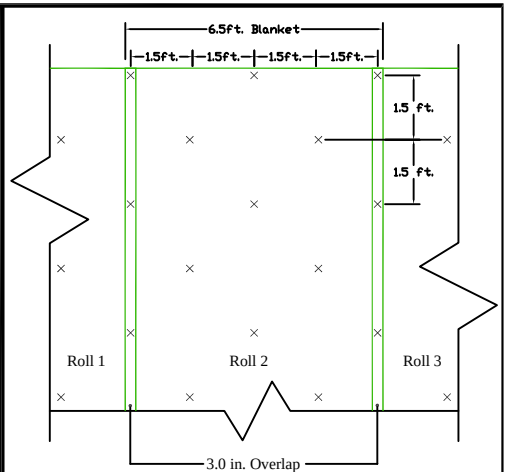


Figure D - Plan View × - Denotes Staple Locatior

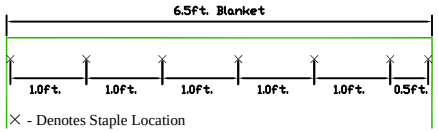


Figure E - Plan View

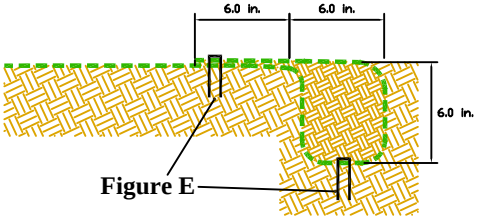


Figure F - Profile View

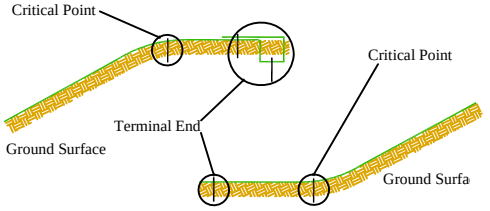


Figure G - Critical Point Securing

Channel Installation Instructions PP5-Xtreme™

Step 1 - Site Preparation

Prepare site to design profile and grade. Remove debris, rocks, clods, etc.. Ground surface should be smooth prior to installation to ensure blanket remains in contact with slope.

Step 2 - Seeding

Seeding of site should be conducted to design requirements or to follow local or state seeding requirements as necessary.

Stap 3 - Staple Selection

At a minimum, 6 in. long by 1 in. crown, 11 gauge staples are to be used to secure the blanket to the ground surface. Installation in rocky, sandy or other loose soil may require longer staples.

Step 4 - Excavate Anchor Trench and Secure Blanket

Excavate a trench along the top of the channel side slopes and the upstream terminal end of the channel to secure the edges of the blanket. The trench should run along the length and width of the installation, be 6 in. wide and 6 in. deep. Staple blanket along bottom of trench, fill with compacted soil, overlap blanket towards toe of slope and secure with row of staples (shown in Figures A, E and F).

Step 5 - Secure Body of Blanket

Roll blanket down slope from anchor trench. Staple body of blanket following the pattern shown in Figure D. Leave end of blanket unstapled to allow for overlap shown in Figure B. Place downstream blanket underneath upstream blanket to form shingle pattern. Staple seam as shown in Figure E. Secure downstream blanket with stapling pattern shown in Figure D. Stapling pattern shown in Figure D reflects minimum staples to be used. More staples may be required to ensure blanket is sufficiently secured to resist mowers and foot traffic and to ensure blanket is in contact with soil surface over the entire area of blanket. Further, critical points require additional staples. Critical points are identified in Figure G.

Step 6 - Continue Along Slope - Complete Installation

Overlap adjacent blankets as shown in Figure C and repeat Step 5. Secure toe of slope using stapling pattern shown in Figure E. Secure edges of installation by stapling at 1.0' intervals along the terminal edge, as shown in Figure E.

*** Drawings Not to Scale**

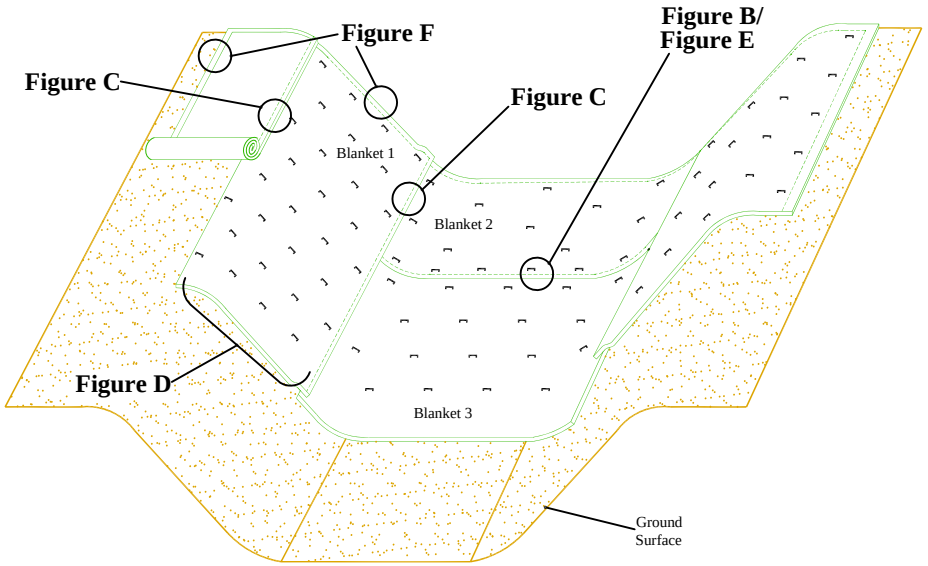


Figure A

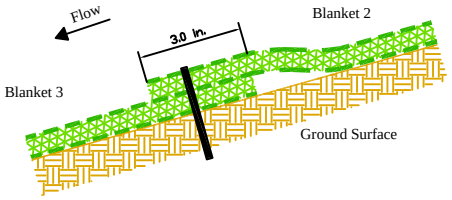


Figure B - Profile View

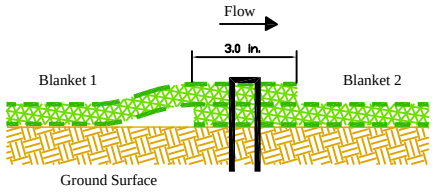


Figure C - Cross Section View

Product Application/Equivalency Specifications

PP5-Xtreme is produced by Western Excelsior and consists of a permanent Rolled Erosion Control Product (RECP) comprised of UV stable synthetic yarns continuously woven into a three-dimensional profile. PP5-Xtreme is designed and manufactured to provide immediate erosion control and permanent turf reinforcement and is comprised of physical properties sufficient to provide the intended longevity and performance. Additionally, PP5-Xtreme is constructed to yield a high tensile strength, high durability material. Product specifications may be found on document WE_EXCEL_PPXT_SPEC and performance information may be found on document WE_EXCEL_PPXT_PERF. All documents are available from Western Excelsior Technical Support or www.westernexcelsior.com. Additional to above, equivalent products to PP5-Xtreme must meet identical criteria as PP5-Xtreme as follows:

1. Consist of woven synthetic yarns to form a high strength, interlocking three-dimensional matrix.
2. Sufficient tensile strength, thickness and coverage to maintain integrity during installation and ensure material performance. Provide permanent turf reinforcement with longevity greater than three years, immune from moisture damage or chemical conditions within the soil.
3. Listing within AASHTO NTPEP database.
4. Meet ECTC specification for category 5C product.

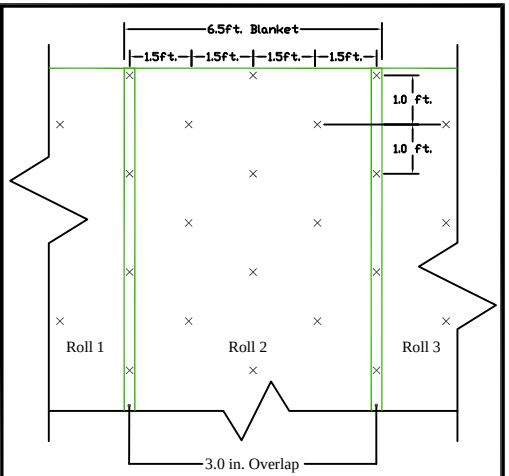


Figure D - Plan View × - Denotes Staple Location

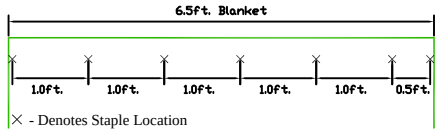


Figure E - Plan View

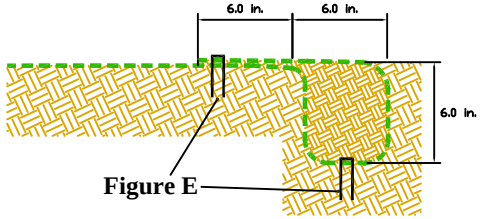


Figure F - Profile View

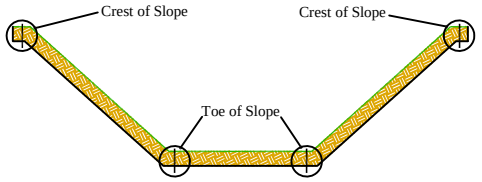


Figure G - Critical Point Securing

QUALITY ASSURANCE PLAN
Emergency Watershed Protection Program
Motley Court Gully Improvements Project
Escambia County, Florida

The Quality Assurance Plan (QAP) outlines the responsibilities of the Escambia County to ensure that the works of improvement are installed in accordance with the plans and specifications. Escambia County will designate a person to fulfill the inspection responsibilities.

I. ITEMS OF WORK TO BE INSPECTED

The work to be accomplished under this contract consists of clearing and grubbing, excavation, earth-fill, installing drainage inlets and outlets, structure removal, placing concrete, installing sand cement bag riprap, and vegetative measures.

The intensity of the inspection of these items will vary from periodic to continuous. The intensity of the inspection will depend on the complexity of the work item and what the damaging results would be should that portion of the installation fail.

The timing and intensity of the required inspection is shown in Table 1. Support personnel should be provided as needed to assist the assigned inspector.

Other type work items may be encountered during construction. The intensity of the inspection will be determined by the Inspector or Engineer.

A. Clearing and Grubbing

Very limited inspection will be required on clearing and grubbing. The inspector will check the site to verify that the item was completed in accordance with the plan and specifications.

B. Excavating and/or Backfilling

Excavating and/or backfilling operations will require periodic inspection. The inspector shall be on-site in situations where the excavation or backfill is set to a grade that is critical for the installation of structural measures. The inspector shall be on-site to ensure that unsuitable foundation material is removed prior to installation of pipes and inlets. The inspector shall be on-site to ensure the earth-fill is of suitable material and to make sure the earth-fill has sufficient moisture content and is compacted in accordance with the plans and specifications.

Compaction tests shall be performed for those items where the Class “A” compaction is suspect. However, compaction tests will be required for each stilling basin concrete apron (minimum of one per basin). The test shall be performed by a testing lab approved by the engineer.

The inspector shall ensure final earth-fill elevations in the asphalt removal area does not divert storm runoff from its present route.

The quantity of earth-fill material will not be measured.

C. Pipe

The inspector shall check the quality of pipe materials prior to installation to

ensure it meets the plans and specifications. Special care should be used in checking the material, length of pipe, pipe gage, coating, and diameter.

Continuous inspection will be required when the pipe inverts are set so that the system will function properly. Continuous inspection will be required while laying the pipe, installing connecting bands and gaskets, and backfilling around the pipe. It is critical the pipe is bedded properly and backfill operations are performed in a manner to not lift the pipe off its bedding.

D. Concrete Inlets

The inspector shall obtain shop drawings for each inlet, check the drawings, and then forward a checked copy to the engineer for review and approval prior to its installation.

The inspection effort will be to verify the inlet is the correct size, grate material, and the pipe opening and slot is located at the correct elevation and orientation.

The inspector shall check that the pipe is properly grouted into the inlet such that leakage will not occur.

The inspector shall check that, if a skimmer is required, it is installed according to the plans.

Inspect and check the elevation of the subbase of the inlets before they are installed.

E. Concrete

The inspector shall inspect all necessary forms prior to placement of concrete to ensure planned grades are met. Continuous inspection will be required during placement of all concrete to ensure allowed delivery times are not exceeded and concrete slump meets specifications.

The quantity of concrete will be computed to the neat lines and grades as planned.

F. Geotextiles

This item includes filter fabrics, high performance turf management systems, and geotextile fabric as specified in the contract documents. The inspection effort for this item will be to ensure proper material and installation of the geotextile. The inspector will need to check the geotextile to ensure that the type specified is installed. The inspector will record the type, weight, and manufacturer of the geotextile. The inspector will determine and stake the area to be covered by the geotextile.

The quantity of geotextile will not be measured.

G. Structure Removal

Inspection effort required will be to verify the inlets, pipe, and concrete are removed from the designated areas. Inspection will also be required to verify the existing fish cleaning table and appurtenances within the work area is removed and re-installed according to the specification. The engineer will consult with the

landowner on where it will be installed.

H. Rip-Rap Installation

Periodic inspection will be required to ensure that rip rap placement is completed in the prescribed locations in reasonable conformance to design line and grade. Inspection will be necessary to verify depths of rip rap and that underlying geotextile fabric is in place.

The inspector shall check that the rip-rap is installed according to the details in the plans.

I. Vegetative Measures

Periodic inspection will be required on all areas to be vegetated. The inspector will need to stake all areas to be vegetated and the type of vegetative requirement at each area. Inspection will require that the sod be checked as to the quality and type specified. The quantity and type of seed, fertilizer and lime will be verified by the inspector. Vegetated areas will be measured and the inspector will need to compute quantities.

Table 1

Item	Inspector	Engineer
Clearing and Grubbing	P/F	-
Earth-fill / Excavation	P	P/F
Pipe Installation	C	-
Concrete Inlets	C	P/F
Concrete	C	P/F
Geotextile	C	P
Structure Removal	P	P/F
Rip-Rap Installation	C	F
Vegetative Measures	C	F

Legend: C - Continuous
P - Periodic
F - Final

II. INSPECTOR SKILLS NEEDED TO PERFORM THE REQUIRED INSPECTIONS

A. Ability to manage an inspection program effectively.

B. Must understand the design concepts of the job to ensure that it is installed properly and functions properly.

C. Must be familiar with quality assurance and inspection needed for installation of earth-fill, concrete inlets, pipes, geotextiles and other materials used in the work.

D. Ability to establish and maintain effective working relationships and clear communications with the contractor and others involved or affected by the project.

E. Thorough understanding of all contract provisions.

F. Ability to recognize potential safety hazards and take the necessary actions to avoid them to the extent possible.

G. Ability to anticipate potential conflicts of work activities with existing utilities and fixed improvements and to take the necessary actions to resolve them in the most efficient manner.

H. Ability to administer contract to include preparation of contract modifications and pay estimates on a timely basis.

III. STAFF NEEDED TO PERFORM REQUIRED INSPECTIONS

One Inspector shall be available to inspect the construction progress at critical points during construction as shown in Table 1. The Inspector will ensure overall compliance with plans and specifications and recommend needed modifications

The Inspector will be needed for the duration of the contract. In addition, one additional person will be needed to be on call to fill in if the Inspector is absent from work.

The Escambia County Engineer will periodically check on construction and review all requested modifications.

IV. TESTING EQUIPMENT AND FACILITIES NEEDED

No testing equipment nor facilities will be needed by the Inspector. Concrete slump tests, concrete temperature, and required compaction tests will be performed by the contractor.

Compaction test will be performed by a testing lab approved by the engineer.

The inspector will need equipment such as a survey level, rod, and measuring tape to check the contractors work.

V. NAMES OF QUALIFIED PERSONNEL

Escambia County will be responsible for assigning a qualified person to inspect the construction of the works of improvement

Escambia County will provide a project engineer to make reviews by visiting the work site and/or by verbal communications with the Inspector to assist on problems that may develop requiring changes in the design and to gain familiarity in case of contractual problems with the contractor. DRMP will represent Escambia County.

VI. DOCUMENTATION AND REPORTS TO BE PREPARED

A daily job diary shall be kept by the Inspector and entries shall be made daily for the duration of the contract.

Survey notes documenting the installation and measurements shall be recorded in a bound field book. Quantity computations for all materials shall be recorded including measurements. The computations shall be checked and initialed by a second person.

Photos and/or slides shall be taken throughout the term of the contract. Photos shall be a size of 3" x 5".

Color slides are the preferred documentation. The photos and/or slides retained shall be logged clearly identifying the job and what the picture is about. The log and photos and/or slides shall be submitted along with the as-builts.

At the completion of the job, the Inspector shall furnish to the Escambia County Engineer a certification that the job was installed as planned and meets all specifications. The engineer shall also furnish a set of record drawings and a list of the items installed along with the final installed quantity of each. The engineering drawings shall be kept up to date during construction and the final record drawings shall be checked by the Escambia County project engineer.

The above listed documentation shall be completed and mailed to the Escambia County Engineer within 10 work days of the completion of the work.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

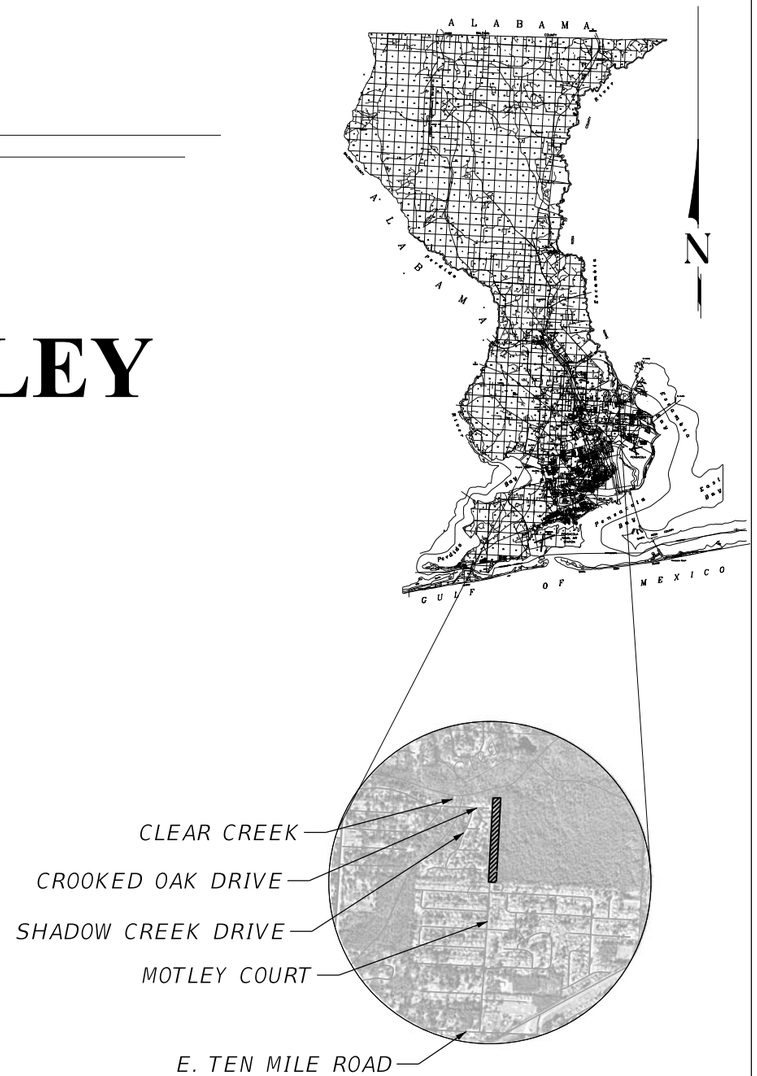
PLANS PROPOSED FOR

MOTLEY COURT GULLEY
IMPROVEMENTS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	DRAINAGE MAP
4-5	TYPICAL DETAILS
6	GENERAL NOTES
7	PLAN LAYOUT
8-11	PLAN VIEW
12-15	PROFILES
16-18	SEDIMENT BASIN DETAILS
19	DRAINAGE DETAILS
20-27	CROSS SECTIONS
28	SWPPP
29-30	EROSION AND SEDIMENT CONTROL PLAN

CONTRACT PLANS
ISSUE FOR BID



VICINITY MAP

NRCS AWARD IDENTIFYING NUMBER:
NR184209XXXXC038

PROJECT NO.
PD-18-19.033

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICAPABLE TO ANY SPECIFICATION REFERED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

COMMISSIONERS

DISTRICT ONE	JEFF BERGOSH
DISTRICT TWO	DOUG UNDERHILL
DISTRICT THREE	LUMON MAY (CHAIRMAN)
DISTRICT FOUR	ROBERT BENDER
DISTRICT FIVE	STEVEN BARRY (VICE CHAIRMAN)

PROJECT MANAGER: T.J. WILLIAMS	
SECTION / TOWNSHIP / RANGE: 23/1N/30W	DISTRICT: 5
PROJECT ENGINEER: D. ALLEN VINSON	REG FLA ENG NO: 72543
SIGNATURE: (SEE EOR SEAL)	DATE: JAN. 2019

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF PAY ITEMS

Pay-Item	Sub-Category	Quantity	Units
1	Mobilization/Demobilization	1	LS
2	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	3.0	AC
3	Tree Removal Greater than 12" Diameter	1	LS
4	Earthwork, Per County Spec	1	LS
5	Filter Sand	135	CY
6	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1614	SY
7	Relocate Gate/Bollard	1	EA
8	Remove Existing Curb	20	LF
9	Fiber Reinforced Concrete Ditch Paving, 4" min. Thickness	29	SY
10	Ditch Bottom Inlet, Type E, Cast Iron Grate	8	EA
11	Storm Manhole, 0-6ft depth	1	EA
12	Tie to Existing Inlets, Pipe, Manhole	2	EA
13	12" PVC Pipe	12	LF
14	24" Pipe	1177	LF
15	8" FDOT Type III Underdrain	454	LF
16	24" RCP Cross Drain MES, FDOT Index 272, 280	5	EA
17	Pensacola Bahia Sod, Staked	15860	SY
18	Armor Max 75 High Performance Turf Reinforcement Mat w/ Anchors	7773	SY
19	30" Depth Rip Rap Rubble (Ditch Lining) w/ 4" Bedding Stone and Geotextile	192	SY
20	Silt Fence Type III	2500	LF
21	Staked Turbidity Barrier	100	LF
22	Synthetic Erosion Control Waddles	800	LF
23	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA
24	Construct Stabilized Gravel Construction Entrance	200	SY
25	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring)	1	EA
26	Remove Existing Rubble (Stone Rip Rap or Concrete)	127	CY
27	Project Mowing, Maintenance, Litter Control, etc.	3	AC
28	Orange Safety Fence	200	LF
29	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA

ITEM 1:
IT IS THE CONTRACTOR'S RESPONSIBILITY TO SELECT AND GAIN PERMISSION TO USE OTHER SITES/PARCELS FOR LAY DOWN OR TEMPORARY EARTHWORK DISPOSAL (INCLUDING SEDIMENT CONTROL). THE CONTRACTOR SHALL RETURN ALL SITES USED FOR THESE PURPOSES TO ORIGINAL CONDITION OR BETTER. EXISTING SIGNAGE SHALL BE PROTECTED AND STOCKPILED IF NECESSARY. ANY COSTS ASSOCIATED WITH THE ABOVE SHALL BE INCLUDED IN THE COST OF MOBILIZATION/DEMOBILIZATION.

ITEM 2:
ALL PIPES TO BE REMOVED, ASSOCIATED DRAINAGE STRUCTURES, REMNANT SITE IMPROVEMENTS, AND ALL TREES WITH DIAMETER OF 12" OR LESS LOCATED IN THE LIMITS OF CONSTRUCTION WHICH NEED TO BE REMOVED SHALL BE INCLUDED IN THE COST OF CLEARING AND GRUBBING. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE AMOUNT, LOCATION, AND SIZE OF TREES BEFORE BIDDING. PROTECTION BARRICADE SHALL BE INCLUDED IN THIS ITEM WHERE TREES ARE TO REMAIN ADJACENT TO CONSTRUCTION.

ITEM 3:
ITEM INTENDED TO COVER REMOVAL OF TREES GREATER THAN 12" IN DIAMETER WITHIN THE LIMITS OF CONSTRUCTION. QUANTITY AS FOLLOWS:

TREES WITH DIAMETER OF 13" TO 24" = 129
TREES WITH DIAMETER OF 25" TO 48" = 3

ITEM 4:
EARTHWORK IS A LUMP SUM PAY ITEM. EARTHWORK IS THE IN-PLACE QUANTITY FOR SEDIMENT BASINS, DITCHES, AND ASSOCIATED IMPROVEMENTS INDICATED TO FINISHED GRADE WITHIN THE LIMITS OF CONSTRUCTION. SAND FILTER FILL IS QUANTIFIED IN ITEM 5. OTHER TEMPORARY AND PERMANENT EARTHWORK REQUIRED DURING CONSTRUCTION INCLUDING BUT NOT LIMITED TO SHORING, TRENCH EXCAVATION, TEMPORARY SLOPES, TRENCH BOXES, AND OTHER ITEMS ASSOCIATED WITH CONTRACTOR'S MEANS AND METHODS SHALL BE INCLUDED IN THE LUMP SUM COST OF EARTHWORK. ANY DAMAGE TO ROADWAY OR ADJACENT PROPERTIES CAUSED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S COST AND EXPENSE. EARTHWORK TOTALS:

EARTHWORK TOTALS
CUT: 9,421 CY, FILL: 5,585 CY
SAND FILTER - CUT ONLY: 135 CY

ITEM 5:
THE LAB SAMPLE REQUIREMENT OF THE FILTER SAND IN PLACE (SAND FILTER BACKFILL) SHALL BE INCLUDED IN THE COST OF THE SAND FILTER MEDIA. THE BACKFILL SHOULD BE PERFORMED WITH A MEDIUM CLEAN SAND SOIL WITH A MINIMUM PERMEABILITY OF 30 FEET/DAY AT A MINIMUM OF 100% OF THE STANDARD PROCTOR TEST (ASTM D 698) ENERGY.

THIS ITEM DOES NOT INCLUDE FILTER SAND ASSOCIATED WITH THE FDOT TYPE III UNDERDRAIN

ITEM 6:
8" STABILIZED SUBGRADE IS TO BE USED ON ALL MAINTENANCE ACCESS AREAS. SEE PLANS.

ITEM 10:
SEE DRAINAGE DETAILS SHEET

ITEM 14:
THE FOLLOWING OPTIONAL PIPE MATERIALS ARE ALLOWED FOR THIS PROJECT AT LOCATIONS WHERE PIPE IS NOT LOCATED UNDER ROADWAYS OR EXPOSED TO UV LIGHT: RCP, HDPE, AND PP. HDPE AND PP PIPE OPTIONS SHALL BE CLASS II (100-YEAR DESIGN SERVICE LIFE) AND MEET THE REQUIREMENTS OF FDOT SPEC 948. DISSIMILAR PIPE CONNECTIONS (COLLARS) SHALL BE INCLUDED IN THE COST OF PIPE AND ARE ONLY ALLOWED AT MES LOCATIONS WHERE MATERIAL CHANGE TO CONCRETE MAY OCCUR. DISSIMILAR PIPE CONNECTIONS SHALL BE PER FDOT INDEX 430-001.

ITEM 15:
FDOT TYPE III UNDERDRAIN (PER FDOT INDEX 440-001) SHALL INCLUDE THE COST OF 451 LF OF 8" PDW HDPE SOCK WRAP UNDERDRAIN, FILTER FABRIC, 75 CY FILTER SAND, AND 41 CY OF NO. 57 COARSE AGGREGATE REQUIRED TO CONSTRUCT THE UNDERDRAIN. CLEANOUTS SHALL BE PLACED PER COUNTY SPEC 2320 AND INCLUDED IN THE TOTAL COST FOR THIS ITEM.

ITEM 18:
THIS ITEM OR APPROVED EQUAL. PRODUCT MUST BE ON THE FDOT APPROVED PRODUCTS LIST. PERMANENT ANCHORING SYSTEM PER MANUFACTURERS RECOMMENDATIONS SHALL BE INCLUDED IN THE COST OF THIS ITEM. SUPPLEMENTAL INFORMATION FOR THIS ITEM, INCLUDING ANCHORING DETAILS, IS INCLUDED IN THE PROJECT SPECIFICATIONS PACKAGE. THE PRODUCT IS INTENDED TO BE COVERED WITH SOD FOR SHORT-TERM VEGETATION ESTABLISHMENT. THE COST OF PREPARING THE PRODUCT FOR SOD PLACEMENT, SUCH AS SOIL PRIMING, IF NECESSARY, IS INCLUDED IN THIS ITEM WITH THE GOAL BEING SUCCESSFUL VEGETATION ESTABLISHMENT. THE COST OF SOD IS INCLUDED IN ITEM 21. AN ADDITIONAL 10% QUANTITY OF MATERIAL IS INCLUDED BUT ONLY SHALL BE USED UPON PRIOR APPROVAL.

ITEM 19:
ADDITIONAL PLACEMENT AND SHAPING DETAILS INCLUDED IN THE PLANS.

ITEMS 20, 21, 22, AND 23
THE QUANTITIES SHOWN REPRESENT THE TEMPORARY EROSION CONTROL FEATURES SHOWN IN THIS PLAN SET. ULTIMATELY THE CONTRACTOR IS RESPONSIBLE FOR ALL SEDIMENT AND EROSION CONTROL FOR THIS PROJECT INCLUDING ASSOCIATED ITEMS, QUANTITES, INSPECTION, AND ASSOCIATED WORK PER THE NPDES PERMIT.

ITEM 24:
THE CONTRACTOR MUST CONSTRUCT A STABILIZED GRAVEL CONSTRUCTION ENTRANCE AT ALL CONSTRUCTION ENTRANCES. IT IS ASSUMED THE CONTRACTOR WILL HAVE ONE ENTRANCE ON THE NORTH SIDE OF THE PROJECT AND ONE ENTRANCE ON THE SOUTH SIDE OF THE PROJECT. THE QUANTITY ASSUMES TWO 100 SY CONSTRUCTION ENTRANCES.

ITEM 26:
RIPRAP RUBBLE AT THE FAR SOUTH END OF THE PROJECT MAY BE USED IN PROPOSED RIPRAP RUBBLE LOCATIONS ON SITE IF THE MATERIAL MEETS COUNTY SPECIFICATIONS.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SUMMARY OF PAY ITEMS

SHEET NO. 2

DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

DRAINAGE MAP

SHEET NO. 3

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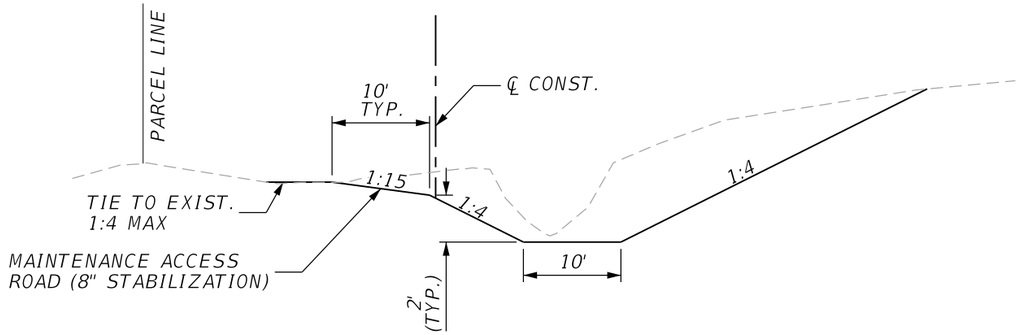
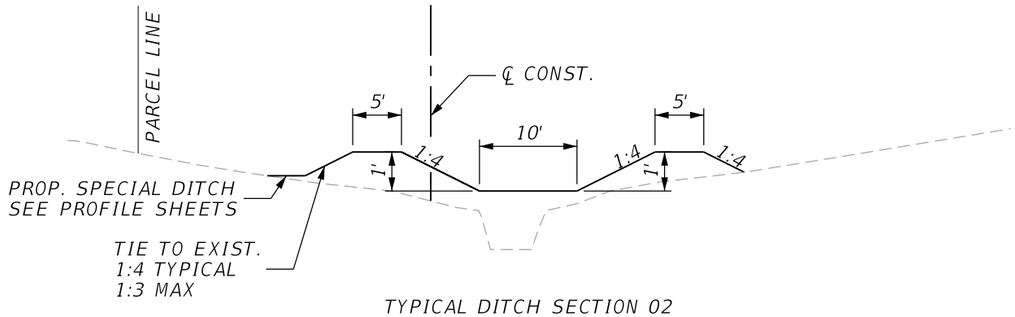
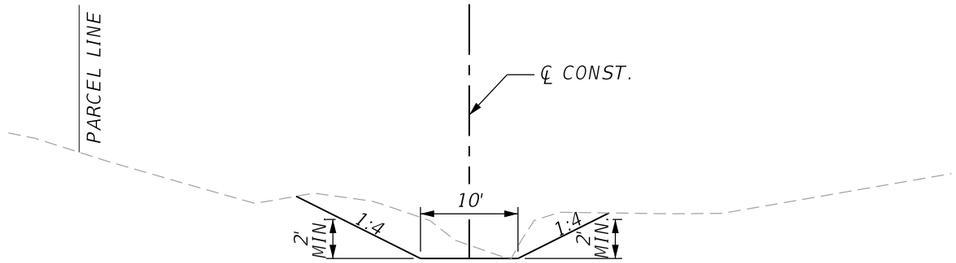


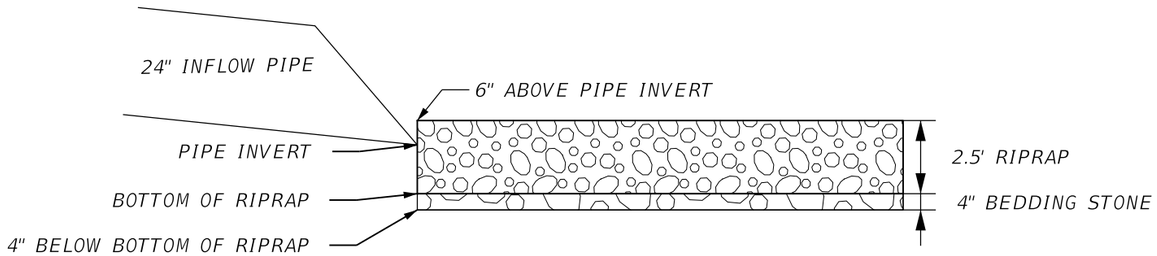
TYPICAL DITCH SECTION 01
STA. 102+10.41 TO STA. 104+20.02



TYPICAL DITCH SECTION 02
STA. 106+63.44 TO STA. 107+50.00

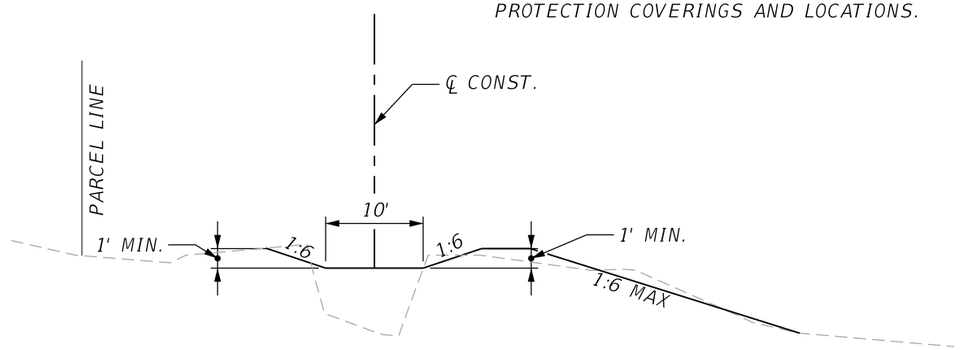


TYPICAL DITCH SECTION 03
STA. 107+50.00 TO STA. 111+00.00

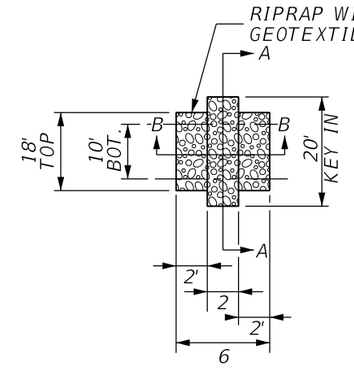


RIPRAP RUBLE APRON DETAIL FOR SEDIMENT BASINS

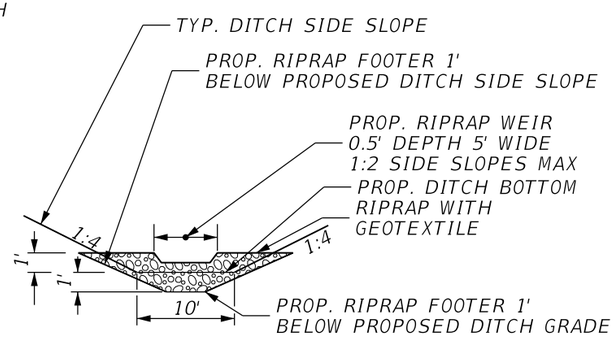
NOTE: ALL DISTRUBED AREAS ARE TO RECIEVE SOD AT A MINMUM. SEE EROSION AND SEDIMENT CONTROL PLAN FOR ADDITIONAL SLOPE PROTECTION COVERINGS AND LOCATIONS.



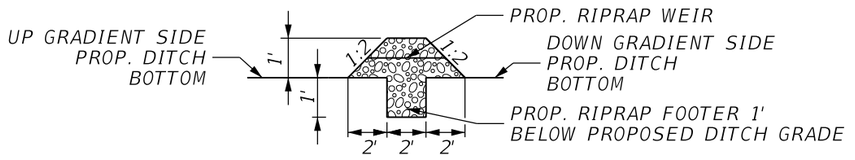
TYPICAL DITCH SECTION 04
STA. 111+00.00 TO STA. 111+40.00



PLAN VIEW
N.T.S.



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.

TYPICAL RIPRAP DITCH CHECK
13 SY RIPRAP WITH GEOTEXTILE FABRIC
STA. 103+00.00 STA. 110+00.00
STA. 103+75.00 STA. 108+00.00

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

TYPICAL DETAILS (1)

SHEET NO. 4

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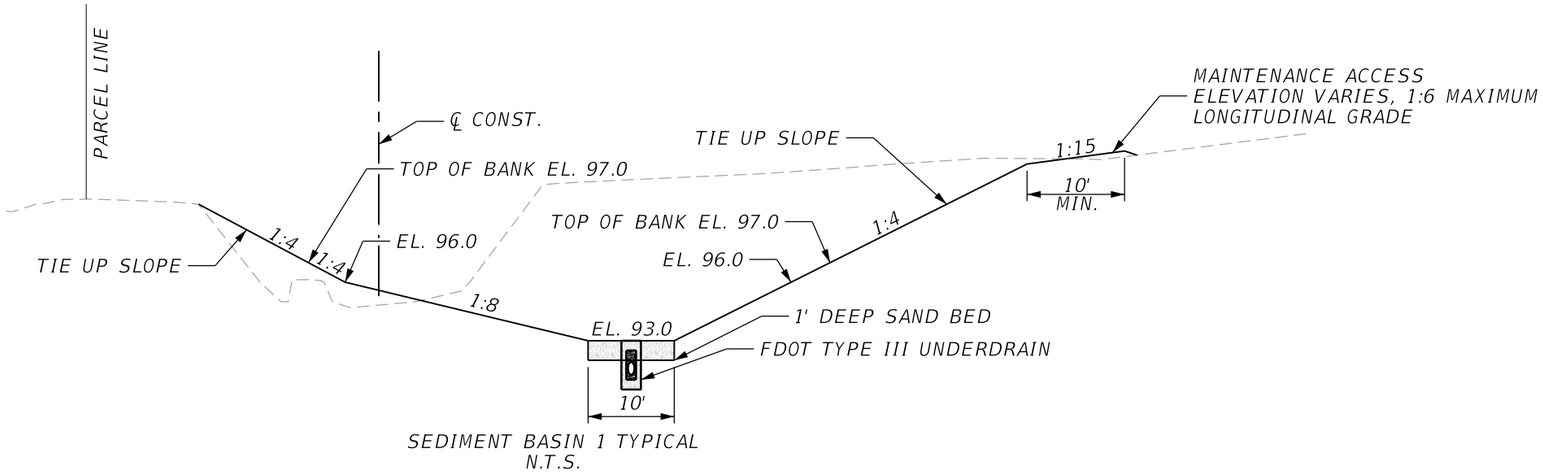
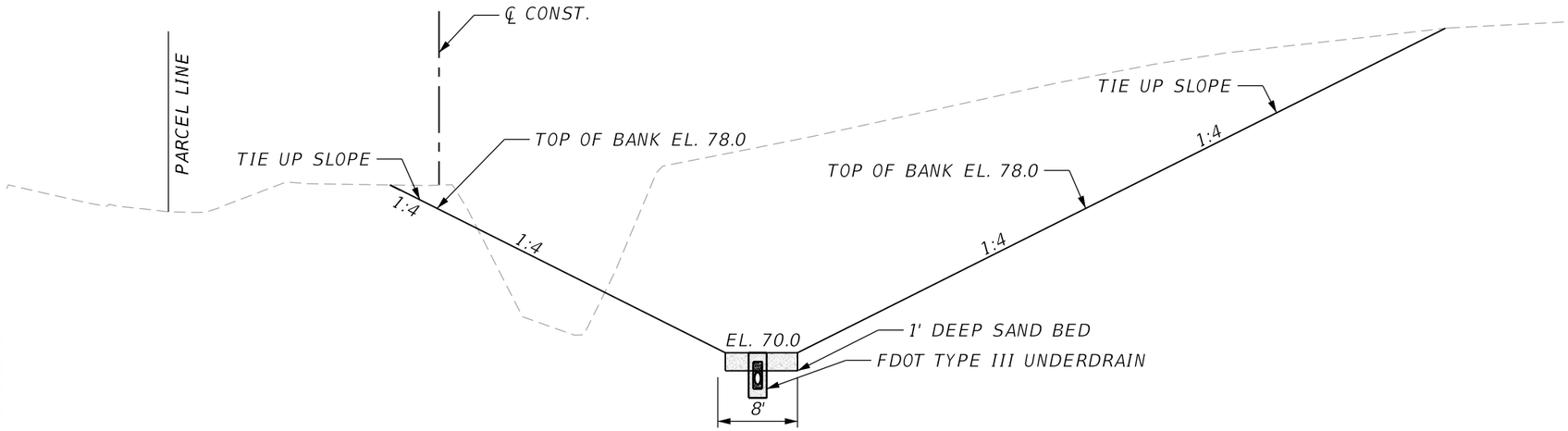
PHWALKER 2/11/2019 9:30:32 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\TYPDRD01.DGN

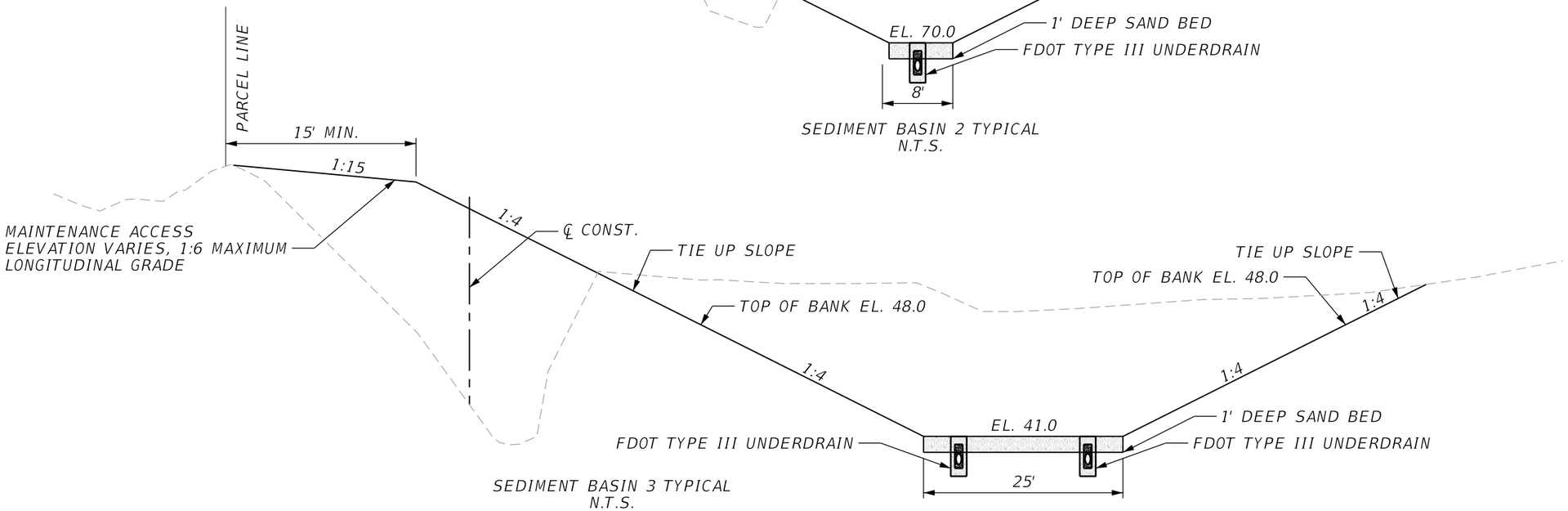
NOTE: ALL DISTRUBED AREAS ARE TO RECIEVE SOD AT A MINMUM. SEE EROSION AND SEDIMENT CONTROL PLAN FOR ADDITIONAL SLOPE PROTECTION COVERINGS AND LOCATIONS.



SEDIMENT BASIN 1 TYPICAL
N.T.S.



SEDIMENT BASIN 2 TYPICAL
N.T.S.



SEDIMENT BASIN 3 TYPICAL
N.T.S.

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

TYPICAL DETAILS (2)

SHEET NO. 5

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GENERAL NOTES:

1. THE CONTRACTORS SHALL NOTIFY THE COUNTY DESIGN ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED WITH IN EVERY DETAIL.

3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED HAY BALES AS REQUIRED BY THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, JULY 2018 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.

5. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ESCAMBIA COUNTY OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

6. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.

7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY ESCAMBIA COUNTY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELACEMENT REPLACEMENT OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.

8. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

9. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

10 EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.

11. ALL MATERIALS, TESTING, AND CONSTRUCTION METHODS SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

12. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

13. CONTRACTOR SHALL COMPLY WITH ALL F.D.E.P. AND ARMY CORP. OF ENGINEERS REQUIREMENTS. THE PROJECT IS PERMITTED BY NWFWMD (GEN-033-284800-1)

14. ONLY ACCESS TO THE EASEMENTS AS SHOWN ARE GUARANTEED BY THE COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.

15. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

    ERIC STUART, PSM
    NOBLES CONSULTING GROUP, INC.
    600 UNIVERSITY PLAZA DRIVE
    PENSACOLA, FLORIDA 32504 PH (850) 678-9932

16. DIRECT SPECIAL ATTENTION TO THE PROTECTION OF ALL GEODETIC MONUMENTS, HORIZONTAL OR VERTICAL, AND PUBLIC LAND SURVEY CORNERS LOCATED WITHIN THE PROJECT. IF ANY GEODETIC MONUMENT OR PUBLIC LAND SURVEY CORNER, LOCATED WITHIN THE PROJECT, IS AT RISK OF BEING DAMAGEDOR DESTROYED, IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE. IN ADDITION, CONTACT JOE BARRETT, ESCAMBIA COUNTY SURVEYOR, TO OBTAIN APPROVAL TO LOCATE AND REPLACE ANY DAMAGED OR DESTROYED GEODETIC MONUMENTS OR PUBLIC LAND SURVEY CORNERS UNDER THE DIRECTION OF A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA.

17. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

18. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.

19. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.

20. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH OF PIPE THAT MUST BE INSTALLED WITH THE MITERED END SECTION. THEREFORE, ALL PIPES LENGTHS ASSOCIATED WITH MITERED END SECTIONS SHALL BE PAID FOR IN THE UNIT COST OF THE MITERED END SECTION.

21. IF ARCHAEOLOGICAL MATERIAL/PREHISTORIC ARTIFACTS SUCH AS POTTERY OR CERAMICS, STONE TOOLS OR METAL IMPLEMENTS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME, THE PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE APPLICANT/RECIPIENT, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, THE STATE HISTORIC PRESERVATION OFFICER (SHPO) AND THE DSH/FEMA REGION IV ENVIRONMENTAL OFFICER AND FDEM STATE ENVIRONMENTAL LIAISON OFFICER FOR FURTHER GUIDANCE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION FROM THE DIVISION OF HISTORICAL RESOURCES.

22. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTED ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH F.S. 872.05.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.

2. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES. KNOWN UTILITIES OWNERS ACCORDING TO THE SUNSHINE ONE CALL INCLUDE:

    WATER/SEWER – EMERALD COAST UTILITY AUTHORITY
    MR. BRANDON KNIGHT
    P.O. BOX 15311
    PENSACOLA, FL. 32514 PH: (850) 969-3310
    BKNIGHT@ECUA.ORG

    ELECTRIC – GULF POWER
    MR. CHAD SWAILS
    5120 DOGWOOD DRIVE
    MILTON, FL 32570 PH: (850) 429-2446
    CHAD.SWAILS@NEXTERAENERGY.COM

    COX COMMUNICATION
    MR. TROY YOUNG
    3405 MCLEMORE DR
    PENSACOLA, FL 32514 PH: (850) 857-4510.
    TROY.YOUNG@COX.COM

    TELEPHONE – AT&T FLORIDA
    MR. JONATHON BLANKENCHIP
    605 WEST GARDEN STREET
    PENSACOLA, FL 32502 PH: (850) 624-7093
    JB966P@ATT.COM

    NATURAL GAS – PENSACOLA ENERGY
    MRS. DIANE MOORE
    1625 ATWOOD DRIVE
    PENSACOLA, FL 32514 PH: (850) 474-5319
    DMOORE@CITYOFPENSACOLA.COM

    SUNSHINE STATE ONE-CALL
    7200 LAKE ELLENOR DRIVE, SUITE 200
    ORLANDO, FL. 32809 PH: (800) 432-4770

3. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.

4. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.

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REVISIONS	
DATE	DESCRIPTION

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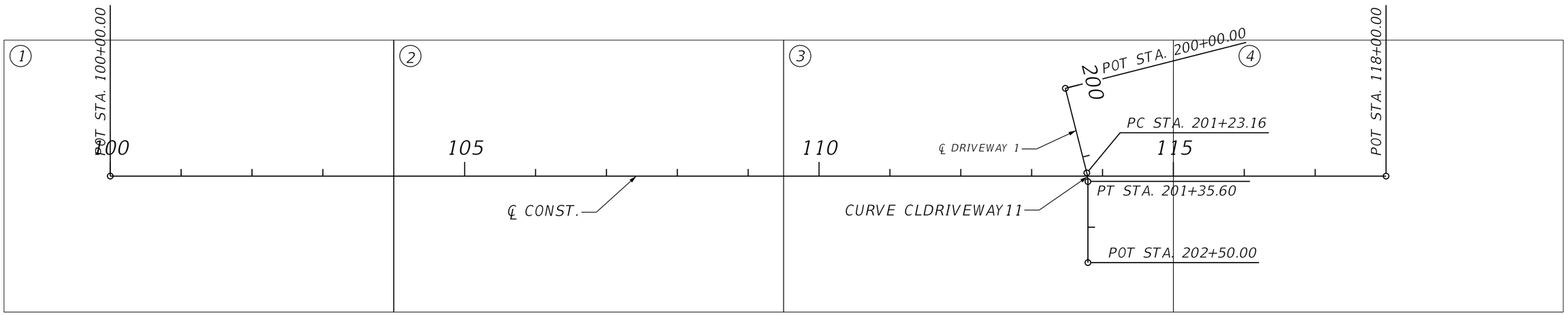
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

GENERAL NOTES

SHEET NO. 6



(X) = PLAN VIEW SHEET NUMBER

CURVE OR POINT NO.	ALIGNMENT	P.O.T.			P.C. / PC.C.			P.I.			P.T. / P.C.C.			△	T	L	D	R	BACK BEARING	AHEAD BEARING
		STATION	NORTH	EAST	STATION	NORTH	EAST	STATION	NORTH	EAST	STATION	NORTH	EAST							
CL001	CLCONST	100+00.00	575,751.7610	1,101,919.6884																N 3° 53' 37.01" E
CL002	CLCONST	118+00.00	577,547.6064	1,102,041.9158															N 3° 53' 37.01" E	
DW01	CLDRIVEWAY1	200+00.00	577,104.5349	1,101,887.5402																N 79° 38' 31.92" E
CLDRIVEWAY11	CLDRIVEWAY1				201+23.16	577,126.6789	1,102,008.6957	201+29.41	577,127.8027	1,102,014.8444	201+35.60	577,127.3783	1,102,021.0806	14° 15' 05.09"	6.2506	12.4367	114° 35' 29.61"	50.00	N 79° 38' 31.92" E	N 86° 06' 22.98" E
DW02	CLDRIVEWAY1	202+50.00	577,119.6101	1,102,135.2152															N 86° 06' 22.98" E	

REVISIONS

DATE	DESCRIPTION

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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

PLAN LAYOUT

SHEET NO. 7

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LEGEND

10' MAINTENANCE ACCESS

LIMITS OF CONSTRUCTION

RIPRAP RUBLE WITH GEOTEXTILE FABRIC

24" PIPE

1" = 40'

0 10 40

Feet

CONST. 29 SY OF 4" DITCH PAVEMENT

100+45.34 18.88 RT

100+66.84 18.74 RT

1:4

1:4

103

104

100+45.45 35.22 RT

100+66.95 35.07 RT

S-101 DETAIL

961 SHADOW RIDGE DR. PENSACOLA, FL 32514

960 SHADOW RIDGE DR. PENSACOLA, FL 32514

EXIST. 15' UTILITY EASEMENT

ECUA WATER 6" PVC LOCATE & PROTECT

ECUA SEWER 8" LOCATE & PROTECT

CONNECT EXIST. 24" PIPE TO MANHOLE REMOVE EXIST. HEADWALL

LARGE OAK TREE TO REMAIN LOCATE AND PROTECT

EXIST. R/W

102+99.36 13.00

S-100

CONST. 45' OF 24" PIPE

102+06.41 13.00

CONST. 233' OF 24" PIPE

℄ CONST.

103+73.74 1.10

EXIST STA. 100+00.00

100

100+70.28 17.30

100+60.28 7.30

101

102

103

SEE NOTE 5

CONST. 12' OF 12" PVC PIPE

REMOVE EXIST. CONCRETE HEADWALL CONNECT TO EXIST. 12" PVC PIPE

SEE DETAIL THIS SHEET

S-101

S-102

A-5

S-201

SEDIMENT BASIN 1

93

93

96

97

100

10' R

5' R

1:4

1:4

CONST. 57' OF 24" PIPE

LARGE OAK TREE TO REMAIN LOCATE AND PROTECT

100+70.28 41.73

RELOCATE EXIST. BAR GATE TO CROSS PROPOSED MAINTENANCE ACCESS

35' R

101+05.28 76.73

101+86.41 76.73

10'

15' R

102+01.41 18.00

102+01.41 61.73

RIPRAP DITCH CHECK SEE DETAIL SHEET

DITCH BOTTOM

RIPRAP DITCH CHECK SEE DETAIL SHEET

MATCHLINE STA. 104+00.00

100+60.22 150.00

PROP. EASEMENT BOUNDARY

NOTES:

1. MAINTENANCE ACCESS LOCATION IS DESIGNED FOR 1:6 MAX LONGITUDINAL SLOPES.
2. MAINTENANCE ACCESS WILL BE 8" STABILIZATION WITH SOD.
3. ALL AREAS WITH THE EXCEPTION OF SEDIMENT BASIN BOTTOMS ARE TO BE SODDED UNLESS OTHERWISE NOTED.
4. ALL UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED
5. GREAT CARE SHOULD BE TAKEN TO LOCATE, PROTECT, AND AVOID EXIST. 8" WATERMAIN. FOR THIS REASON THE CONTRACTOR SHOULD DETERMINE THE LOCATION (HORIZONTAL AND VERTICAL) OF THE WATERMAIN BEFORE CASTING S-100 AND S-101.

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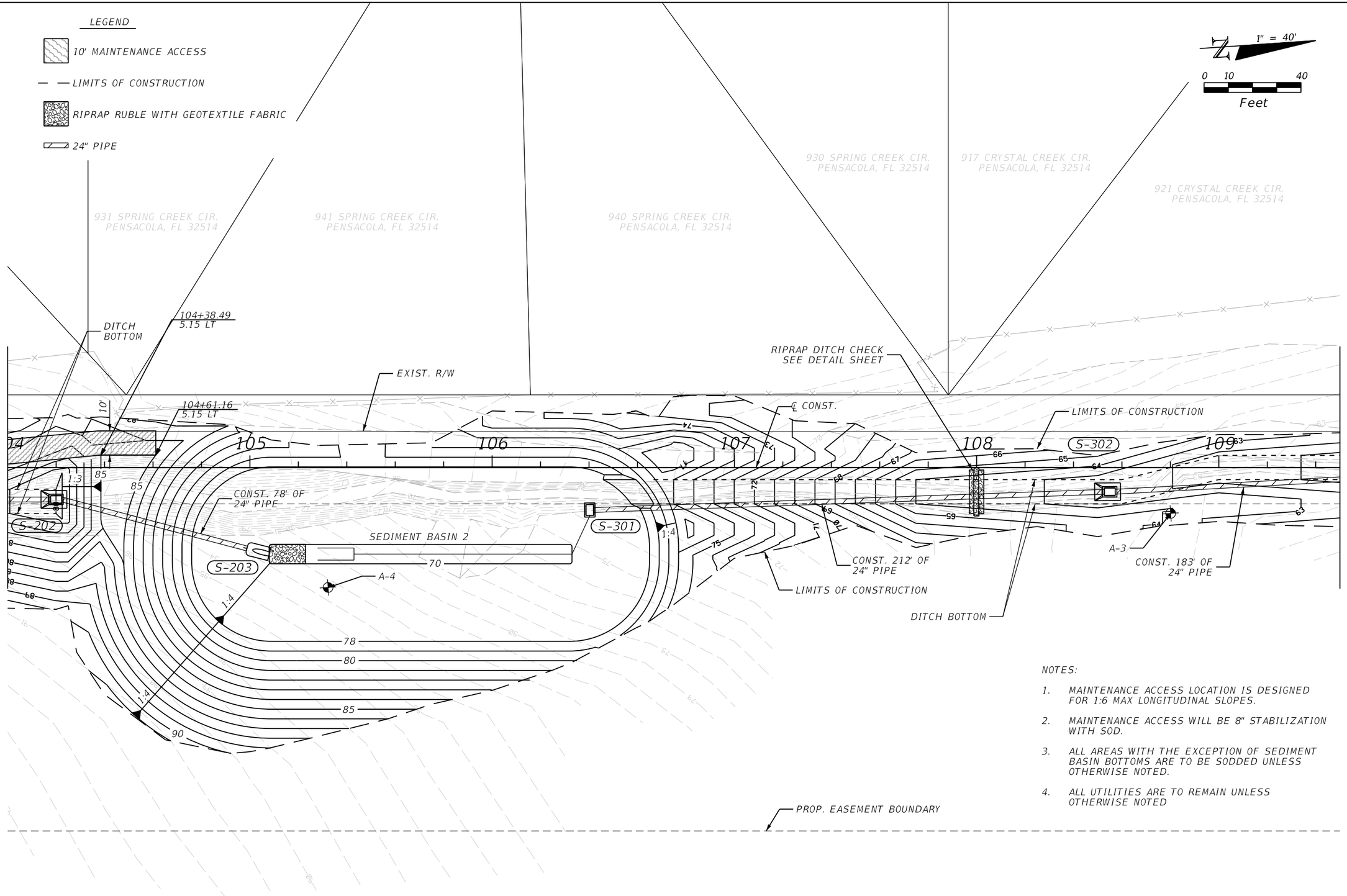
ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY IMPROVEMENTS

PLAN VIEW (1)

SHEET NO. 8



NOTES:

1. MAINTENANCE ACCESS LOCATION IS DESIGNED FOR 1:6 MAX LONGITUDINAL SLOPES.
2. MAINTENANCE ACCESS WILL BE 8" STABILIZATION WITH SOD.
3. ALL AREAS WITH THE EXCEPTION OF SEDIMENT BASIN BOTTOMS ARE TO BE SODDED UNLESS OTHERWISE NOTED.
4. ALL UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED

REVISIONS	
DATE	DESCRIPTION

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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

PLAN VIEW (2)

SHEET NO. 9

PHWALKER 2/11/2019 9:31:32 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\PLANRD02.DGN

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LEGEND

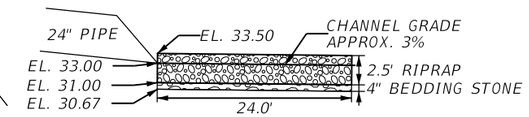
MAINTENANCE ACCESS (AS NOTED)

LIMITS OF CONSTRUCTION

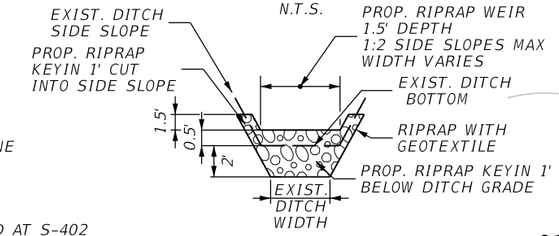
RIPRAP RUBLE WITH GEOTEXTILE FABRIC

24" PIPE

PROFILE
N.T.S.



CROSS SECTION
N.T.S.



1" = 40'

0 10 40

Feet

RIPRAP PAD AT S-402
32 SY RIPRAP WITH GEOTEXTILE AND BEDDING STONE

920 CRYSTAL CREEK CIR.
PENSACOLA, FL 32514
910 CRYSTAL CREEK CIR
PENSACOLA, FL 32514
921 CROOKED OAK DR.
PENSACOLA, FL 32514
920 CROOKED OAK DR.
PENSACOLA, FL 32514

MATCHLINE STA. 109+50.00

MATCHLINE STA. 115+00.00

EXIST. R/W

DITCH BOTTOM

LIMITS OF CONSTRUCTION

15' MAINTENANCE ACCESS DRIVEWAY

EXIST. R/W

S-303

110

111

A-2

112

113

114

111+62.70
25.00 LT

111+22.74
16.89 RT

RIPRAP DITCH CHECK
SEE DETAIL SHEET

40' R

1:6 MAX

1:4

CONST. 163' OF 24" PIPE

S-304

SEDIMENT BASIN 3

S-305

1:6

111+26.10
87.87 RT

S-306

CONST. 89' OF 24" PIPE

1:4

1:4

LIMITS OF CONSTRUCTION

PROP. EASEMENT BOUNDARY

EXIST. PROPERTY BOUNDARY BETWEEN UWF (SOUTH SIDE) AND THE JONES FAMILY (NORTH SIDE) (APPROX)

POT STA. 200+00.00

200

CROOKED OAK DRIVE

EXIST. R/W

113+66.06
91.36 LT

113+46.67
86.44 LT

20' MAINTENANCE ACCESS DRIVEWAY
SEE PROFILE

℄ CONST. DRIVEWAY 1

113+54.36
56.15 LT

25' R

113+44.46
10.00 LT

113+30.13
25.00 LT

201

113+87.03
8.79 LT

POT STA. 201+21.63

RIPRAP PAD
SEE DETAILS
THIS SHEET

A-1

60' R

113+89.33
7.66 RT

℄ CONST.

PT STA. 201+35.52

114+45.59
35.89

S-402

114+56.55
33.36 RT

114+66.60
34.90 RT

114+69.14
36.85 RT

1:4

1:10

113+69.46
14.57 RT

S-401

114+46.28
46.61

114+58.09
45.77 RT

114+62.87
47.61 RT

202

114+25.82
80.00

114+69.14
50.75 RT

113+89.33
113.68 RT

114+25.85
120.00

POT STA. 202+50.00

113+69.46
113.68 RT

113+68.76
150.00

113+68.23
120.00 RT

RIPRAP DITCH CHECK
SEE DETAIL NEXT SHEET

NOTES:

1. MAINTENANCE ACCESS LOCATION IS DESIGNED FOR 1:6 MAX LONGITUDINAL SLOPES.
2. MAINTENANCE ACCESS WILL BE 8" STABILIZATION WITH SOD.
3. ALL AREAS WITH THE EXCEPTION OF SEDIMENT BASIN BOTTOMS ARE TO BE SODDED UNLESS OTHERWISE NOTED.
4. ALL UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED

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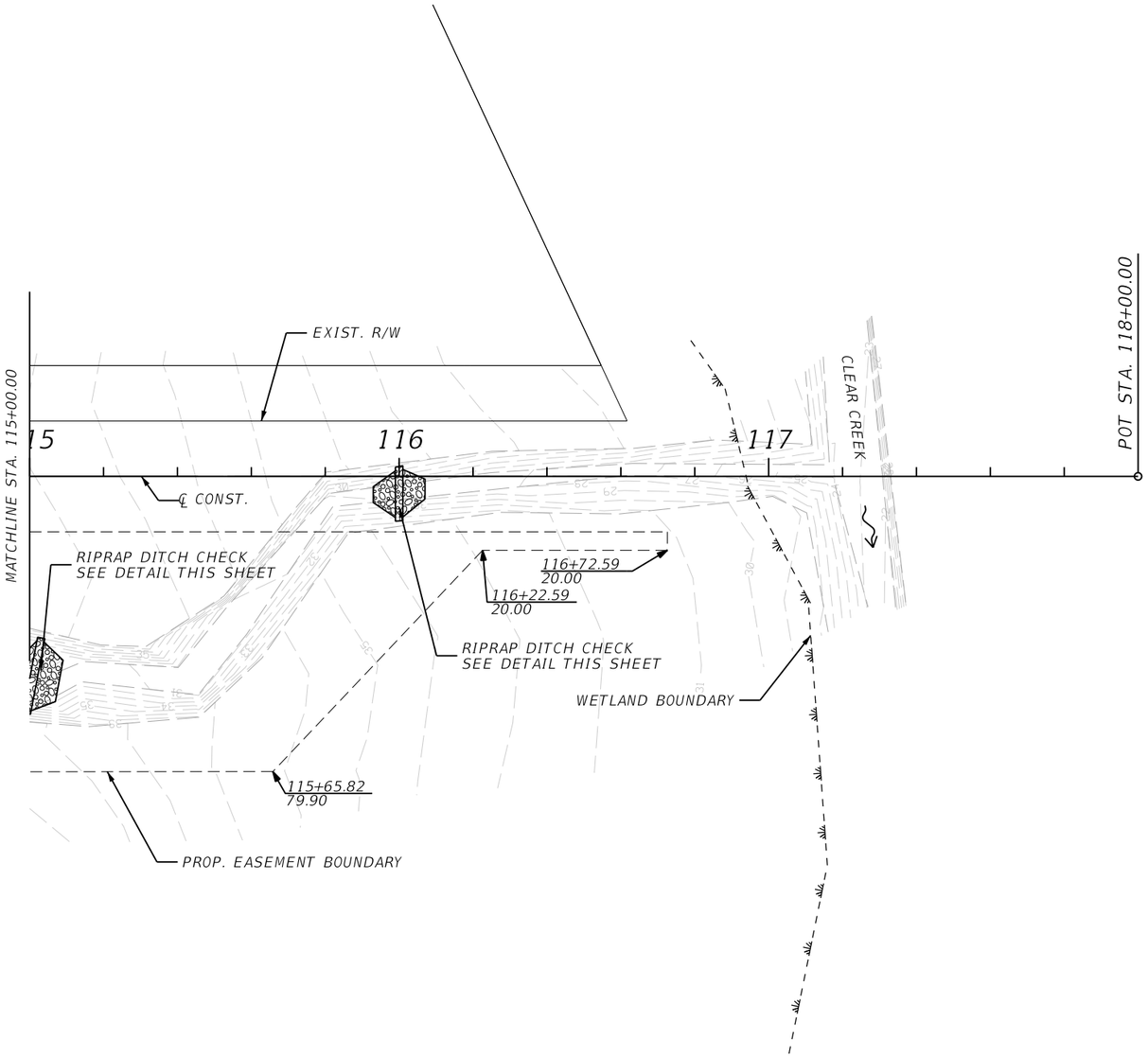
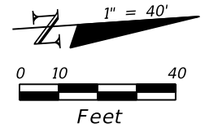
ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

PLAN VIEW (3)

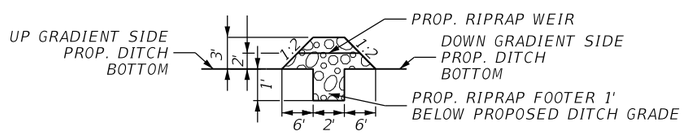
SHEET NO. 10





PLAN VIEW
N.T.S.

SECTION A–A
N.T.S.



SECTION B–B
N.T.S.

TYPICAL RIPRAP DITCH CHECK DETAIL
30 SY RIPRAP WITH GEOTEXTILE FABRIC
AND 4" BEDDING STONE
STA. 115+00.00 STA. 116+00.00

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

PLAN VIEW (4)

SHEET NO.
11

PHWALKER 2/11/2019 9:32:07 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\PLANRD04.DGN

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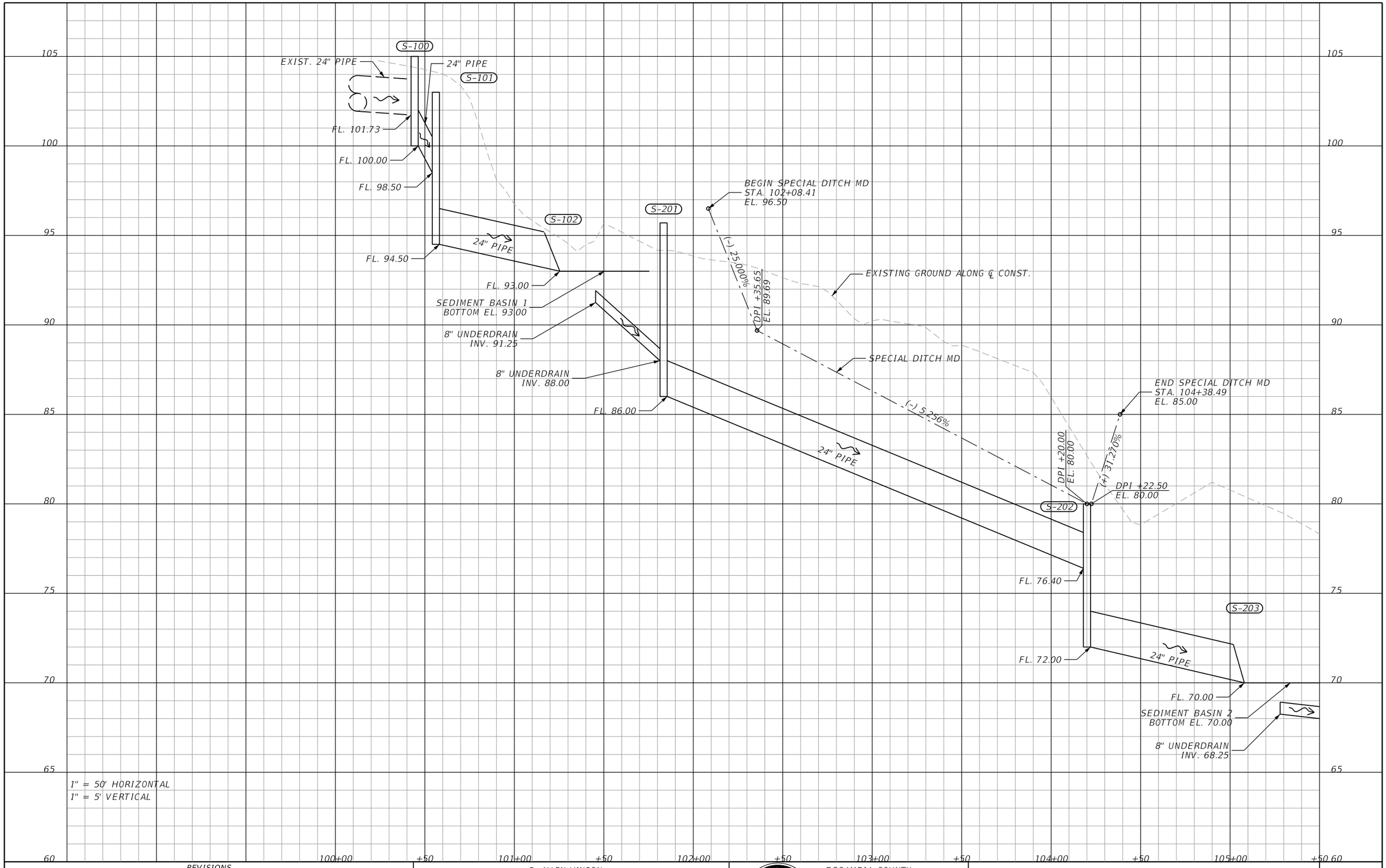

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REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SPECIAL DITCH PROFILE (1)

SHEET NO. 12

PHWALKER 2/11/2019 9:32:25 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\PROFRD01.DGN

80
75
70
65
60
55
50
45
40

BEGIN SPECIAL DITCH LT
STA. 106+00.00
EL. 74.63

BEGIN SPECIAL DITCH MD
STA. 106+75.00
EL. 76.00

S-301

(-) 2.930%

END SPECIAL DITCH LT
STA. 107+25.00
EL. 70.97

SEDIMENT BASIN 2
BOTTOM EL. 70.00

SPECIAL DITCH LT (-) 12.000%

DPI +75.00
EL. 64.00

8" UNDERDRAIN
INV. 67.00

FL. 65.00

SPECIAL DITCH MD

S-302

24" PIPE

(-) 1.887%

DPI +40.00
EL. 59.00

END SPECIAL DITCH MD
STA. 111+20.00
EL. 60.00

(+) 1.250%

S-303

FL. 58.00

24" PIPE

EXISTING GROUND ALONG ℄ CONST.

FL. 53.00

FL. 50.00

24" PIPE

S-304

FL. 41.00

SEDIMENT BASIN 3
BOTTOM EL. 41.00

8" UNDERDRAIN
INV. 39.25

1" = 50' HORIZONTAL
1" = 5' VERTICAL

45 +50 106+00 +50 107+00 +50 108+00 +50 109+00 +50 110+00 +50 111+00 +50 112+00 +50 45

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SPECIAL DITCH PROFILE (2)

SHEET NO. 13

PHWALKER 2/11/2019 9:32:39 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\PROFRD02.DGN

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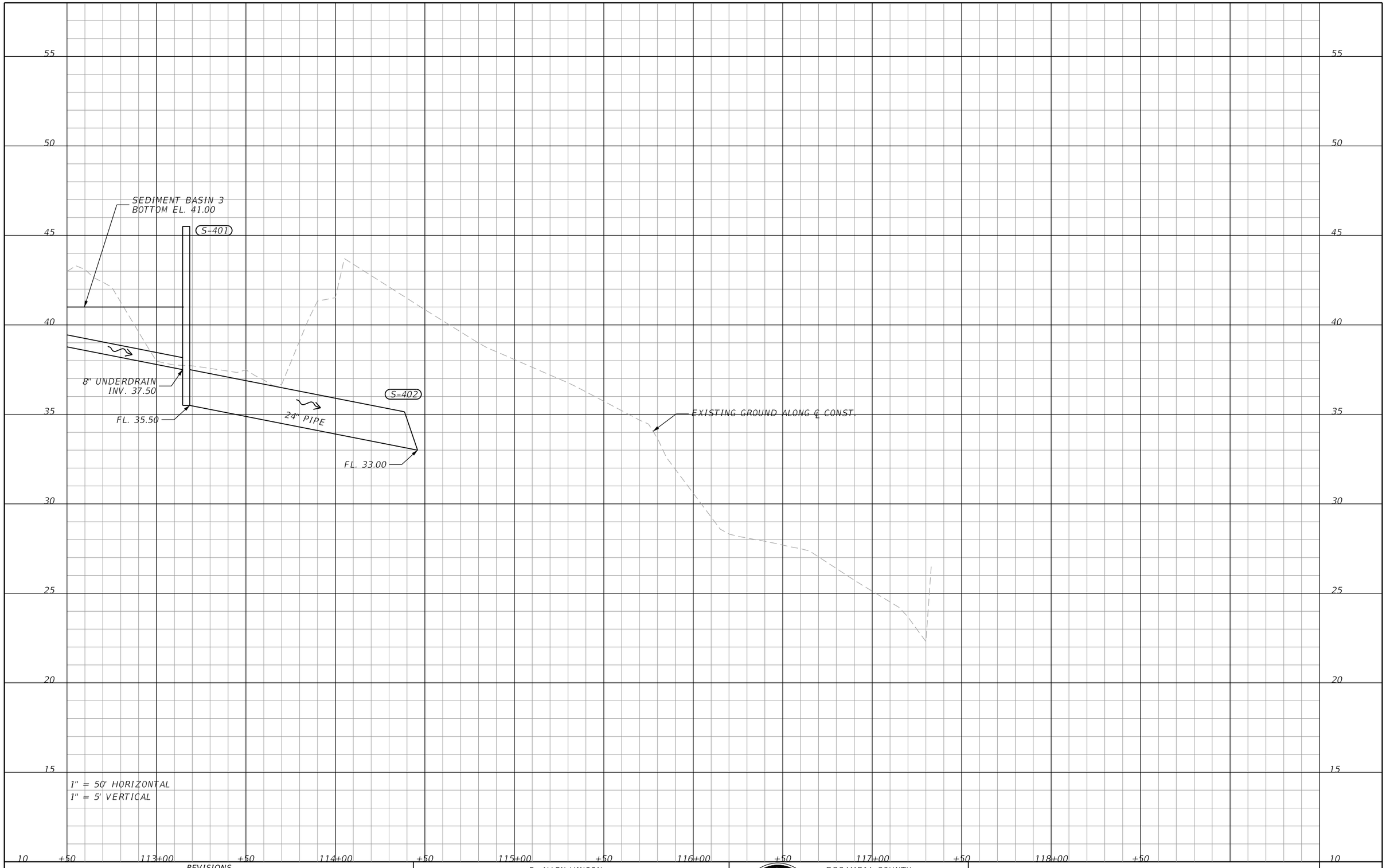

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SPECIAL DITCH PROFILE (3)

SHEET NO. 14

PHWALKER 2/11/2019 9:32:52 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\PROFRD03.DGN

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65
60
55
50
45
40
35
30
25
20

BEGIN DRIVEWAY PROFILE
STA. 200+37.50
EL. 45.87
MATCH EXISTING

PI +12.34
EL. 46.00

(+) 0.169%

FLAT

PI +04.99
EL. 46.00

(+) 3.000%

END DRIVEWAY PROFILE
STA. 202+41.53
EL. 47.10

EXISTING GROUND ALONG ℄ DRIVEWAY 1

1" = 50' HORIZONTAL
1" = 5' VERTICAL

200+00 +50 201+00 +50 202+00 +50

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

DRIVEWAY PROFILE

SHEET NO.
15

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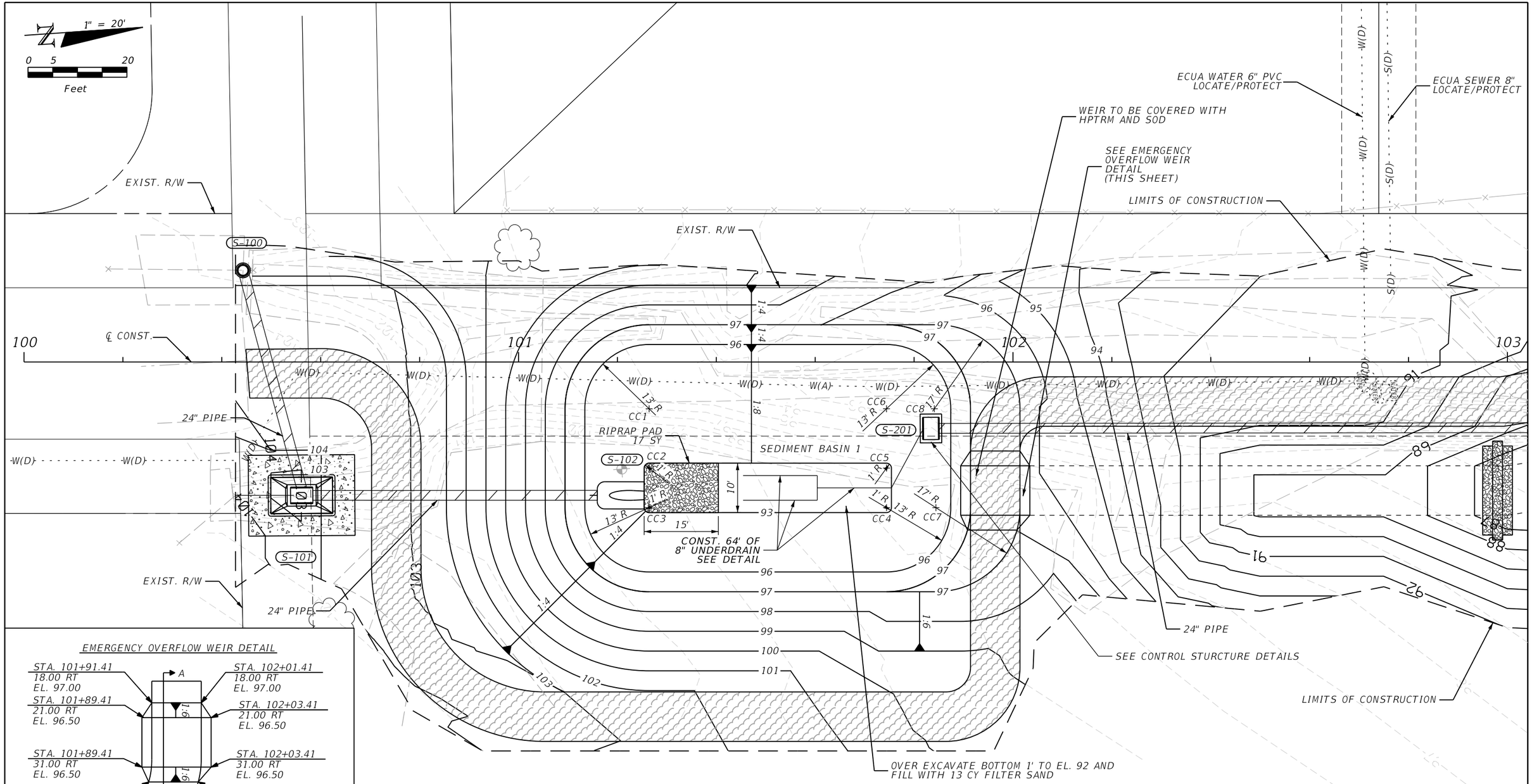
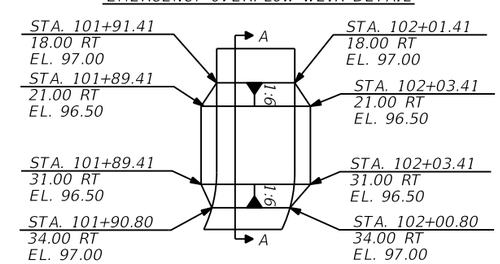
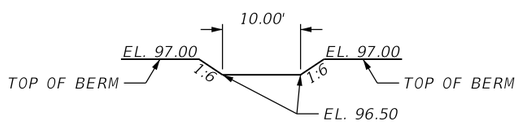


EMERGENCY OVERFLOW WEIR DETAIL





CROSS SECTION A-A
NTS

DESIGN HIGH WATER
25YR24HR SCS iii = 96.20'
100YR24HR SCS iii = 96.43'

CENTER OF CURVE	STATION	OFFSET
CC1	101+26.41	9.47' RT
CC2	101+26.41	21.47' RT
CC3	101+26.41	29.47' RT
CC4	101+74.41	29.47' RT
CC5	101+74.41	21.47' RT
CC6	101+74.41	9.47' RT
CC7	101+84.41	29.47' RT
CC8	101+84.09	9.47' RT

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
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HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SEDIMENT BASIN DETAILS (1)

SHEET NO. 16

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1" = 20'

0 5 20

Feet

EXIST. R/W

LIMITS OF CONSTRUCTION

SEE EMERGENCY OVERFLOW WEIR DETAIL (THIS SHEET)

WEIR TO BE COVERED WITH HPTRM AND SOD

℄ CONST.

RIPRAP PAD 14 SY

SEDIMENT BASIN 2

24" PIPE

S-203

S-301

CC1

CC2

CC3

CC4

8.00'

15.00'

CONST. 143' OF 8" UNDERDRAIN SEE DETAIL

OVER EXCAVATE BOTTOM 1' TO EL. 69 AND FILL WITH 33 CY FILTER SAND

LIMITS OF CONSTRUCTION

CENTER OF CURVE	STATION	OFFSET
CC1	105+08.97	32.74' RT
CC2	105+08.97	38.74' RT
CC3	106+31.97	38.74' RT
CC4	106+31.97	32.74' RT

DESIGN HIGH WATER
25YR24HR SCS iii = 77.09'
100YR24HR SCS iii = 77.42'

EMERGENCY OVERFLOW WEIR DETAIL

STA. 106+46.28
3.00 RT
EL. 78.00

STA. 106+45.81
5.00 RT
EL. 77.50

STA. 106+57.39
15.00 RT
EL. 77.50

STA. 106+60.82
16.72 RT
EL. 78.00

STA. 106+53.99
3.00 RT
EL. 78.00

STA. 106+59.39
5.00 RT
EL. 77.50

STA. 106+66.70
15.00 RT
EL. 77.50

STA. 106+65.35
16.78 RT
EL. 78.00

10.00'

EL. 78.00 — 1:6 — 1:6 — EL. 78.00

TOP OF BERM — TOP OF BERM

EL. 77.50

CROSS SECTION B-B
NTS

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SEDIMENT BASIN DETAILS (2)

SHEET NO. 17

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1" = 20'

0 5 20

Feet

EXIST. FENCE TO REMAIN

LIMITS OF CONSTRUCTION

℄ CONST. DRIVEWAY 1

℄ CONST.

1:6 MAX

1:4

1:4

1:4

1:6

1:10

24" PIPE

24" PIPE

S-304

S-305

S-306

S-401

CC1

CC2

CC3

CC4

29' R

1' R

SEDIMENT BASIN 3

25'

15'

CONST. 247' OF 8" UNDERDRAIN SEE DETAIL

RIPRAP PAD 42 SY

OVER EXCAVATE BOTTOM 1' TO EL. 40 AND FILL WITH 89 CY FILTER SAND

MAINTENANCE ACCESS DRIVEWAY

PARCEL LINE

PROP. EASEMENT

LIMITS OF CONSTRUCTION

DESIGN HIGH WATER
25YR24HR SCS iii = 46.11'
100YR24HR SCS iii = 47.38'

CENTER OF CURVE	STATION	OFFSET
CC1	112+04.88	60.13' RT
CC2	112+05.97	83.10' RT
CC3	113+14.84	77.95' RT
CC4	113+13.76	54.98' RT

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SEDIMENT BASIN DETAILS (3)

SHEET NO. 18

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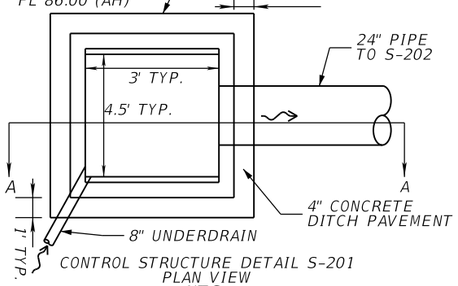
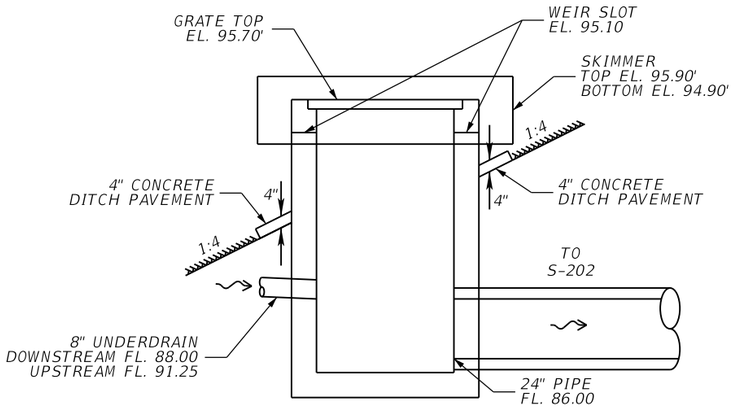
S-201

STA. 101+83.41 (13.44 RT)
CONST. INLET TYPE E WITH SKIMMER
W/ CAST IRON GRATE
GRATE EL. 95.70
WEIR EL. 95.10
INDEX 425-052
FL 88.00 (BK)
FL 86.00 (AH)



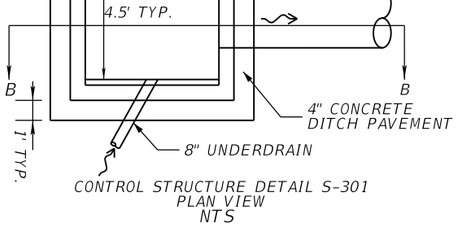
CONTROL STRUCTURE DETAIL S-201
PLAN VIEW
NTS



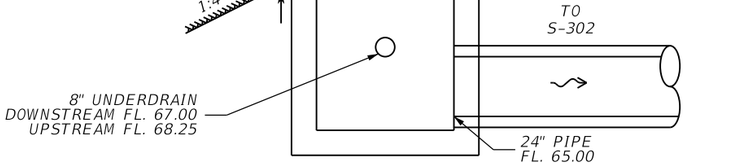
CONTROL STRUCTURE DETAIL S-201
CROSS SECTION A-A
NTS

S-301

STA. 106+40.46 (17.54 RT)
CONST. INLET TYPE E WITH SKIMMER
W/ CAST IRON GRATE
GRATE EL. 76.50
WEIR EL. 76.00
INDEX 425-052
FL 67.00 (RT)
FL 65.00 (AH)



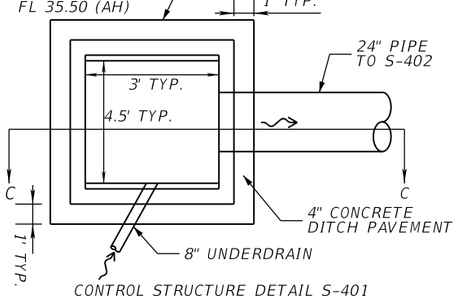
CONTROL STRUCTURE DETAIL S-301
PLAN VIEW
NTS



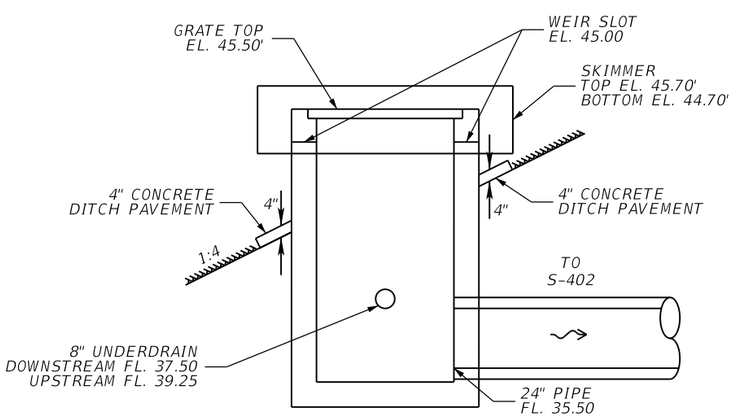
CONTROL STRUCTURE DETAIL S-301
CROSS SECTION B-B
NTS

S-401

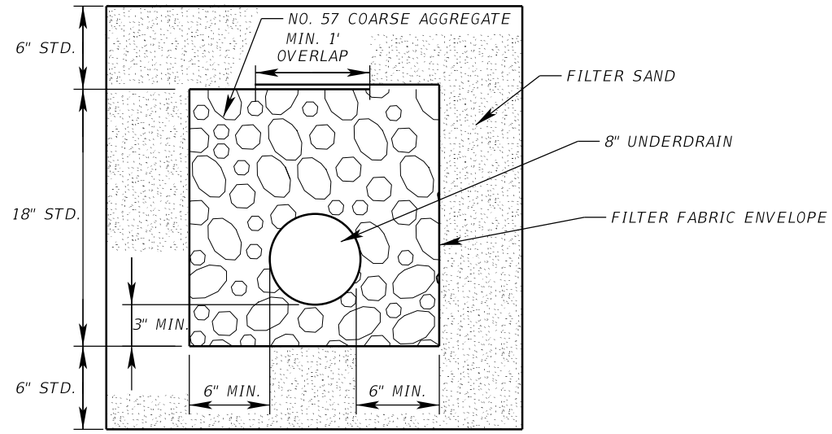
STA. 113+16.63 (46.50 RT)
CONST. INLET TYPE E WITH SKIMMER
W/ CAST IRON GRATE
GRATE EL. 45.50
WEIR EL. 45.00
INDEX 425-052
FL 37.50 (RT)
FL 35.50 (AH)



CONTROL STRUCTURE DETAIL S-401
PLAN VIEW
NTS



CONTROL STRUCTURE DETAIL S-401
CROSS SECTION C-C
NTS



FDOT TYPE III
UNDERDRAIN DETAIL
NTS

S-100

STA. 100+44.28 (18.53 LT)
CONST. MANHOLE TYPE 7
TOP EL. 105.00
INDEX 425-001
FL 101.73 (BK) FROM EXIST. 24" PIPE
FL 100.00 (RT) TO S-101

S-101

STA. 100+56.15 (26.98 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
DBL TRAVERSABLE 7" SLOT
TOP EL. 103.00
INDEX 425-052
FL 98.50 (LT) FROM S-101
FL 100.70 (BK) FROM 12" PVC
FL 94.50 (AH) TO S-102

S-102

STA. 101+18.38 (26.97 RT)
CONST. 24" MES
INDEX 430-021
FL 93.00 FROM S-101

S-202

STA. 104+20.02 (13.16 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
SINGLE TRAVERSABLE 7" SLOT
TOP EL. 80.00
INDEX 425-052
FL 76.40 (BK) FROM S-201
FL 72.00 (AH) TO S-203

S-203

STA. 105+01.16 (33.99 RT)
CONST. 24" MES
INDEX 430-021
FL 70.00 FROM S-202

S-302

STA. 108+55.00 (10.00 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
SINGLE TRAVERSABLE 7" SLOT
TOP EL. 62.49
INDEX 425-052
FL 58.00 (BK) FROM S-301
FL 58.00 (AH) TO S-303

S-303

STA. 110+40.00 (0.00 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
DBL TRAVERSABLE 7" SLOT
TOP EL. 59.00
INDEX 425-052
FL 53.00 (BK) FROM S-302
FL 50.00 (AH) TO S-304

S-304

STA. 111+97.53 (47.06 RT)
CONST. 24" MES
INDEX 430-021
FL 41.00 FROM S-303

S-305

STA. 111+03.06 (86.41 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
SINGLE TRAVERSABLE 7" SLOT
TOP EL. 54.00
INDEX 425-052
FL 45.00 (AH) TO S-306

S-306

STA. 111+97.71 (78.49 RT)
CONST. 24" MES
INDEX 430-021
FL 41.00 FROM S-305

S-402

STA. 114+38.90 (41.20 RT)
CONST. 24" MES
INDEX 430-021
FL 33.00 FROM S-401

DRAINAGE STRUCTURE DETAILS

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

DRAINAGE DETAILS

SHEET NO. 19

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PHWALKER 2/11/2019 9:34:10 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\drainage\SPDTRD01.DGN

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 20

PHWALKER 2/11/2019 9:34:27 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\RDXSRD01.DGN

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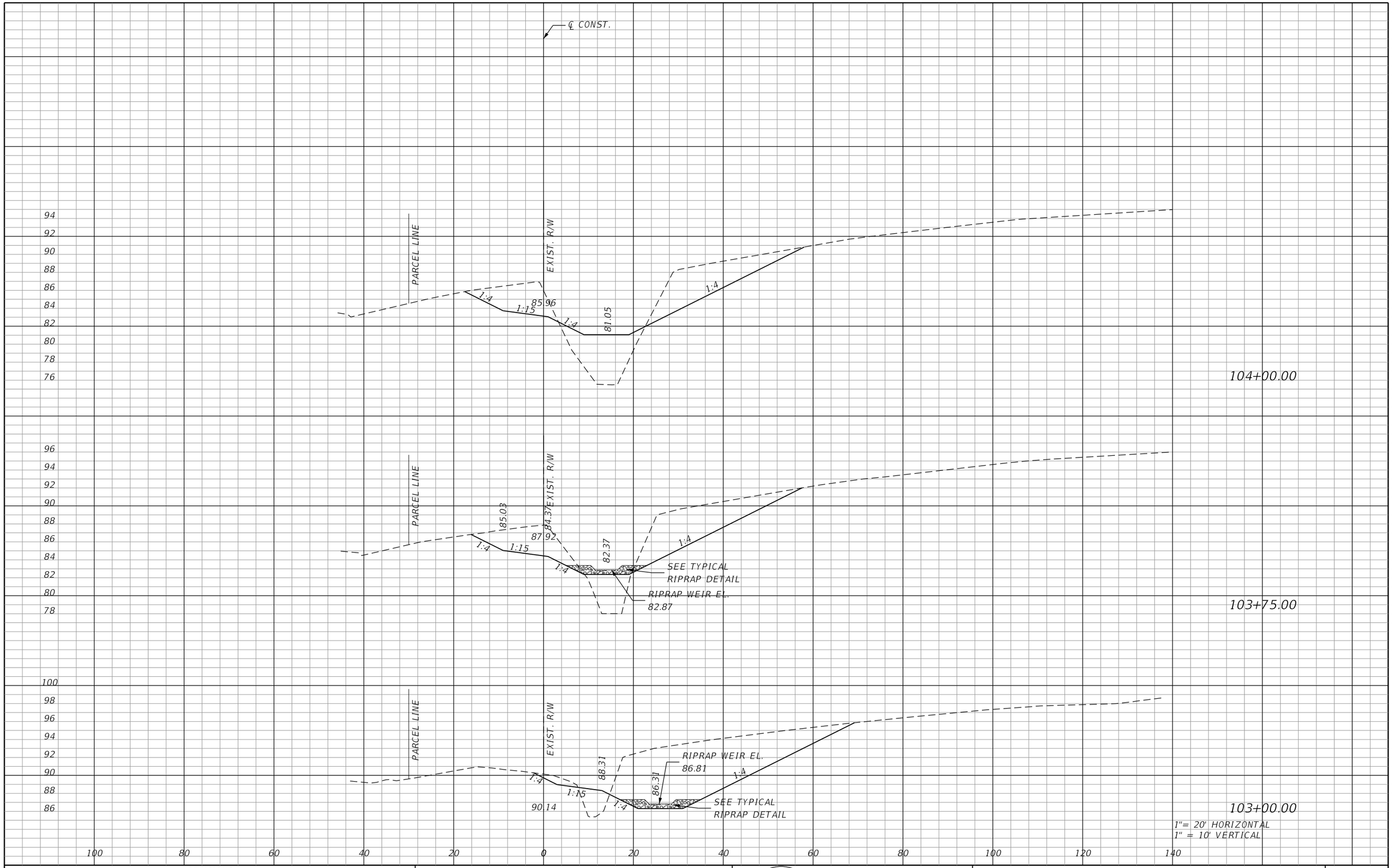

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REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

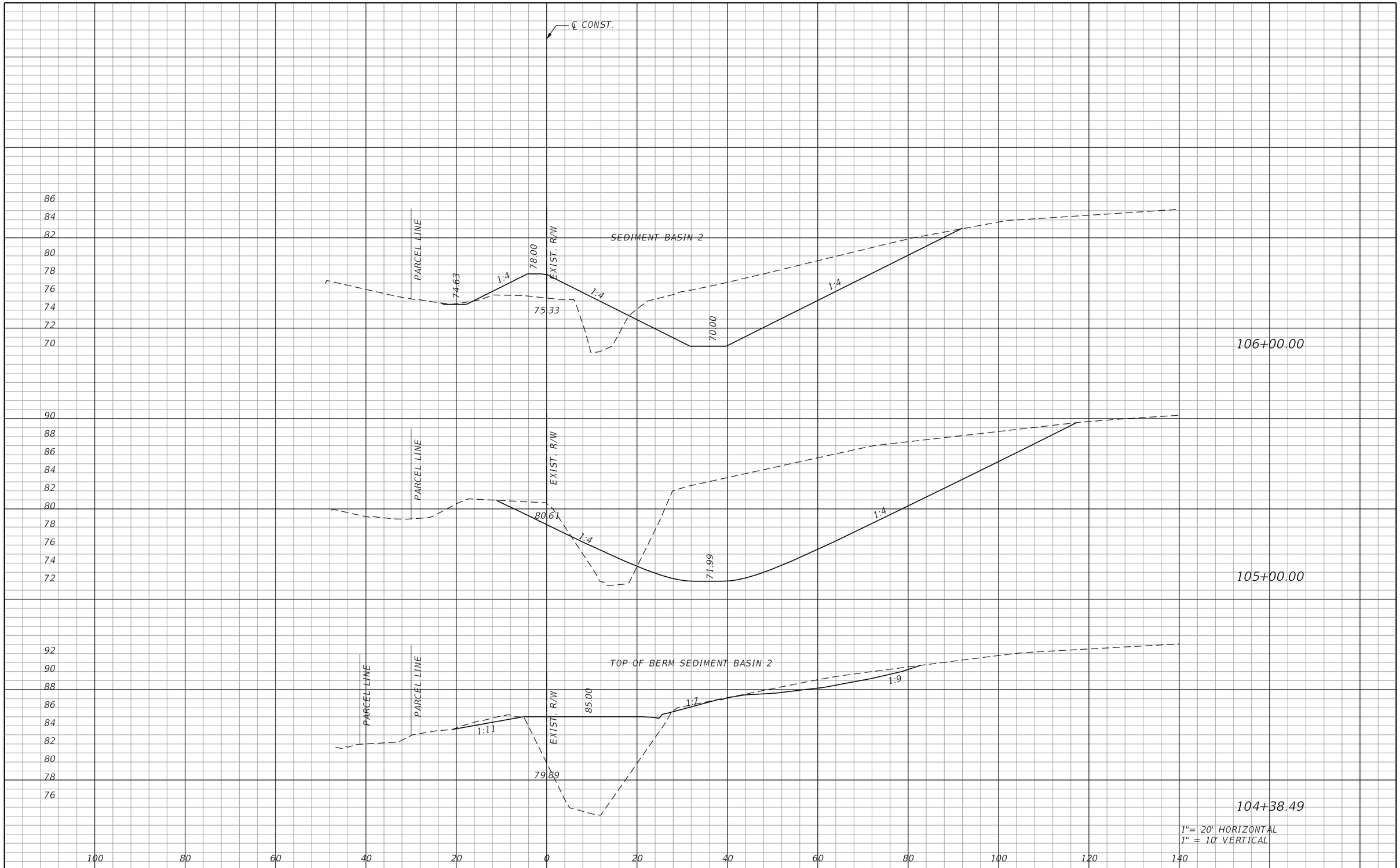
ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 21

PHWALKER 2/11/2019 9:34:28 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\RDXSRD01.DGN



REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 22

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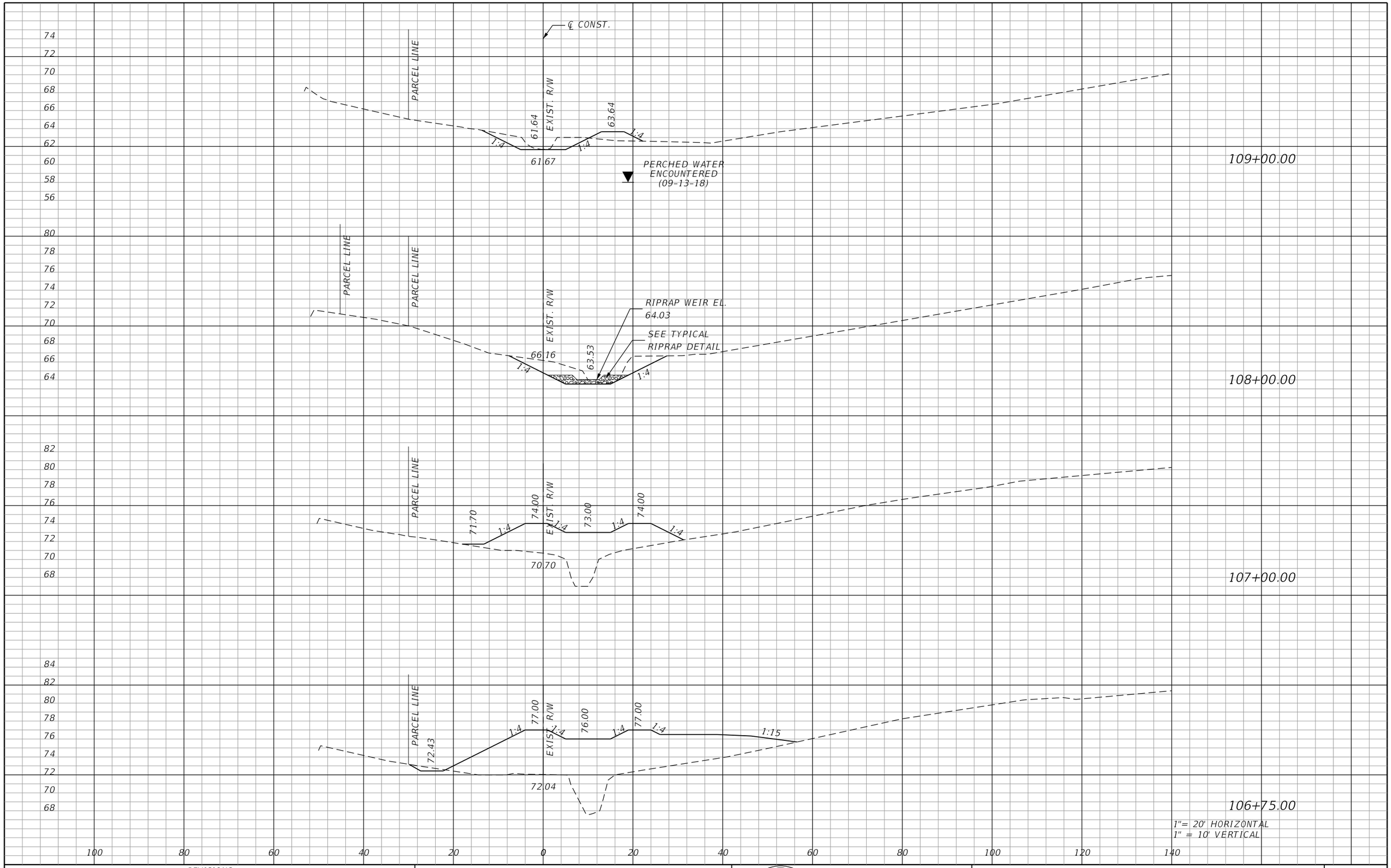

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REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 23

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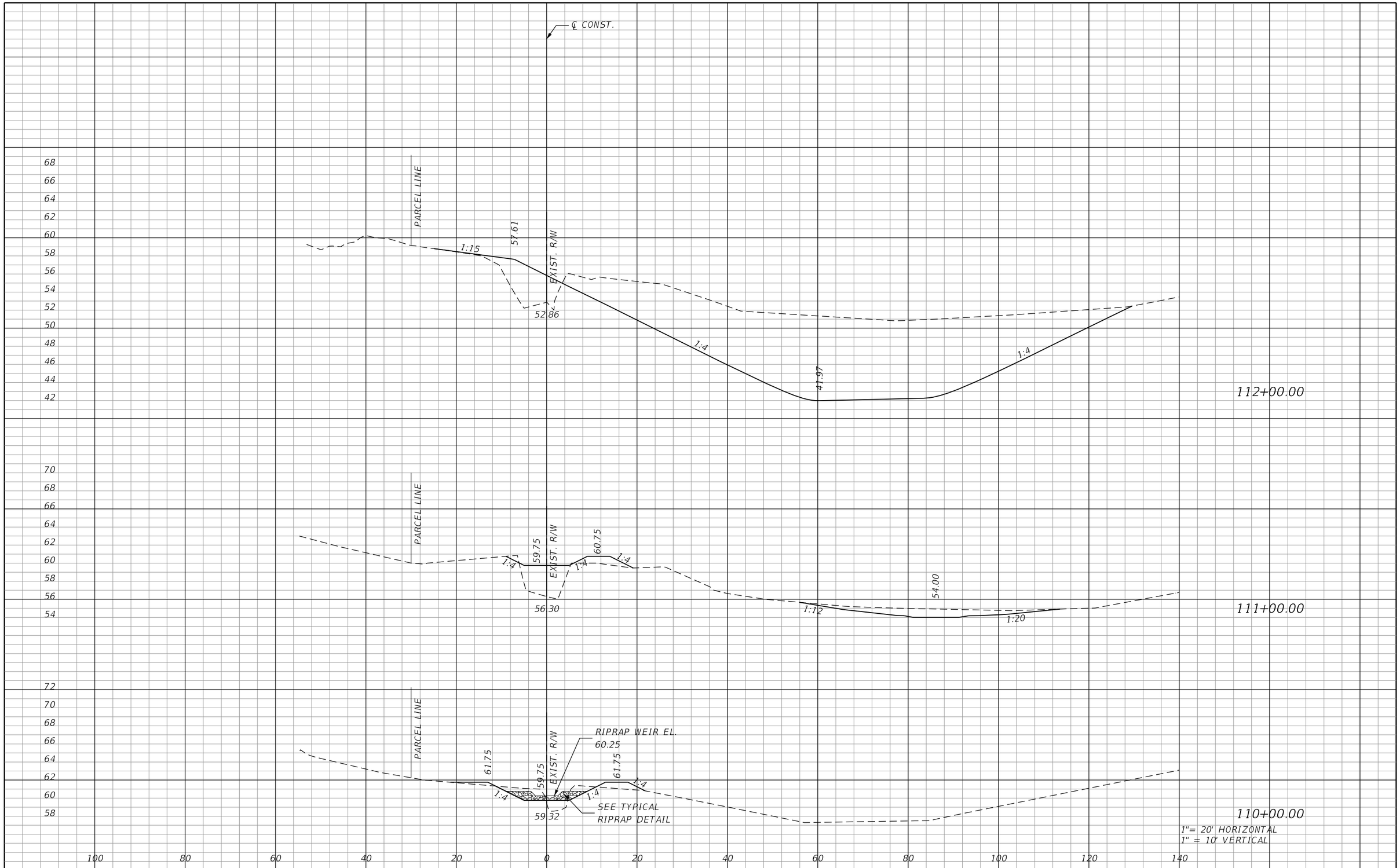

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ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 24

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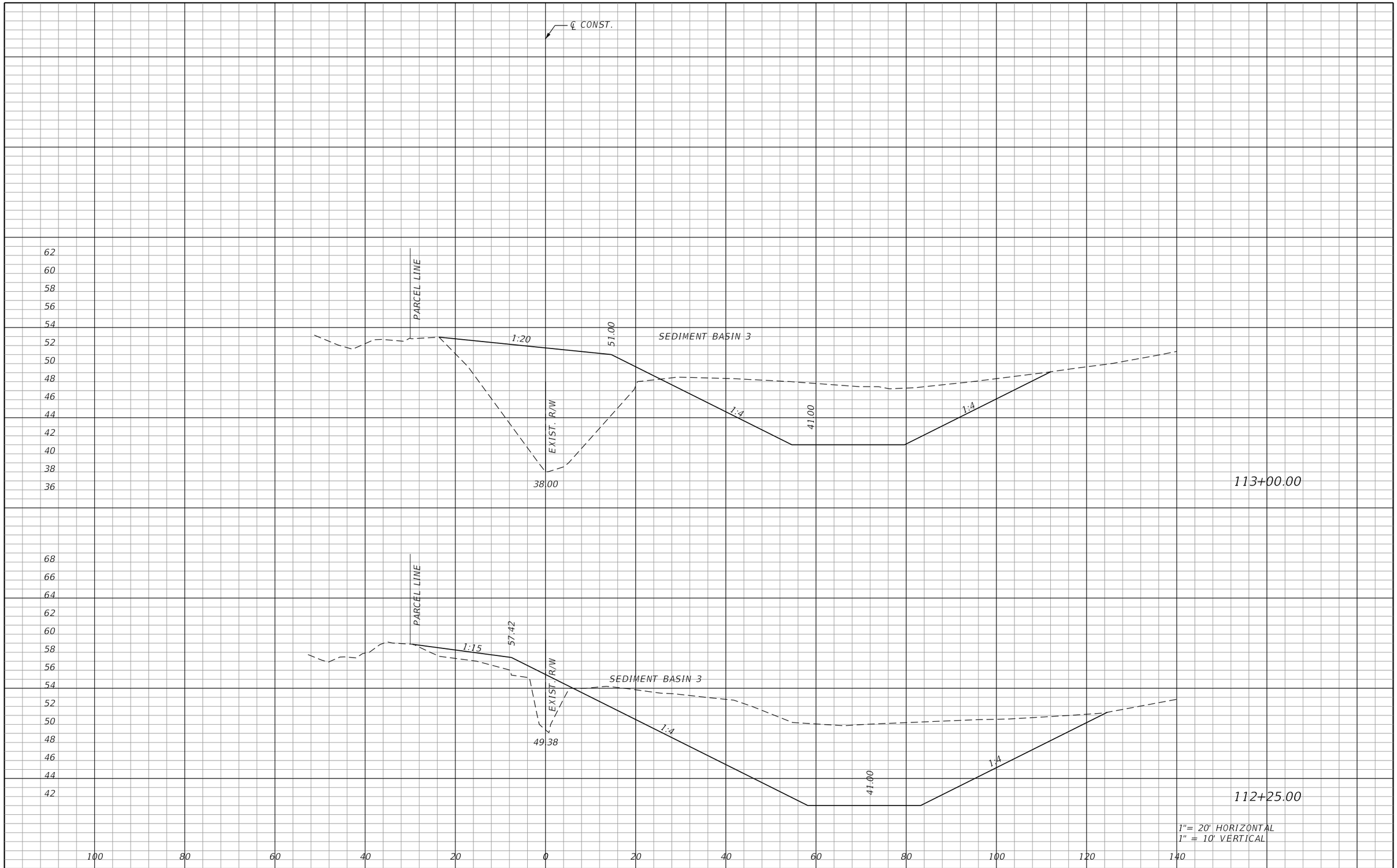

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ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

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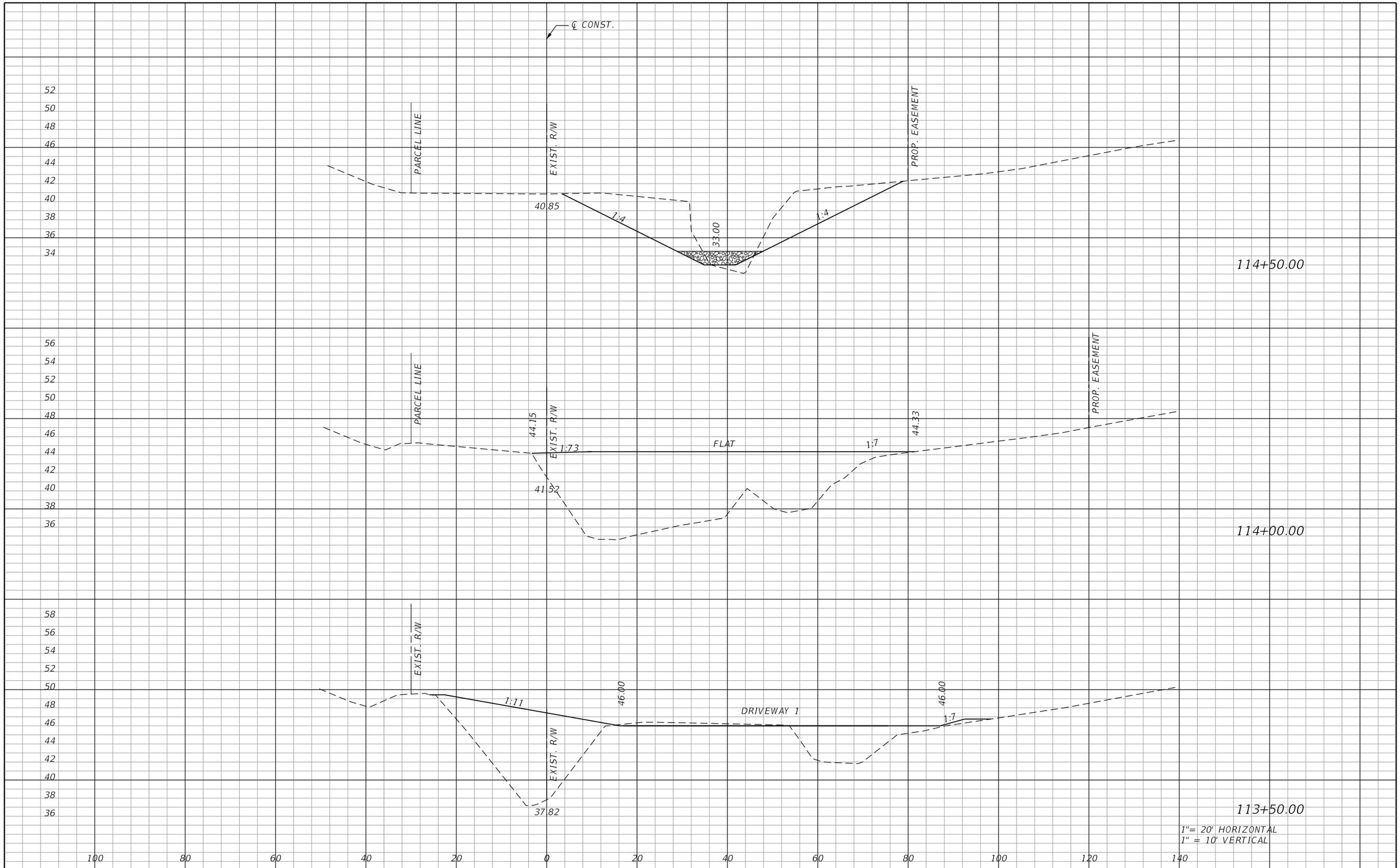

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IMPROVEMENTS

CROSS SECTIONS

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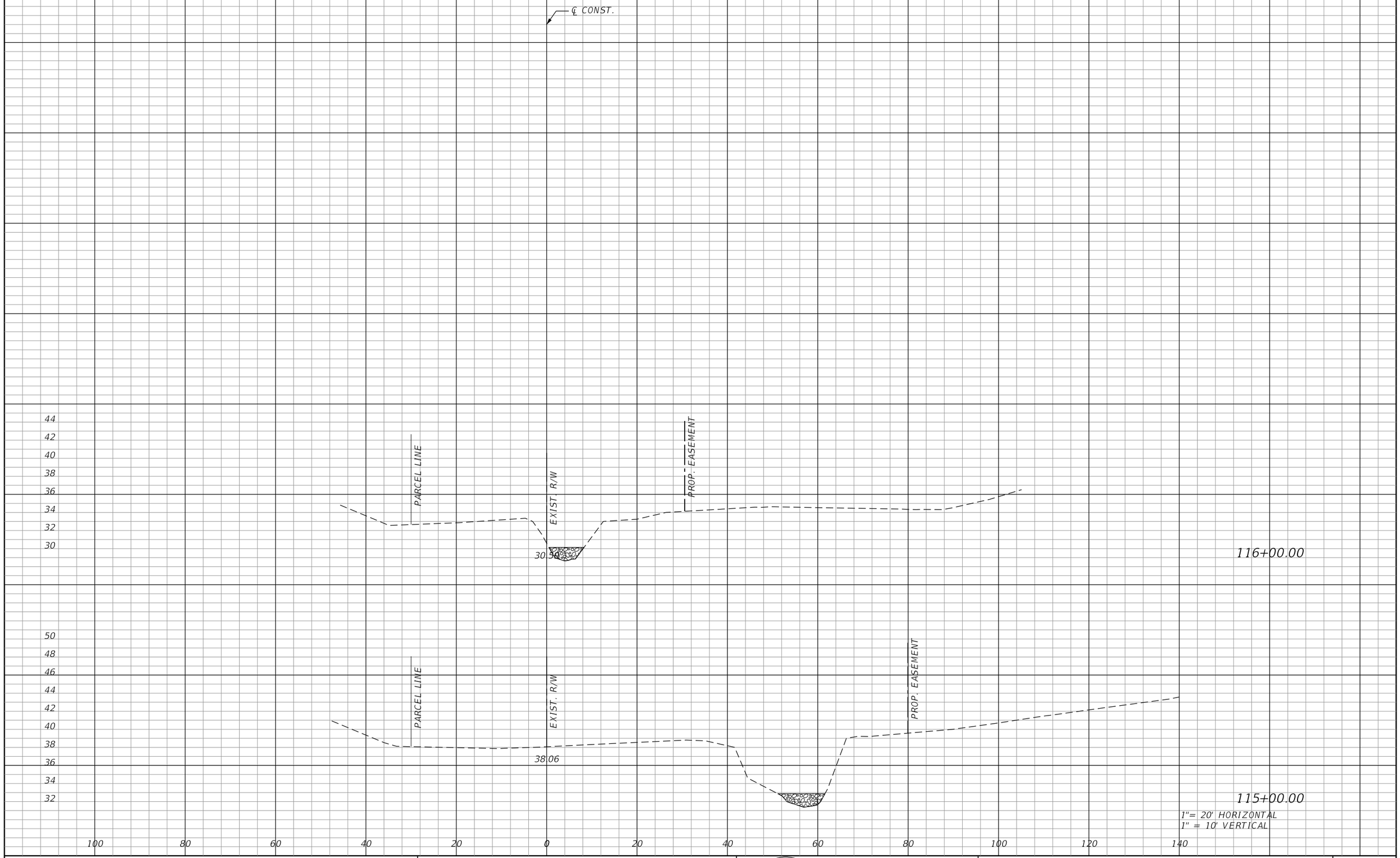

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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

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SITE-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN

THE CONTRACTOR'S PROFESSIONAL ENGINEER (PE), OR CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC) WILL PREPARE AND SUBMIT A SITE-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN TO ESCAMBIA COUNTY FOR REVIEW AND APPROVAL PRIOR TO ANY WORK BEING PERFORMED. THE EROSION AND SEDIMENT CONTROL PLAN SHALL FOLLOW GUIDELINES DOCUMENTED IN THE STATE OF FLORIDA, EROSION AND SEDIMENT CONTROL – DESIGNER AND REVIEWER MANUAL, DATED JUNE 2007, UPDATED 2013 (http://www.fdot.govroadway/drainage/files/Erosion-Sediment-Control.pdf).

AT A MINIMUM, THE EROSION AND SEDIMENT CONTROL PLANS FOR THIS PROJECT REQUIRE SEDIMENT BARRIER TO BE PLACED WHERE THERE IS POTENTIAL FOR TURBID STORMWATER RUNOFF TO DISCHARGE OFF-SITE. INLET PROTECTION IS REQUIRED FOR ALL INLETS THAT COULD RECEIVE RUNOFF FROM DISTURBED AREAS. ARTIFICIAL COVERINGS AND TEMPORARY SLOPE DRAINS ARE REQUIRED IN AREAS WITH HIGH SLOPES. RUNOFF CONTROL STRUCTURES WILL BE REQUIRED WITHIN ALL CHANNELS. A SOIL TRACKING PREVENTION DEVICE SHALL BE INSTALLED AT POINTS OF EGRESS FROM UN-STABLIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFF-SITE TRACKING OF MUD COULD OCCUR.

PAY PARTICULAR ATTENTION TO THE PROTECTION OF UPLAND BUFFERS, NON-IMPACTED WETLANDS, AND SURFACE WATERS ADJACENT TO THE LIMITS OF WORK TO PREVENT TURBID DISCHARGES TO THESE AREAS.

THE MEASURES LISTED ABOVE AND SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS WITH ADDITIONAL CONTROLS TO BE UTILIZED AS NEEDED, DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATIONS AND PHASING.

1. SITE DESCRIPTION:

CONSTRUCTION ACTIVITY INCLUDES NEW CONSTRUCTION, STORM SEWER, DITCH GRADING, AND SEDIMENT BASIN GRADING.

PROJECT LIMITS:
NORTH END OF MOTLEY CT. FROM APPROX 180 FEET NORTH OF VALLEY RIDGE CIR. TO APPROX 1,640 FEET NORTH OF VALLEY RIDGE CIR. (APPROX 0.28 MILES)

PROJECT DESCRIPTION:
CONSTRUCTION OF ACCESS ROADS, SEDIMENT BASINS, AND DRAINAGE CHANNELS NORTH OF MOTLEY CT.

THE MAJOR SOIL DISTURBING ACTIVITIES INCLUDE DITCH EXCAVATION AND SEDIMENT BASIN EXCAVATION.

TOTAL AREA TO BE DISTURBED:

RUNOFF COEFFICIENTS:
C= 0.15 (BEFORE)
C= 0.50 (DURING)
C= 0.20 (AFTER)

(2) ESTIMATES OF SIZE OF PROJECT AREA FOR EACH OUTFALL:
CLEAR CREEK – TOTAL AREA 2.98 ACRES

(3) LOCATIONS OF OUTFALLS:
NORTH POND OUTFALL: LAT N30° 33' 30", LONG. W87° 15' 11" (CLEAR CREEK)

(4) DESCRIPTION OF SOIL OR QUALITY OF DISCHARGE:
SOILS ARE PRIMARILY TROUP SANDS AND TROUP-POARCH SANDY LOAM.

THE CONSTRUCTION PLANS ARE BEING USED FOR THE SITE MAP.

2. CONTROLS:

TEMPORARY EROSION CONTROL MEASURES ARE SHOWN ON THE EROSION CONTROL PLANS AND PERMANENT EROSION CONTROL MEASURES ARE SHOWN IN THE CONSTRUCTION PLANS.

a. EROSION AND SEDIMENT CONTROLS:
(1) STABILIZATION PRACTICES:

X TEMPORARY SODDING	X ARTIFICIAL COVERING
___ TEMPORARY GRASSING	X BUFFER ZONES
X PERMANENT PLANTING, SODDING, OR SEEDING	___ PRESERVATION OF NATURAL RESOURCES
___ TEMPORARY MULCHING	

-LOCATION OF ARTIFICIAL COVERING IS TO BE DETERMINED BASED ON SITE CONDITIONS
-THIS LIST MAY NOT INCLUDE ALL MEASURES BASED ON ACTUAL SITE CONDITIONS

STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 14 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

OTHER:
THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(2) STRUCTURAL PRACTICES:

___ SAND BAGGING	___ SEDIMENT TRAPS
X SEDIMENT BARRIER	X SEDIMENT BASINS
___ SYNTHETIC BALES	___ STORM INLET SEDIMENT TRAP
X BERMS	___ STONE OUTLET STRUCTURES
___ DIVERSION, INTERCEPTOR, OR PERIMETER DITCHES	___ CURBS AND GUTTERS
X PIPE SLOPE DRAINS	X STORM SEWERS
___ FLUMES	___ VELOCITY CONTROL DEVICES
X ROCK BEDDING AT CONSTRUCTION EXIT	___ FLOATING TURBIDITY BARRIER
___ TIMBER BEDDING AT CONSTRUCTION EXIT	X RIPRAP
X RUNOFF CONTROL STRUCTURE	X WATTLES
X INLET PROTECTION	

LOCATIONS OF SEDIMENT BASINS, STORM DRAINS, AND RIP RAP ARE SHOWN ON THE CONSTRUCTION PLANS. THIS LIST MAY NOT INCLUDE ALL CONTROL MEASURES. ACTUAL SITE CONDITIONS MAY REQUIRE ADDITIONAL CONTROL MEASURES.

SEDIMENT BARRIER WILL BE USED TO PROTECT ALL UNDISTURBED WETLANDS.

OTHER:
THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

b. DESCRIPTION OF SEDIMENT BASINS:
THERE ARE 3 SEDIMENT BASIN FACILITIES TO BE CONSTRUCTED WITH THIS PROJECT.

c. OTHER CONTROLS
(1) WASTE DISPOSAL:
THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(2) OFFSITE VEHICLE TRACKING:
X HAUL ROADS DAMPENED FOR DUST CONTROL
X LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
X EXCESS DIRT ON ROAD REMOVED DAILY
X STABILIZED CONSTRUCTION ENTRANCES

OTHER:
THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(3) SANITARY WASTE:
THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(4) FERTILIZERS AND PESTICIDES:
FERTILIZER WILL BE APPLIED ACCORDING TO APPLICABLE SUBSECTIONS OF THE ESCAMBIA COUNTY GENERAL PAVING & DRAINAGE TECHNICAL SPECICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DOCUMENTING THE USE OF PESTICIDES IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(5) TOXIC SUBSTANCES (INCLUDING SPILL REPORTING):
THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY. IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE COUNTY PROJECT MANAGER IMMEDIATELY.

d. FEDERAL, STATE, AND LOCAL PLANS, AND PERMITS:
- NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT,1½ GENERAL PERMIT (403.814 (12) F.S)
- FDEP NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION SITE, (CH 62-621 FAC) TO BE OBTAINED BY THE CONTRACTOR
- THERE ARE NO WETLANDS IN THE PROJECT LIMITS

3. MAINTENANCE:

MAINTENANCE OF PERMANENT AND TEMPORARY FEATURES SHALL BE DONE IN ACCORDANCE WITH THE ESCAMBIA COUNTY GENERAL PAVING & DRAINAGE TECHNICAL SPECIFICATIONS.

THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

4. INSPECTION:

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INSPECTIONS OF EROSION CONTROL FEATURES. QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.25 INCHES OR GREATER. WHERE SITES HAVE BEEN FINALLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH.
-POINTS OF DISCHARGE FROM THE PROJECT SITE
-DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED
-AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION
-STRUCTURAL CONTROLS
-SEDIMENT BASINS
-LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE

5. NON-STORMWATER ACTIVITIES:

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS AND IDENTIFYING ALL ANTICIPATED NON-STORMWATER DISCHARGES.

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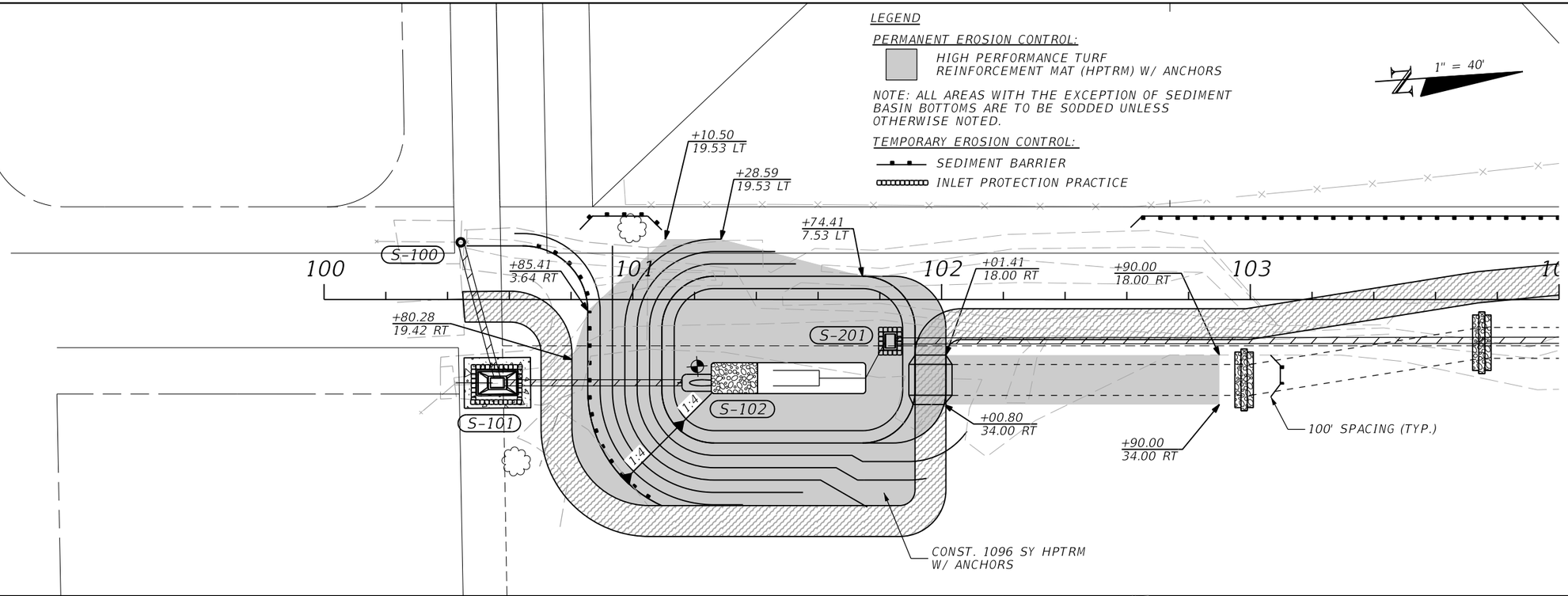
ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

STORM WATER POLLUTION PREVENTION PLAN

SHEET NO. 28



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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

EROSION AND SEDIMENT CONTROL PLAN (1)

SHEET NO. 29

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LEGEND

PERMANENT EROSION CONTROL:

HIGH PERFORMANCE TURF REINFORCEMENT MAT (HPTRM) W/ ANCHORS

NOTE: ALL AREAS WITH THE EXCEPTION OF SEDIMENT BASIN BOTTOMS ARE TO BE SODDED UNLESS OTHERWISE NOTED.

TEMPORARY EROSION CONTROL:

SEDIMENT BARRIER

INLET PROTECTION PRACTICE

1" = 40'

110 111 112 113 114

201

202

S-303

100' SPACING (TYP.)

S-304

S-305

S-306

S-401

S-402

1:4

1:4

+41.09
87.16 RT

+43.17
131.12 RT

+11.38
127.90 RT

+71.60
117.04 RT

+01.95
111.60 RT

+16.21
106.92 RT

CONST. 2596 SY HPTRM W/ ANCHORS

+83.63
22.17 LT

+37.32
35.43 RT

+37.33
44.36 RT

+89.33
77.90 RT

CONST. 280 SY HPTRM

15 116 117

50' SPACING (TYP.)

LEGEND

SEDIMENT BARRIER

INLET PROTECTION PRACTICE

1" = 40'

REVISIONS	
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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

EROSION AND SEDIMENT CONTROL PLAN (2)

SHEET NO.
30

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PROJECT SPECIFICATIONS

Motley Court Gully Improvements
Escambia County, Florida

BID PACKAGE DOCUMENTS

PREPARED FOR
ESCAMBIA COUNTY ENGINEERING DIVISION

Prepared By:

HDR

January 2019

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I. ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, EFFECTIVE 2/1/2015, REVISED 5/17/2017

NOTES:

1. **Where Escambia County Technical Specifications do not cover work to be performed, FDOT Standard Specifications for Road and Bridge Construction shall apply.**

APPENDICES

Appendix A: NWFWMD ERP Permit
Appendix B: Property Rights/Easements (Processing)
Appendix C: Geotechnical Information
Appendix D: Armormax 75 HPTRM - Project-specific Details
Appendix E: NRCS-EWP Grant Requirements

I. ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, EFFECTIVE 2/1/2015, REVISED 5/17/2017

PUBLIC WORKS DEPARTMENT
Engineering Division

Escambia County
Technical Specifications

GENERAL EXCEPTIONS*: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

Work shall comply with requirements of FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, as modified herein.

**Note: The General Exception above does not apply when utilizing Federal Highway Administration (FHWA) funding.*

County Engineer
Joy D. Blackmon, P.E.

Effective Date: February 01, 2015
Revised : May 17, 2017

INDEX TO ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS

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01000	DEFINITIONS
01300	SUBMITTALS
02230	CLEARING & GRUBBING
02300	EARTHWORK
02320	UNDERDRAIN AND EXFILTRATION TRENCH
02340	RIPRAP
02400	GRADED AGGREGATE BASE
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02440	SUPERPAVE ASPHALT BASE
02460	SAND CLAY BASE
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02510	ASPHALT RUBBER MEMBRANE INTERLAYER (ARMI)
02580	HOT IN-PLACE RECLAIMED ASPHALT AND RESURFACING
02600	STORMWATER SYSTEM
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03300	PORTLAND CEMENT CONCRETE
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04000	TRAFFIC CONTROL SIGNS
04020	POST MOUNTED STREET NAME SIGNS
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04040	PAVEMENT MARKINGS
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04090	CONSTRUCTION OF TRAFFIC SIGNALS
REV	REVISIONS
LAP DIV 1	LAP DIVISION 1 SPECIFICATIONS (FHWA/FDOT PROJECTS ONLY

SECTION 01000 – DEFINITIONS

PART 1 - GENERAL

The following terms, when used in the Contract Documents, have the meaning described

Advertisement
The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

Bidder
An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge
A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day
Every day shown on the calendar, ending and beginning at midnight.

Contract
The term “Contract” means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the County and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

Contract Documents
The term “Contract Documents” includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, plans (including revisions thereto issued during construction), Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Contract Bond
The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Letting
The date that the County opened the bid proposals.

Contract Time
The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor
The individual, firm, joint venture, or company contracting with the County to perform the work.

Contractor's Engineer of Record
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer. The Contractor's Engineer of Record must be an employee of a pre-qualified firm. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a prequalified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Controlling Work Items
The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

County
Escambia County Public Works Department

Culverts
Any structure not classified as a bridge that provides an opening under the roadway.

Delay
Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department
Escambia County.

Developmental Specification See definition for Specifications.

Engineer
The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be County in-house staff or a consultant retained by the County

Engineer of Record
The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be County in-house staff or a consultant retained by the County.

The Contractor shall not employ the Engineer of Record as the Contractor’s Engineer of Record or as a Specialty Engineer.

Equipment
The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work
Any “work” which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a “delay”.

Highway, Street, or Road
A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays
Days designated by the Board of County Commissioners as holidays, which include, but are not limited to, New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day.

Inspector
An authorized representative of the County, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory
The testing laboratory used by the Contractor.

Major Item of Work

Any item of work having an original Contract value in excess of 5% of the original Contract amount.

Materials
Any substances to be incorporated in the work under the Contract.

Median
The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans
The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Proposal (Bid, Bid Proposal)
The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form
The official form or the expedite program generated bid item sheets on which the County requires formal bids to be prepared and submitted for the work.

Proposal Guaranty
The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the County accepts the proposal.

Right-of-Way
The land that the County has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the County.

Roadbed
The portion of the roadway occupied by the subgrade and shoulders.

Roadway
The portion of a highway within the limits of construction.

Section
A numbered prime division of these Specifications.

Special Provisions
See definition for Specifications.

Specialty Engineer
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to pot bearing designs, nonstandard expansion joints, MSE wall designs and

other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

Registration as a Professional Engineer in the State of Florida.
The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

Specifications
The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

Standard Specifications: “Standard Specifications for Road and Bridge Construction” a bound book, applicable to all FDOT Contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

Supplemental Specifications: Approved additions and revisions to the Standard Specifications, applicable to all Department Contracts.

Special Provisions: Specific clauses adopted by the Department that add to or revise the Standard Specifications or supplemental specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

Technical Special Provisions: Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

Developmental Specification: A specification developed around a new process, procedure, or material.

Standard Specifications
See definition for Specifications.

State
State of Florida.

Subarticle
A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade
The portion of the roadbed immediately below the base course or pavement, including

below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure
All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent
The Contractor's authorized representative in responsible charge of the work.

Superstructure
The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Agreement
A written agreement between the Contractor and theCounty, and signed by the surety, modifying the Contract within the limitations set forth in these Specifications.

Supplemental Specifications See definition for Specifications.

Surety
The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions See definition for Specifications.

Traveled Way
The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unilateral Payment
A payment of money made to the Contractor by the Department pursuant to Section 337.11(12), Florida Statutes (2009), for sums the Department determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Department for payment of any additional sums the Contractor claims are due for the work.

Work
All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Work Order
A written agreement between the Contractor and the County modifying the Contract within the limitations set forth in these Specifications. Funds for this agreement are drawn against the Initial Contingency Pay Item or a Contingency Supplemental Agreement.

Working Day
Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

END OF SECTION 01000

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and General and Supplemental Provisions of the Contract, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including, but not limited to the following:

1. Submittal Procedures
2. Contractor's Construction Schedule
3. Daily Construction Reports
4. Shop Drawings
5. Product Data
6. Samples
7. Quality Assurance Submittals
8. Licenses
9. Pictures, Video of Pre-Construction Conditions

B. Administrative Submittals: Refer to other Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for Payment
3. Performance and Payment Bonds
4. Insurance Certificates
5. List of Subcontractors
6. Licenses

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, inspections, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need

to review submittals concurrently for coordination. The County reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay construction as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals. Allow 2 weeks for initial review. Allow additional time if the County must delay processing to permit coordination with subsequent submittals.

    a. If an intermediate submittal is necessary, process the same as the initial submittal.
    b. Allow 2 weeks for reprocessing each submittal.
    c. No extension of Contract Time will be authorized because of failure to transmit submittals to the County sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

    a. Project Name.
    b. Date.
    c. Name and Address of the Engineer.
    d. Name and Address of the Contractor.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Four copies of each submittal (three hard copy and one digital) shall be transmitted. Transmit each submittal from the Contractor to the County, (copy Engineer) using a transmittal form. The County will not accept submittals received from sources other than the Contractor. Submittals must be approved by Contractor prior to review by County. On the transmittal, record relevant information and requests for data. On the form or on a separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that the information complies with Contract Document requirements on each submittal.

1.4 CONSTRUCTION SCHEDULE/DOCUMENTATION

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days of the issuance of the Notice to Proceed. The contractor shall submit an updated schedule at least once per month, showing any schedule changes. This may be requested up to three times per month by the County. Include dates of shop drawing submittals.

B. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.

C. Pre-Construction Site Conditions Photos/Video: Contractor shall submit a DVD of photos and video of the site conditions prior to the performance of any work.

D. Licenses: All required licenses to perform work shall be submitted prior to the commencement of construction.

1.5 DAILY CONSTRUCTION REPORTS

Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the County at weekly intervals including, but not limited to:

1. Work performed.
2. Approximate count of personnel at the site.
3. Count and type of major equipment at the site.
4. High and low temperatures, general weather conditions, including daily rainfall amount from gauge installed on site jointly recorded by contractor and county representative.
5. Accidents and unusual events.
6. Meetings and significant decisions.
7. Stoppages, delays, shortages, and losses.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Material Expenditures.

1.6 SHOP DRAWINGS

A. Submit shop drawings for structures unless FDOT approved structures are used.

B. Shop Drawings – Including, but not limited to the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.

1.7 PRODUCT DATA

Product Data - Include the following information:

1. Manufacturer's printed recommendations.
2. Compliance with trade association standards.
3. Compliance with recognized testing agency standards.
4. Application of testing agency labels and seals.

1.8 SAMPLES

Submit samples as specified in the technical specifications.

1.9 QUALITY CONTROL (QC) / QUALITY ASSURANCE (QA) SUBMITTALS

A. Submit the QC Plan to the County for approval within 21 calendar days after the Notice to Proceed. The County will review the QC Plan and respond to the Contractor within 21 calendar days of receipt.

If at any time the Contractor is not in compliance with the approved QC Plan, or a part thereof, affected portions of the plan will be disapproved. The contractor shall cease work in the affected operation(s) and submit a revision to the County. If the QC Plan, or a part thereof, must be revised, submit the revision to the County. The County will review the revision and respond within seven calendar days of receipt.

Continue to work on operations that are still in compliance with the approved sections of the QC Plan.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit to the County a certification from the manufacturer certifying compliance with specified requirements.

C. Inspection and Test Reports: Requirements for specific testing are included in the technical specifications.

1. Submit to the County: Two (2) copies (one hard copy and one digital) of the inspection and test reports from a qualified, independent, geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida.

2. All testing required by the specifications or the County shall be at the contractors expense.

3. No additional work within/upon the tested area shall proceed until submitted test results confirm compliance with specification requirements.

4. Areas where submitted test results indicate non-compliance shall be removed, replaced, and retested. Extents of area out of compliance shall be determined by testing at 25’ increments, in each direction within the construction area, until passing results are achieved.

5. Variations from testing requirements and frequency of testing may be authorized by the County and will be documented in writing.

1.10 ENGINEER'S ACTION

Except for submittals for the record or information, where action and return is required, the County will review each submittal, mark to indicate action taken, return to contractor within the timeframe allotted herein. Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 02230 - CLEARING & GRUBBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions shall apply to this Section.

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Section 110, Latest Edition.*

C. Emerald Coast Utility Authority (ECUA) *Engineering Manual*, *Latest Edition.*

1.2 SUMMARY

A. This Section includes, but is not limited to, the following:

1. Protection of existing trees indicated to remain.
2. Removal of trees and other vegetation.
3. Clearing and grubbing.
4. Removing above-grade improvements.
5. Removing below-grade improvements.

B. Extent of clearing & grubbing shall remain in County right-of-way, easements (temporary or permanent), or approved written work agreement areas, unless otherwise noted or instructed.

1.3 PROJECT CONDITIONS

Provide protection for all public land corners and monuments within the limits of construction. Any Monuments disturbed while performing the work will be replaced at the contractor's expense.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.

Carefully and cleanly cut minor roots and branches of trees indicated to

remain in a manner where such roots and branches obstruct installation of new construction.

B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to remain.

1. Completely remove all stumps within the roadway. Remove roots and other debris to a depth of 12” below the ground surface or finished grade, whichever is lower.

2. Use only hand methods for grubbing inside drip line of trees Indicated to remain.

3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated in accordance with Section 2300.

C. Removal of Improvements: Remove existing above grade and below grade improvements as indicated and as necessary to facilitate new construction, and other work as indicated.

3.2 DISPOSAL OF WASTE MATERIALS

A. Burning: Burning is not permitted on County property. Requests to burn will be considered on a case by case basis. If approved, Contractor is to acquire permits and provide copies to the County.

B. Removal from County Property: Remove waste materials and unsuitable or excess topsoil from County property, and dispose of off site in a legal manner.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Lump Sum Payment: When direct payment is provided in the Contract for the quantity to be paid for as the lump sum quantity cleared and grubbed, no additional measurements will be made.

B. Payment By The Acre/Square Yard: For areas of Clearing and Grubbing that are designated to be paid for separately by the acre or square yard, the quantity to be paid for will be determined by measurement of the areas shown on the plans or authorized by the County to be cleared and grubbed, and acceptably completed.

4.2 BASIS OF PAYMENT

A. General: Price and payment will be full compensation for all Clearing and Grubbing required for the roadway right-of-way and for lateral ditches, channel changes, or other outfall areas, and any other Clearing and Grubbing indicated, or required for the construction of the entire project, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the contract. Price and payment, either lump sum or by the acre/square yard will be full compensation for all the work specified in this Section, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein.

B. Lump Sum Payment: Payment shall be made at the lump sum contract price for Clearing and Grubbing, lump sum.

C. Payment: Payment shall be made at the per unit contract price for Clearing and Grubbing, per acre or square yard.

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Latest Edition*.

1.2 SUMMARY

A. This Section includes preparing and grading for pavement, curb, subgrades, drainage features, and general site work.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Section 2230 "Clearing & Grubbing" for clearing, grubbing, and tree protection.

2. Section 2600 “Stormwater System” for installation of stormwater systems.

1.3 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, base, drainage fill, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from on-site excavations.

D. Subbase Course: The layer placed between the subgrade and base course in a paving system.

E. Base Course: The layer placed immediately beneath the surface pavement in a paving system.

F. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the County. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

H. Utilities include on-site above ground utilities, overhead utilities and underground utilities including: pipes, conduits, ducts, and cables, as well as related appurtenances and underground services within building lines.

I. Unsuitable Material: Any material such as muck, wood, rock, peat, garbage, non-compactable soils in dry condition, and any other material that is considered by the County Engineer to be unsuitable.

J. Topsoil: Topsoil is defined as the surface layer of soil found normally to a depth of at least 4 to 8 inches that typically contains organic materials. Satisfactory topsoil is reasonably free of roots, clay lumps, stones, other objects over 2 inches in diameter, and any other objectionable or deleterious material.

1.4 SUBMITTALS

A. General: Submit the following in accordance with Section 1300, "Submittals."

B. Product Data and Samples of the following:

1. 1-lb representative samples of each proposed fill and backfill soil material from borrow sources as selected by the County.

2. 12-by-12-inch sample of filter fabric.

3. Representative samples of the proposed base and sub-base materials.

C. Test Reports: In addition to test reports required under field quality control, submit the original directly to the County from the testing services, with a copy to the Contractor:

1. Laboratory analysis as specified in 1.1 (Related Documents) of each soil material proposed for fill and backfill from borrow sources.

2. One optimum moisture-maximum density curve for each soil material.

3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY CONTROL / QUALITY ASSURANCE

A. Codes and Standards: Perform earthwork complying with all requirements of authorities having jurisdiction.

B. Testing and Inspection Service: A qualified independent geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida to classify, perform soil tests, and provide inspection services for quality control. All proposed borrow soils will require the testing agency to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor shall replace materials removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall reimburse for additional and re-testing.

1.6 PROJECT CONDITIONS

A. Site Information: Data in the subsurface investigation Report, if available, is used for the basis of the design and is available to the contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The County will not be responsible for interpretations or conclusions drawn from this data by the Contractor.

B. Existing Utilities: After location of utilities by the appropriate utility company, it is the Contractor's responsibility to protect all such utility lines, including service lines and appurtenances, and to replace at his own expense any that may be damaged by the Contractor's equipment or forces during construction of the Project.

1. Provide a minimum of 48-hours notice to the County and receive written notice to proceed before interrupting any utility.

2. The contractor is responsible for contacting all utility companies to verify locations of all existing utilities, utility-related obstructions, or utility relocations that he may encounter during construction.

3. Adequate provision shall be made for the flow of existing sewers, drains, and water courses encountered during construction, and structures which may be disturbed shall be satisfactorily restored by the Contractor at his expense.

C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during the course of the work, consult the County immediately for directions. Cooperate with the County and utility companies in keeping respective services and facilities in operation.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Soils used as fill shall be clean sands, similar to existing site soil, with less than 5% passing the number 200 sieve when existing subgrade conditions are considered wet as per the County. Soils as described above with less than 15% passing the number 200 sieve and meeting the requirements of Section 902-6 of the FDOT Specifications may be used when existing subgrade conditions are considered dry as per the County. The sand shall have a maximum dry density of at least 100 pounds per cubic foot, according to the Standard Proctor compaction test, AASHTO T-99, ASTM D698. Provide approved borrow soil materials from off-site when sufficient satisfactory soil materials are not available from on-site excavations.

If the Contractor elects to import any materials, then he will do so only with the approval of the County and at his own expense, unless separate payments for such items are called for in these specifications. Provide laboratory certification that soils meet requirements of specifications.

B. Sub-Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or sand. The material shall be stabilized in accordance with FDOT Standard Specification Section 160-5.4. ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve, and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 DEWATERING

A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on sub-grades in work areas, and from flooding project site and surrounding area.

B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

C. The Contractor shall prevent the accumulation of water in excavated areas, and shall remove, by pumping or other means, any water that accumulates in the excavation. The Contractor shall prevent the accumulation of water in both structural and trench excavations and shall remove, by well point system or by other means, water which accumulates. The Contractor shall provide, install and operate a suitable and satisfactory dewatering system, when needed to dry sub-grades or other work areas. The Contractor shall comply with the latest testing requirements as set forth by the applicable regulatory agency. At a minimum, the contractor shall test once prior to dewatering, once within

the first week of dewatering, and once every thirty (30) days while dewatering.

D. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collection or runoff areas. Do not use trench excavations as temporary drainage ditches. Discharged water shall be clean, not silt or sediment laden, prior to discharge to untreated system and/or waters of the State.

3.2 EXCAVATION

A. Explosives: Not permitted.

B. Strip topsoil and significant root systems to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root systems.

3.3 STABILITY OF EXCAVATIONS

A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

B. All excavation work shall conform to all applicable OSHA Publications, Latest Editions. The Contractor's method of providing protective support to prevent cave-ins shall conform to OSHA requirements. Slope excavations, shoring, and trench box usage in the field must be based on tabulated data and designed by the Contractor. The contractor is solely responsible for job site safety and shall not be compensated for required safety equipment/devices.

3.4 EXCAVATION FOR STRUCTURES

Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, maintaining a safe slope, installing services and other construction, and for inspections.

A. Footings and Foundations: Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Pile Foundations: After piles have been installed, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.

C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Appurtenances: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades. Consider Dewatering and other sections as applicable.

3.6 EXCAVATION FOR STORMWATER SYSTEMS

Excavate and compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of Section 2600. Consider Dewatering and other sections as applicable.

3.7 STORAGE OF SOIL MATERIALS

Stockpile excavated materials acceptable for backfill, fill soil, and topsoil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Stockpiles shall be placed, graded, and shaped to drain surface water and prevent erosion. Cover to prevent wind-blown dust and/or erosion. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Backfill excavations promptly, but not before completing the following:

1. Acceptance of construction below finish grade including, where applicable, filter fabric installation and gravel bedding.

2. Surveying locations of underground utilities for record documents.

3. Testing, inspecting, and approval of underground utilities.

4. Removal of trash and debris from excavation.

5. Removal of temporary shoring, bracing, and sheeting unless specified to remain.

B. No backfill material shall be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, backfill operations shall not be resumed until the moisture content of the fill is as previously specified to achieve proper compaction.

3.9 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface. In order to insure proper bond and prevent slipping between the original ground and fill, the surface of the original ground shall be scarified to a depth of at least three inches. Each layer of fill material shall be compacted until the required density is achieved, and the density achieved should be verified in accordance with specifications using in-place density testing.

B. When subgrade or existing ground surface is to receive fill and has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture condition or aerate soil and re-compact to required density.

C. Place fill material in layers to required elevations for each location listed below.

1. Under grass, subbase or base material, use satisfactory excavated or borrow soil material.

2. Under walks and pavements, curbs, steps, ramps, building slabs, footings and foundations use subbase and/or base material.

3.10 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

B. Do not place backfill or fill material on surfaces that contain excessive moisture.

C. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density. Stockpile or spread and dry removed wet satisfactory soil material.

3.11 COMPACTION

A. Place backfill and fill materials in layers or lifts not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.

C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM Modified Proctor):

1. Under structures, building slabs, steps, and pavements, compact each layer of backfill or fill material at a minimum of 98% Modified Proctor of the material's maximum dry density.

2. Under lawn or unpaved areas, compact each layer of backfill or fill material at 95% Modified Proctor maximum dry density.

3.12 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between existing adjacent grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.10 foot.

2. Walks: Plus or minus 0.10 foot.

3. Pavements: Plus or minus ½ inch.

3.13 STABILIZED SUBGRADE

A. For stabilized subgrade the type of materials, commercial or local, is at the Contractor's option and no separate payment for stabilizing materials will be made (other than as may be paid for as borrow).

B. When stabilizing is designated as Type B, compliance with the bearing value requirements will be determined by the Limerock Bearing Ratio Method. Minimum LBR shall be 40.

C. It is the Contractor's responsibility that the finished roadbed section meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, full payment will be made for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing

materials from other sources, within the limits of the stabilizing.

D. After the roadbed grading operations have been substantially completed, the Contractor shall make his own determination as to the quantity (if any) of stabilizing material, of the type selected by him, necessary for compliance with the bearing value requirements. The contractor shall notify the Engineer of the approximate quantity to be added, and the spreading and mixing-in of such quantity of materials shall meet the approval of the County as to uniformity and effectiveness.

3.14 FIELD QUALITY CONTROL

A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), ASTM D 293 (drive cylinder method), or ASTM D 2922 (nuclear method), as applicable.

a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the speedy moisture meter according to ASTM D 3017.

b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and speedy moisture meter at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.

2. Paved Areas: Make at least one field density test of subgrade, base, and each compacted fill layer for every 300 linear feet of roadway or equivalent area, but in no case less than two tests. Tests shall be staggered to ensure representative sampling.

3. Unpaved Areas: Make at least one field density test of each compacted fill layer or subgrade for every 1000 square yards of area, but in no case less than two tests.

4. Other tests may be required at County’s discretion.

B. If, in the opinion of the County, based on testing service reports and

inspection or the Engineer's observations, subgrades, fills, or backfills are below specified density, scarify and moisten or aerate as needed, or remove and replace soil to the depth required, re-compact, and re-test until required density is obtained at no additional expense.

3.15 REPAIR & CORRECTIONS

A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the Engineer; reshape and re-compact at optimum moisture content to the required density.

B. Settling: Where settling occurs, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

C. When traffic must cross open trenches, the contractor shall provide suitable bridge of graded aggregate base or temporary asphalt paving as directed by County at no additional expense. (See Section 4060 for additional requirements.)

D. Erosion Control: The Contractor shall be responsible for the prevention of erosion from the site and for maintaining filled and graded surfaces for the duration of the project. This includes, but is not limited to, the erection of a silt fence and hay bale barricade as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual and/or as shown in the construction plans. The Contractor shall take whatever steps necessary to prevent erosion and sedimentation, and will be responsible for any damages which might occur to down-land properties as a result of run-off from the site during sitework construction at no additional cost. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Surplus excavated material becomes the property of the Contractor unless otherwise noted. Waste materials, including unsatisfactory soils, trash and debris shall be removed and legally disposed of, off the Owner's property.

3.17 CLEAN-UP AND FINAL INSPECTION

Before final inspection and acceptance the Contractor shall clean ditches, shape

shoulders and restore all disturbed areas, including street crossings, grass plots, re-grassing if necessary, to as good a condition as existed before work started.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Excavation: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated by the method of average end areas according to the survey and plans. If actual quantities vary in field, contractor shall communicate with Engineer and/or County to request additional payment. The measurement will include the net volume of material between the original ground surface and the surface of completed earthwork according to the survey and plans. If actual quantities vary in field, contractor shall communicate with the County to request additional payment. Excavation for swales and channels will be included in the total quantity for Excavation. Subsoil Excavation will be measured to the lines and grades indicated on the plans or as approved by the County. Backfill material shall either include normal excavation material from within project limits or borrow material supplied by the Contractor.

B. Embankment: Quantities for Embankment will be calculated by the method of average end or square yard areas, and will include material placed above the original ground line, within the lines and grades indicated on the plans or as directed by the County.

C. Calcium Chloride for Dust Control: The quantity to be paid for will be the weight, in tons, of calcium chloride authorized and acceptably spread on the road, within the limits specified by the County. The quantity will be determined from scales, certified freight bills, or other sources, the accuracy of which can be authenticated.

4.2 BASIS OF PAYMENT

A. General: Prices and payments for the various work items included in this section will be full compensation for all work described herein, including excavating, dewatering, dredging, hauling, placing, and compacting. Separate pay items will be provided for all devices required to maintain control of erosion according to plans and NPDES permit. Additional devices shall be no additional cost.

B. Excavation: Unit prices will be established for required cubic yard volumes of Regular Excavation, Subsoil Excavation, and Borrow Excavation as necessary. When subsoil excavation is required to a depth greater than plans and specifications require, and additional excavation is not due to unsuitable, a change order will be required to establish a new quantity utilizing the current unit price.

C. Embankment: Payment shall be made at the unit contract price for Embankment, cubic yard or square yard, in place, according to plans.

D. Calcium Chloride for Dust Control: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintenance of the treated area and all water furnished and applied to the area.

E. Dewatering: The contractor shall include the cost of dewatering in the unit price bid for the stormwater pipe if there is not a specific line item used in the contract.

END OF SECTION 02300

SECTION 02320 - UNDERDRAIN AND EXFILTRATION TRENCH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 440, and Design Standards, Latest Edition*.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing pipe for underdrain and exfiltration trenches, the type and size shown on the plans or in the proposal in accordance with the requirements of these specifications, and installing such pipe at the locations shown on the plans or designed by the County in substantial conformity with the established lines, trench widths, filter media, and grades. The work shall include furnishing and construction of such joints and connections to other pipes as may be required to complete the work, as shown on the plans or directed, together with the specified trench, filter media, and filter fabric materials. Filter media may be sand, gravel, gravel pack, and/or a combination thereof.

PART 2 - PRODUCTS

A. Underdrain Pipe: Underdrain pipe shall conform to the requirements of Florida Department of Transportation Standard Specification 948-2, Latest Edition. The perforations shall meet the requirements for perforations as specified in AASHTO M294. Pipe shall be perforated polyethylene ADS N-12 or approved equal.

B. Filter Aggregate shall be clean, washed gravel free of organic material and fines with minimum 33% percent voids. Aggregate shall be at least FDOT stone or equivalent.

C. Filter Fabric shall be Terratex EP (Woven) or approved equal meeting the requirements of FDOT Specification Section 985.

D. Filter sand shall be clean sand, free of organic materials and fines, with an effective grains size of 0.20 to 0.55 mm, uniformity coefficient of 1.5 to 4.0, a K value (recommended design permeability) not to exceed 2.5 ft/hr, and the contractor shall provide a grain-size analysis to the County for the project.

PART 3 - EXECUTION

3.1 STANDARD INSTALLATION:

A. Trenches shall be excavated to the dimensions shown on the plans or as directed. A bedding layer of filter aggregate or filter sand of the size shown on the plans shall be placed in the bottom of the filter fabric lined trench for its full width and length and compacted as directed.

B. Subdrainage pipe of the type and size specified shall be embedded firmly in the bedding material. All pipe sections shall be securely joined with the appropriate coupling fittings or bands as per manufacturer's specifications.

C. After the pipe installation has been inspected and approved, the specified filter aggregate, gravel pack, and/or filter sand shall be placed as shown on the drawings and filter fabric wrapped around the filter media with a minimum overlap (as required) on top. Install wire mesh at opening/outfall. Care shall be taken not to displace the pipe.

D. The Contractor shall take every precaution to prevent the entrance of soil and sediments into the filter bed during construction, which would sacrifice the integrity of the filter fabric and aggregate installed. Stormwater runoff and sedimentation controls to be provided so as to protect the underdrain or exfiltration trench system.

E. Installation of the corrugated polyethylene pipe shall be in accordance with the ASTM D-2321 Latest Revision.

F. Gravel packs shall be installed around the filter-drain underdrain pipe an average thickness of at least six inches from the underdrain pipe for all underdrain systems located within pond bottoms and pond banks. The minimum separation between the gravel pack and the top of the filter bed shall be two feet. A permeable filter fabric shall be wrapped around the gravel pack.

G. Cleanouts or inspection boxes shall be installed, at minimum, every 400 feet or as specified by plan, at every directional change or bend, and at the beginning (upstream) and at the terminus (downstream) of the underdrain pipes or exfiltration trench systems.

H. Cleanouts shall have vertical portions non-perforated, include water-tight caps, and shall incorporate fittings (wye fittings or elbow bends) that have an angle no less than 45 degrees.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the length, in feet, of underdrain, which include trench filter fabric, measured in place, along the centerline and gradient of the underdrain, completed and accepted. The quantities to be paid for will be the length, in feet, of outlet pipe measured in place, along the centerline and gradient of the outlet pipe, completed and accepted. The quantity of underdrain inspection boxes and cleanouts to be paid for will be the number completed and accepted. When payment for gravel or sand filter media is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated based upon the length, width, and depth of the underdrain or exfiltration trench dimensions, minus the pipe volume, as shown on the plans, unless the filter media is specified as a bid item included in the costs of the underdrain or exfiltration system.

4.2 BASIS OF PAYMENT

Prices and payment for this item shall include all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications. Materials covered under this pay item include but are not limited to: pipe including fittings, filter fabric, filter media, filter sand, filter aggregate, cleanout structures and inspections boxes. Payment shall be made for the underdrain or exfiltration pipe based upon the length of pipe. Unit prices will be established for the number of cleanouts structures and inspection boxes, unless otherwise specified as a bid item included in the under underdrain or exfiltration trench system. Unit prices will also be established for required cubic yard volume of gravel or sand filter media based upon the length, width, and depth of the underdrain or exfiltration trench, minus the pipe volume, as shown on the plans, unless otherwise specified as a lump sum bid item included in the costs of the underdrain or exfiltration trench system. No additional payment will be made for filter media overages larger than the specified plan volume. No additional payment will be made for excavation of the trench or lining the trench with filter fabric. No additional payment will be made for underdrain pipe with a sock filter fabric.

END OF SECTION 02320

SECTION 02340 - RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 530*, and *Design Standards 281*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing and constructing the Riprap which shall consist of a protective course of stone or other approved materials on embankment slopes, in channels, or other work as shown on the plans or directed, with or without a Filter Blanket, all in accordance with these Specifications and in conformity with the lines and grades noted in the plan details.

PART 2 - PRODUCTS

2.1 MATERIALS

Rubble\Stone Riprap shall comply with Florida Department of Transportation *Standard Specification 530-2.2*

A. Banks and shore protection shall comply with Florida Department of Transportation *Standard Specification 530-2.2.1*.

B. Ditch lining shall comply with Florida Department of Transportation *Standard Specification 530-2.2.2*.

C. Broken stone and broken concrete shall comply with Florida Department of Transportation *Standard Specification 530-2.2.3*.

D. Geotextile fabric shall comply with Florida Department of Transportation *Standard Specification 514* and Florida Department of Transportation *Design Standards 104* according to its application.

E. Bedding stone shall comply with Florida Department of Transportation *Standard Specification 530-2.3*.

F. Sand/Cement Riprap: Materials and placement shall comply with Florida Department of Transportation *Standard Specification 530-2.1*.

PART 3 - EXECUTION

3.1 EXECUTION

A. Construction Requirements:

General: All slopes to be treated with riprap shall be trimmed to the lines and grades indicated by the plans or directed, such that the plan grades are the top of the placed riprap, unless otherwise noted. Loose material shall be compacted by methods approved by the Engineer or removed.

Slopes which require a filter blanket under the riprap shall, in addition to the above, be prepared as noted below.

1. Placement of any riprap on a filter blanket shall be by such means that will not damage or destroy the blanket. Any damage to the blanket shall be repaired without additional compensation.

2. Unless directed otherwise by the Engineer or shown by plan details, all outer edges and the top of riprap where the riprap terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the ground and/or slope.

3. All riprap construction shall begin at the bottom of the slope and progress upward.

4. Filter Blanket: Unless otherwise specified by the plans or ordered in writing, a fabric blanket will not be allowed for soils with 85% by weight passing the No. 200 sieve (U.S. Std.)

5. The bedding stone shall be constructed in accordance with Florida Department of Transportation Specification 530-3.3.

6. Foundation Preparation: Areas on which filter fabrics are to be placed shall be uniformly trimmed and dressed to conform to cross-sections shown by the plans.

B. Plastic Filter Fabric (Geotextile):

Plastic filter fabric shall be placed in the manner and at the locations shown in the plans or as directed by the Engineer. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacturer, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or shoreline unless otherwise directed by the Engineer, and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum

width of 24 inches of overlap for each joint with the upstream strip of fabric overlapping the downstream strip. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth as recommended by the manufacturer, but no greater than the following intervals along a line through the midpoint of the overlap.

Pin Spacing	Slope
2 ft.	Steeper than 3:1
3 ft.	3:1 to 4:1
5 ft.	Flatter than 4:1

The fabric shall be turned down and buried two feet at all exterior limits except where a stone-filled key is provided below natural ground.

Additional pins regardless of location shall be installed as necessary to prevent any slippage of the filter fabric. Overlaps in the fabric shall be placed so that any upstream strip of fabric will overlap the downstream strip. Should the Engineer direct that the fabric be placed with the long dimension perpendicular to the centerline of the channel or shoreline, the lower strip of fabric shall underlap the next higher strip. Each securing pin shall be pushed through the fabric until the washer bears against the fabric and secures it firmly to the foundation. The fabric shall be protected at all times during construction from contamination by surface runoff and any fabric so contaminated shall be removed and replaced with uncontaminated fabric. Any damage to the fabric during its installation or during placement of riprap shall be replaced by the Contractor. The work shall be scheduled so that the manufacturer's recommendation for UV exposure is not exceeded or 5 days does not expire between placement of the fabric and the covering of the fabric with riprap, whichever is less.

3.2 STONE AND CONCRETE RUBBLE RIPRAP

General: Unless otherwise shown by plan details or directed, stone or concrete shall not be placed on slopes steeper than the natural angle of repose of the riprap material.

Placement of stone or concrete may, unless otherwise noted hereinafter, be placed by methods and equipment suitable for the purpose of placing the riprap in accordance with the requirements for the class riprap involved without damaging any existing facility or construction material.

The stone or concrete shall be placed in such a manner as to produce a reasonably well graded mass of rock with the minimum practical percentage of voids. Stone or concrete shall be laid with close broken joints and resting on the embankment slope. The top of the riprap shall be constructed to the lines, grades and thickness shown by the plans or as directed. Riprap shall be placed

to its full course thickness in one operation and in such a manner as to avoid displacing or damaging the filter blanket material. The larger stone or concrete shall be well distributed and the entire mass of stone or concrete, in their final position, shall conform to a reasonable uniform gradation. The finished riprap shall be free from objectionable pockets of small stone or concrete and clusters of larger stone or concrete. Open joints shall be filled with spalls, or small stone or concrete in such manner that all stone or concrete are tightly wedged or keyed. Placing riprap by dumping into chutes or by other methods likely to cause segregation of sizes will not be permitted. The desired distribution of the various sizes of stone or concrete throughout the mass shall be obtained by selective loading of the material at the source, by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. The individual pieces of stone or concrete in each horizontal course shall be laid so that they will not break away from embankment. Rearranging of individual stone or concrete by mechanical equipment, or by hand, will be required to the extent necessary to obtain a reasonably well graded distribution of stone or concrete as specified above.

3.3 SAND/CEMENT RIPRAP

A. Placing: Immediately following mixing, the mixture shall be placed in the bags, tied (so that when laid in position, they will flatten out and give a thickness of not less than six inches) and placed flat on the area designed. Use only one type of bag per structure. Bags shall be layered and wedged against each other to form closed joints, with tied ends of sacks all laid in the same direction. Sacks ripped or torn in placing shall be removed and replaced with sound, unbroken sacks. When required to be placed under water, special care shall be taken to see that bags are closely jointed to give the same tight joints as required on dry slopes. After the riprap is placed, it shall be sprinkled with water as directed and kept damp for not less than three days. No sand/cement riprap shall be mixed in freezing weather.

B. Grouting: Immediately after watering, all openings between sacks shall be filled with dry grout composed of one part Portland cement and five parts sand.

C. Pinned/Staked Bags: Bags shall be pinned/staked when called for on drawings.

3.4 CLEAN UP

Before final inspection and acceptance, the Contractor shall remove all excess material from site and restore all disturbed areas to as good a condition as existed before work started.

3.5 MAINTENANCE

The Contractor shall maintain all riprap until the contract work is accepted, and shall replace, without additional compensation, any damaged or missing riprap.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Sand-Cement: The quantity to be paid for will be the volume, in cubic yards, of sand actually used in the sand cement mixture and grout, satisfactorily placed and accepted. If sand is proportioned by volume, the sand will be measured loose in an approved measure prior to mixing with cement. If sand cement is proportioned by weight, approved scales will be used for this purpose and the volume will be calculated using a standard conversion factor for sand of 85lbs. /cubic feet. No adjustment of batch weights to allow for varying moisture content of the sand will be made.

B. Stone/Concrete Rubble and Bedding Stone: The quantities to be paid for will be, as per plans/bid schedule, and either by the weight in tons in surface dry natural state; by railroad scales, truck scales, or barge displacement, or by square yards (according to plan thickness.) The Contractor shall determine the weights as follows:

1. Railroad Weights: The Contractor shall weight railroad cars on railroad scales, before and after loading or before and after unloading. If weighed by other than the Engineer, a certified statement of weights will be required. Certificates of weight, furnished by the railroad company, will be accepted without further certification.

2. Truck Weights: The Contractor shall weigh trucks on certified scales, loaded and empty, as prescribed above for railroad weights. The Contractor shall weigh trucks in presence of the Engineer, or furnish certificates of weights.

3. Barge Displacement: The Engineer will measure each barge. The Contractor shall fit each barge with gauges graduated in tenths of a foot increment. The Contractor shall locate a gauge at each corner of the barge near the lower end of the rake. The Contractor shall furnish additional gauges amidships, if the Engineer deems necessary. The Engineer will review and check all computed weights. Weight certificates may be submitted.

4. In Place Measurement: The Contractor shall measure surface area (in square yards) of area riprap has been placed.

4.2 BASIS OF PAYMENT

A. Sand-Cement: Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for Riprap (Sand-Cement.)

B. Stone/Rubble: Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fill (or subgrade) for placing riprap in the Contract unit price for Riprap (Stone/Rubble). As an exception to the above, concrete that is shown to be removed from the project site and subsequently disposed of by being crushed and used in the embankment as riprap will not be paid for under this section. Include the cost of such work order under Removal of Existing Structures.

C. Bedding Stone: Price and payment will be full compensation for all work specified in this Section, including all materials and hauling. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing bedding stone in the Contract unit price for Riprap (Stone/Rubble).

END OF SECTION 02340

SECTION 02400 - GRADED AGGREGATE BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.

1.2 DESCRIPTION OF WORK

This item shall consist of a base course of graded aggregate constructed on a subgrade prepared in accordance with the specifications and in conformity with the line, grades and typical cross-section as shown on the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

Use graded aggregate material which yields a satisfactory mixture meeting all the requirements of these Specifications after it has been crushed and processed as a part of the mining operations.

The Contractor may furnish the material in two sizes of such gradation that, when combined in a central mix plant pugmill, the resultant mixture meets the required specifications.

Use graded aggregate base material of uniform quality throughout, substantially free f rom organic matter, shale, lumps and clay balls, and having a Limerock Bearing Ratio value of not less than 98. Use material retained on the No.10 sieve composed of aggregate meeting the following requirements:

Soundness Loss, Sodium, Sulfate: AASHTO T 104.....15%
Percent Wear: AASHTO T 96 (Grading A)
Group 1 Aggregates..... 45%
Group 2 Aggregates..... 65%
Group 1 : This group of aggregates is composed of limestone, marble, or dolomite.
Group 2: This group of aggregates is composed of granite, gneiss, or quartzite.
Use graded aggregate base material meeting the following gradation:

Sieve Size	Percent by Weight Passing
2 inch	100
1 1/2 inch	95 to 100
3/4 inch	65 to 90
3/8 inch	45 to 75
No. 4	35 to 60

No. 10	25 to 45
No. 50	5 to 25
No. 200	0 to 10

For Group 1 aggregates, ensure that the fraction passing the No. 40 sieve has a Plasticity I ndex (AASHTO T 90) of not more than 4.0 and a Liquid Limit (AASHTO T 89) of not more than 25, and contains not more than 67% of the weight passing the No. 200 sieve.

For Group 2 aggregates, ensure that the material passing the No. 10 sieve has a sand equivalent (AASHTO T 176) value of not less than 28.

The Contractor may use graded aggregate of either Group 1 or Group 2, but only use one group on any Contract. (Graded aggregate may be referred to hereinafter as “aggregate”.)

2.2 EQUIPMENT

The aggregate shall be spread by mechanical rock spreaders, equipped with a device which strikes off the aggregate uniformly to laying thickness, and capable of producing an even distribution of the aggregate. For crossovers, intersections and ramp areas; for roadway widths of 20 feet or less; for the main roadway area when forms are used and for any other areas where the use of a mechanical spreader is not practicable; spreading may be done by bulldozers or blade graders. All equipment for proper construction of this project shall be in first-class working condition.

PART 3 - EXECUTION

3.1 TRANSPORTING GRADED AGGREGATE

The graded aggregate shall be transported to the point where it is to be used, over aggregate previously placed if practical, and dumped on the end of the preceding spread. Hauling over the subgrade and dumping on the subgrade will be permitted when, in the County’s opinion, these operations will not be detrimental to the subgrade.

3.2 SPREADING GRADED AGGREGATE

A. Method of Spreading: The graded aggregate shall be spread uniformly. All segregated areas of fine or coarse aggregate shall be removed and replaced with properly graded aggregate.

B. Number of Courses: When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be a pproximately one-half the total thickness of the finished base, or enough addi tional material added to bear the weight of the construction equipment without disturbing the

subgrade. When compacted thickness is six inches or less, graded aggregate shall be placed in one lift.

3.3 COMPACTING AND FINISHING BASE

A. Single-Course Base: For single-course base, after the spreading is completed, the entire surface shall be scarified and then shaped so as to produce the required grade and cross-section, free of scabs and laminations, after compaction.

B. Multiple-Course Base: For multiple-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross-section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made, and the County shall have proof that the required compaction has been obtained. After the spreading of the material for the second course is completed, its surface shall be finished and shaped so as to produce the required grade and cross-section after compaction, and free of scabs and laminations.

C. Moisture Content: When the material does not have the proper moisture content to ensure the required density, wetting or drying will be required. When water is added, it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Water shall be added before beginning compaction operations. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted. This shall be performed utilizing the speedy moisture meter.

3.4 DENSITY REQUIREMENTS

As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98% of the modified proctor maximum density as determined by AASHTO T-180 (Modified Proctor.)

3.5.1 TESTING SURFACE, PROTECTION, AND MAINTENANCE

A. Density Tests: A minimum of at least one field density test on each course of compacted base shall be performed for every 500 square yards, or every 300 linear feet of road pavement, or as directed by the Engineer. Additional tests may be made if deemed necessary by the Engineer and/or County/CEI.

B. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.

C. Correction of Defects: Contamination of Base Material: If, at any time, the subgrade material should become mixed with the base course materials, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.

D. Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which in the opinion of the County, would impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by re-scarifying, reshaping, adding base material where necessary, and re-compacting, without additional compensation.

E. Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers, mechanical plate tampers, or other special equipment which will achieve the density requirements specified herein. When multiple-course base construction is required by the plans or specifications, the required compaction shall be achieved in each course prior to spreading material for the overlaying course.

F. Testing Surface: The finished surface of the base course shall be checked from the required crown and ensure longitudinally a smooth, consistent surface for the placement of the asphalt course(s). All irregularities, greater than 1/4 inch per 15' straight edge test, shall be corrected, after which the entire area shall be re-compacted and tested as specified herein before. In the testing of the surface, the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.

G. Priming and Maintaining:

Priming: The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur. See FDOT Prime Coat Specification.

Maintaining: The Contractor will be responsible for assuring that the true crown and template are maintained, with no rutting or other distortions, and that the base meets all the requirements, at the time the surface course is applied.

H. Thickness Requirements:

Measurements: Thickness of the base shall be measured at intervals in

such a manner that each test represents 500 square yards, or every 300 linear feet of road pavement, or as otherwise directed by the County. Measurements shall be taken at various points on the cross-section, through holes not less than three inches in diameter.

Areas Requiring Correction: Where the compacted base is deficient by more than ½ inch from the thickness called for in the plans, the Contractor shall correct such areas. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross-section.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02400

SECTION 02410 – RECYCLED CONCRETE AGGREGATE BASE
(CRUSHED CONCRETE)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.

1.2 The County recognizes the beneficial reuse of construction materials where said materials can be used in a manner that provides a construction product meeting specifications adopted by state and/or federal agencies. As such, the County shall allow, as noted below, the use of Recycled Concrete Aggregate (RCA) for the purpose of constructing an aggregate base course for the placement of an asphaltic concrete surface course in accordance with this section.

1.3 This section shall conform to section 2400 G.A.B. except as noted.

1.4 SPECIFIC CONSENT REQUIRED

Recycled Concrete Aggregate may only be used on projects with specific written consent of the County Engineer, or designee, subject to the conditions outlined herein. No such permission shall be given until the requirements of Items 2.1 through 3.1.A-D have been affirmatively addressed by the Engineer of Record for the project. Additionally, construction may not proceed until the requirements of Item 3.2.B have been addressed. Should construction commence more than six months after the date of the geotechnical report and/or roadway locations and/or elevations change, a geotechnical addendum shall be submitted confirming groundwater elevations. Should County staff observe differing construction or material conditions after approval; additional testing or re-evaluation of existing conditions for use may be required. RCA installations not in compliance with these specifications shall be subject to removal and replacement.

PART 2 - PRODUCTS

2.1 MATERIALS

The material requirements of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation Special Provisions Specification Section 204, “Graded Aggregate Base.”

A. Recycled Concrete Aggregate used shall not be required to comply with FDEP source approval requirements specified in FAC 62-701.730 or be qualified as a clean debris source under FDEP rules, as outlined in Florida Department of Transportation Special Provisions Specification Section 204-2.2, “ Graded Aggregate Base.” The aggregate supplied shall be

capable of meeting the requirements outlined in this item. NO material shall be used that has been obtained from potentially contaminated sources that may contain asbestos or other hazardous materials.

PART 3 - EXECUTION

3.1 SPECIFIC USE & LOCATION REQUIREMENTS

A. The use of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."* It should be noted RCA may not be used on FHWA funded projects.

B. Unless the Engineer of Record can demonstrate that the grading plan provides a minimum vertical separation of 18 inches between the bottom of the base and the seasonal high water table provided in the geotechnical report, permanent groundwater control measures shall be incorporated in the roadway design (i.e. under drains with positive out falls, etc.). If the subsurface conditions encountered in the geotechnical study indicate the presence of, or the potential for, perched groundwater, the geotechnical engineer shall address the appropriate measures to remedy perched groundwater in the geotechnical report or addendum.

C. The Engineer of Record shall as part of the original construction plans approved by the County or by addendum approved by the County provide construction details and specifications for the road section(s) to be used with RCA. The section shall include material types, thickness requirements, and compaction requirements for all materials required for the flexible pavement section. The plan and profiles shall detail groundwater levels (apparent or perched) and the use of under drains with positive out falls, where applicable/appropriate. Where under drains are required, they shall be detailed in cross section relative to the road section. The Engineer of Record shall also provide calculations which detail the calculated capacity of all components of the underdrain section, transmission pipes and receiving system.

D. If, during the time period of construction, water is observed bleeding thru the pavement, new or additional permanent groundwater control measures to a positive, approved, out fall shall be installed. Such measures shall be submitted to the County for review and approval per Item C above.

3.2 TESTING & CERTIFICATION REQUIREMENTS

A. The installation of Recycled Concrete Aggregae shall be in accordance with the Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."*

B. Upon delivery of RCA to the project site, the contractor, NOT the supplier, shall provide to the County a report from an independent FDOT certified testing laboratory certifying that the material meets the gradation and Limerock Bearing Ratio requirements of Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."*

C. During the course of construction, quality control samples of RCA delivered to the project site shall be selected under the supervision of the County, or its representative, for gradation testing. Sampling shall be at a minimum frequency of one sample for every 3,600 square yards of in-place base material.

D. All testing shall be in accordance with Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base,"* and/or the County requirements, whichever is more stringent.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02410

SECTION 02440 – SUPERPAVE ASPHALT BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Specifications sections, apply to work of this section.

1.2 SUBMITTALS

Submit certification of compliance with applicable specifications in accordance with *Section 01300, "Submittals".*

1.3 ENVIRONMENTAL CONDITIONS

Construct bituminous courses when underlying course is dry, and when atmospheric temperature is 40°F and rising for courses 1½" or greater, and 45°F and rising for courses less than 1½".

1.4 CONSTRUCTION EQUIPMENT

A. Spreading Equipment: Self-propelled electronically controlled type, unless other equipment is authorized. Spreading equipment shall be capable of spreading hot bituminous mixtures without tearing, shoving, or gouging and to produce a finished surface of specified grade and smoothness. The use of a spreader that leaves indented areas or other objectionable irregularities in the fresh laid mix during operations will not be permitted.

B. Rolling Equipment: Self-propelled pneumatic-tired rollers supplemented by three-wheel and tandem type steel wheel rollers. The number, type and weight of rollers shall be sufficient to compact the mixture to the required density without detrimentally affecting the compacted material. All rollers shall be suitable for rolling hot-mix bituminous pavements and capable of reversing without backlash. Pneumatic-tired rollers shall be capable of being operated both forward and backward without turning on the mat, and without loosening the surface being rolled. Equip rollers with suitable devices and apparatus to keep the rolling surfaces wet and prevent adherence of bituminous mixture.

At the Contractor's option, vibratory rollers especially designed for bituminous concrete compaction may be used, provided rollers do not impair stability of pavement structure and any underlying layers. Repair depressions in pavement surfaces resulting from use of vibratory rollers at no cost to the Owner. Rollers shall be self-propelled, single or dual vibrating drums, and steel drive wheels, as applicable; equipped with variable amplitude and separate controls for energy and propulsion.

C. Hand Tampers: Hand tampers shall weigh not less than 25 pounds and have a tamping face of not more than 50 square inches.

D. Mechanical Hand Tampers: Commercial type, operated by pneumatic pressure or by internal combustion.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall conform to the requirements of these Specifications for the pavement sections as shown on the drawings.

PART 3 - EXECUTION

3.1 TRANSPORTATION OF BITUMINOUS MIXTURES

Deliver mixture to the area to be paved in such a manner that the temperature, at the time of dumping into the spreader, shall be not less than 285°F or greater than 34 5°F or that temperature required to obtain the specified compaction. Reject any load that has become wet prior to placing or falls outside of the above temperature ranges.

3.2 PLACING

Provide line and grade stakes as necessary for control. Place grade stakes in lanes parallel to centerline of area to be paved, and suitably space for string lines. Place and compact bituminous courses in such thicknesses as to achieve density and smoothness requirements. Maximum lift of bituminous base course shall not exceed 3 inches. Prior to laying the base course, clean underlying course of foreign and objectionable matter with power blowers, power brooms, or hand brooms in places inaccessible to power equipment, and inspect for compaction and smoothness requirements. The range of temperatures of the mixtures at the time of spreading shall be between 285°F and 345°F. Reject bituminous mixture having a temperature outside these limits when dumped into the hopper of the spreader. Adjust mechanical spreader and regulate speed so that the surface of the course is smooth, and when compacted conforms to depth, cross sections, grades and contours indicated. When irregularities of surface or deficiency in depth is more than specified tolerances, remove defective work and replace with new material. Whenever possible, place the mixture in strips not less than 10 feet wide. Overlap rolling to previously placed strip and extend to overlap first strip. Place mixture as continuously as possible. Shovelers and rakers shall follow spreading equipment, adding hot mixture and raking as required to produce a course that, when completed, shall conform to requirements specified. In areas where the use of machine spreading is impractical, mixture may be spread by hand. Distribute mixture into place from dump boards by means of hot shovels and spread with hot rakes in a uniformly

loose layer of such thickness that, when completed, it conforms to required grade and thickness. Do not dump loads any faster than they can be handled by shovelers and rakers. Paint contact surfaces of previously constructed curbs, manholes, and similar structures with a thin coat of emulsion or other approved bituminous material prior to placing the bituminous mixture.

3.3 COMPACTION OF MIXTURE

A. Affect compaction by rolling. Begin rolling as soon after placing as the mixture will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. Start rolling longitudinally at extreme sides of lanes and proceed toward center of pavement, overlapping on successive strips by at least one-half the width of rear wheel of roller. Alternate trips of roller shall be slightly different lengths. Affect initial longitudinal rolling by the use of steel roller. Make tests for conformity with specified crown, grade and smoothness immediately after initial compression. Before continuing rolling, correct any variations by removing or adding materials, then roll course using pneumatic-tired rollers or tandem rollers, while mixture is hot and in condition suitable for proper compaction. Speed of rollers shall not exceed 3 miles per hour and at all times be slow enough to avoid displacement of hot mixture. Correct any displacement of mixture at once by use of rakes and apply fresh mixture or remove mixture as required. Continue rolling until all roller marks are eliminated. During rolling, moisten rollers to prevent adhesion of mixture to rolling surfaces, but do not permit an excess of water. Provide sufficient rollers for each spreading machine in operation on the job and to handle plant output. In places not accessible to rollers, compact mixture with hot pneumatic or manual hand tampers. Skin patching of an area that has been rolled is not permitted. Remove any mixture that becomes mixed with foreign material or is defective, replace with fresh mixture, and compact to density of surrounding area. Roller shall not pass over unprotected edge until asphalt has cooled to at least 120°F. Contractor shall provide workmen who are capable of performing work incidental to correction of pavement irregularities. After final rolling, permit no traffic of any kind on the pavement until the surface temperature has cooled to at least 120°F. Surface temperature shall be measured with surface thermometers or other satisfactory methods.

B. Testing Base Course:

1. Density: Within the entire limits of the width and depth of the base, obtain a minimum density in all areas of the roadway of 98% of modified Proctor maximum density as determined by AASHTO FM 1-T 180, Method D. Compact the base of any LOT of shoulder pavement to not less than 95% of the modified Proctor maximum density as determined by FM 1-T 180, Method D. Additional tests and cores may be required at the County's discretion.

2. Thickness: Measure thickness throughout the placement of any and all courses. In addition, perform periodic check on the yield during the placement of any and all courses. The maximum allowable deficiency at any point shall not be more than 1/4 inch less than the indicated thickness for the course. The average thickness of the course shall not be less than the indicated thickness. Where he deficiency is more than the specified tolerances, the contractor shall correct each such representative area or areas by removing the pavement in question and replacing with new pavement.

3. Smoothness: Straightedge the compacted surface of the course, utilizing a 15' rolling straightedge, as deemed necessary by the County. Apply a rolling straightedge parallel with the centerline of the road and a non-rolling straightedge at right angles to the centerline of the road after final rolling. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet. Correct any portion of the pavement showing irregularities greater than that specified.

4. Thicknesses and Density Requirements: The thickness and density shall e checked at intervals not to exceed one per 300 linear feet of roadway, but in any case, should not be less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

ASPHALT BASE COURSE:
The uantity to be paid for will be the area, in square yards, of asphalt base course after adjustment to the equivalent area of specified thickness.

4.2 BASIS OF PAYMENT

ASPHALT BASE COURSE:
Prices and payments will be full compensation for all work specified in this Section.

END OF SECTION 02440

SECTION 02460 - SAND-CLAY BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT 2000 Specs), *Sections 240 and 912*, *Latest Edition.*

1.2 DESCRIPTION OF WORK

This item shall consist of a base course composed of sand-clay mixtures constructed on a subgrade prepared in accordance with the specifications and in conformity with the line and grades shown on the drawings.

1.3 USE

Sand-clay base may only be ued on projects with specific written consent from the County Engineer, or designee, subject to the conditions outlined herein.

Graded aggregate base shall be utilized in unsuitable soils, moisture sensitive areas, where g oundwater fluctuates to within two feet of average grade, adjacent to wetlands/surface waters where the subgrade soils have a low permeability, and for roadways that will be dedicated to the County for maintenance.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials shall be secured from sources approved by the County and shall be furnished by the Contractor.

B. Sand-Clay shall consist of natural or artificial mixtures of clay or soil binder and gravel, sand or other aggregates. The materials shall be free from organic matter and trash and shall not contain any aggregate particles that will not pass a one-inch (1") sieve. It shall be uniform and shall not contain lumps or aggregate in sufficient quantity to prevent securing a smooth surface free from pits or pockets.

C. The material passing the 10-mesh sieve shall meet the following requirements:

1. Clay (material smaller than 0.005mm) 8-21%

2. Silt (material from 0.05 to 0.005mm) 0-10%

3. Combined Clay and Silt 8-25%

D. It shall have a plasticity index of not more than 6 and have a liquid limit of not more than 25. The material shall have the minimum limerock bearing ratio (LBR) of 75.

PART 3 - EXECUTION

3.1 PLACING AND MIXING MATERIALS

A. Sand-Clay Base; minimum 6-inch compacted thickness. At least 98 percent of the modified proctor maximum dry density must be achieved throughout the full material thickness. The proposed sand-clay base material must be checked by a registered geotechnical engineer or by using hydrometer testing to determine clay content.

B. The material may be dumped directly on the subgrade, but shall be uniformly distributed. The loose thickness will be checked continuously by the Contractor to insure that the finished base course will have the thickness and shape required by the typical section.

3.2 COMPACTING AND FINISHING SAND-CLAY BASE

A. General: After spreading is completed, the base shall be compacted with water being added as required, until the required density has been obtained.

B. Density Requirements: As soon as the proper condition of moisture is attained, the material shall be compacted to a density not less than 98 percent of maximum density as determined by modified proctor test ASTM 1557.

C. Finishing: Upon completion of the initial compaction, the entire surface shall be scarified and then shaped to exact crown and cross-section. The base shall be re-watered, if needed, before final compaction. Final compaction shall be done with any type compacting equipment, in conjunction with traffic rollers, which will obtain the required density. Compaction shall continue until the required density has been obtained and until free water disappears from the surface.

D. Correction of Defects: If at any time, the sub-grade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the sub-grade and replace the materials removed with base material, which shall be watered, if needed, and rolled until the

required density is obtained.

E. Priming: Allow base to cure until moisture does not exceed 90 percent of optimum moisture content for the base course material. Priming shall meet the requirements of Section 300 of FDOT *Standard Specifications, Latest Edition.*

3.3 TESTING SURFACE, PROTECTION AND MAINTENANCE

A. Testing Surfaces: The finished surface of the base course shall be true to the grades shown on drawings. All i regularities greater than 3/ 8-inch shall be corrected by scarifying and removing or adding base material as may be required, after which the entire area shall be re-compacted to meet the specified density requirements.

B. Thickness of Base: A three-eighths inch (3/8") under tolerance in the base will be allowed. All areas where the thickness of the completed base is less than the thickness required after such tolerance shall be corrected by scarifying, adding base material and re-compacting.

C. Protection, Priming and Maintaining: The base shall be kept well drained at all times. Wherever ruts or low spots are found, the areas affected shall be brought to grade and, if necessary, shall be kept moist until the prime coat is applied, so as to prevent dusting and raveling.

D. Thicknesses and Density Requirements: The thickness and density shall be checked at intervals not to exceed one per 300 linear feet of roadway. In no case shall less than three t sts be performed. Tests shall be staggered to ensure representative sampling.

E. Paved Areas: Make at least one field density test of each compacted fill layer (subgrade, base, etcetera) for every 300 l inear feet of roadway or equivalent area, but in no case less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Sand-clay Base to be paid for will be the plan quantity, in square yards.

4.2 BASIS OF PAYMENT

Price and Payment will be full compensation for all work specified in this Section, including all materials; all clearing and grubbing of material pits; all stripping of overburden from the pits, if required; all hauling of material, application of prime and all incidentals necessary to complete the work.

END OF SECTION 02460

SECTION 02500 – SUPERPAVE ASPHALT CONCRETE

PART 1 - GENERAL

1.1 GENERAL

A. Construct a Type SP Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as approved.

B. For this Section only, all references to the Department shall mean the County. All references to the Engineer shall mean the Engineer of Record, designated Engineer of Escambia County and/or CEI.

C. The County will accept the work based on one of the following methods as described in Part 5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the County, or 4) other method(s) as determined by the Contract.

1.2 LAYER THICKNESSES

A. Use only fine graded Type SP asphalt mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.

B. FINE MIXES: The allowable structural layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP 9.5	1-1 ½ inches
Type SP 12.5	1 ½ - 2 ½ inches
Type SP 19.0	2-3 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on fine mixes when used as a structural course:

Type SP 9.5 - Limited to the final (top) structural layer, one layer only

Type SP 12.5 - May not be used in the first layer of courses over 3 1/ 2 inches thick, nor in the first layer of courses over 2 3/4 inches thick on limited access facilities.

The thickness of the new pavement may be checked by core samples, as determined by the Engineer. The Contractor shall be required to correct any deficiency either by replacing the full thickness; or overlaying the area as directed by the Engineer. County inspection shall be performed and all base failures shall be corrected prior to asphalt installation.

Type SP 19.0 - May not be used in the final (top) structural layer.

C. ADDITIONAL REQUIREMENTS: The following requirements also apply to fine Type SP Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (5 feet wide or less), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. Use the minimum and maximum layer thicknesses as specified in 1.2 B above unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

Meet the material requirements specified in F DOT Standard Specifications Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent – Sections 916-1, 916-2
Coarse Aggregate, Stone, Slag or Crushed Gravel – Section 901
Fine Aggregate – Section 902

Aggregates utilized on Escambia County projects must be in accordance with FDOT Qualified Products List

2.2 GRADATION REQUIREMENTS

Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this Specification and conform to the gradation requirements at d sign as defined in Table 1 bel ow. Aggregates from various sources may be combined.

Table 1
Aggregate Gradation Control Points
(Gradation Design Ranges)

	Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max
1 inch	-	-	-	-	100	-

3/4 inch	-	-	100	-	90	100
1/2 inch	100	-	90	100	-	90
3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8
For additional information, refer to AASHTO M-323-04, Table 3						

2.3 RESTRICTED ZONE

The gradation ientified in 2.2 shall pass above the restricted zone specified in Table 2 below.

Table 2
Aggregate Gradation Restricted Zone (Design Only)

Sieve Size within Restricted Zone	Boundaries of Restricted Zone Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
	Min.	Max.	Min.	Max.	Min.	Max
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7
For additional information, refer to AASHTO M-323-04, Table 4						

2.4 AGGREGATE CONSENSUS PROPERTIES

A. Meet the following consensus properties at design for the aggregate blend:

1. Coarse A ggregate A ngularity: When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 3 below.

Table 3
Coarse Aggregate Angularity Criteria
(Minimum Percent Fractured Faces)

	Depth of Top of Pavement Layer From Surface			
	≤4 inches		>4 inches	
	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)
	85	80	60	-
For additional information, refer to AASHTO M-323-04, Table 5				

2. Fine Aggregate Angularity: When tested in accordance with AASHTO T-304, meet the fine aggregate angularity requirement defined in Table 4 below.

Table 4 Fine Aggregate Angularity Criteria		
	Depth of Top of Pavement Layer From Surface	
	≤4 inches	>4 inches
	Minimum Uncompacted Void Content (%)	Minimum Uncompacted Void Content (%)
	45	40
For additional information, refer to AASHTO M-323-04, Table 5		

3. Flat and Elongated Particles: When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles.

2.5 USE OF RECLAIMED (MILLED) ASPHALT PAVEMENT

A. General Requirements: Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:

1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.

2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:

   a. Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP, determined on the basis of the asphalt binder content and maximum specific gravity. The Engineer and/or Engineer of Record will approve the estimated asphalt binder absorption value used in the calculation.

   b. Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.

3. The amount of RAP material used in the mix is not to exceed 50% by weight of total aggregate.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not taken immediately, plant operations should be stopped.

5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles that are soft or conglomerates of fines.

6. Provide RAP, having minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

B. Binder for Mixes with RAP: Select the appropriate binder based on the table below. The Engineer and/or Engineer of Record reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

Binder Grade for Mixes Containing RAP	
% RAP	Asphalt Binder Grade
<20	PG 67-22
20-29	PG 64-22
≥ 30	Recycling Agent
Note: When a PG 76-22 Asphalt Binder is called for in the Contract, limit the amount of RAP material used in the mix to a maximum of 15%.	

PART 3 - GENERAL COMPOSITION OF MIXTURE

3.1 GENERAL

Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the approved mix design. Aggregates from various sources may be combined.

3.2 MIX DESIGN

A. Design the Type SP asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only previously approved designs. Prior to the production of any Type SP asphalt mixture, submit the proposed mix design with supporting

test data indicating compliance with all Type SP asphalt mix design criteria.

The Engineer and/or Engineer of Record will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer and/or Engineer of Record will no longer allow the use of the mix design.

1. Grading Requirements: Meet Gradation Design Ranges in PART 2.

2. Gyratory Compaction: Compact the design mixture in accordance with AASHTO TP-4. Use the number of gyrations as defined in the table below.

Type SP Design Gyratory Compactive Effort			
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	7	75	115

3. Volumetric Criteria: Use an air void content of the mixture at design of 4.0% at the design number of gyrations (N_{design}). Meet the requirements of the table below.

Mixture Densification Criteria			
	% G_{mm}		
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	$\geq$ 89.0	96.0	$\leq$ 98.0

4. VMA Criteria: Meet the requirements of the table below for Voids in the Mineral Aggregate (VMA) of the mixture at the design number of gyrations.

VMA Criteria	
Type Mix	Minimum VMA (%)
SP 9.5	15.0
SP 12.5	14.0
SP 19.0	13.0

5. VFA Criteria: Meet the requirements of the table below for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

VFA Criteria	
	Design VFA (%)
SP Mixes	65 - 75

6. Dust Proportion: Use an effective dust-to-binder ratio as efined in FDOT Section 334-3.2.5.

7. Moisture Susceptibility: Provide a mixture (4 inch s pecimens) having a retained tensile strength ratio of at least 0. 80 and a minimum tensile strength (dry and unconditioned) of 100 psi.

8. Additional Information: In addition to the requirements listed above, provide t he following information with each proposed mix design submitted for use:

    a. The design number of gyrations (N_{design}).

    b. The source and description of the materials to be used.

    c. The FDOT source number product code of the aggregate components furnished from an FDOT approved source.

    d. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation in handling and processing as necessary.

    e. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly -No. 200 [-75 µm]) should be accounted for and identified for the applicable sieves.

    f. The bulk specific gravity value for each individual aggregate (and RAP) component as identified in the FDOT aggregate control program.

    g. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

    h. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature (per 30 -6.3). Do not exceed a target temperature of 340°F for modified asphalts and 315°F for unmodified asphalts.

    i. Evidence that the completed mixture conforms to all specified physical requirements.

    j. The name, seal, and/or certification of the Mix Designer.

3.3 REVISION OF MIX DESIGN

During production, the Contractor may request a t arget value revision to a mix design, subject to: (1) the target change falls within the limits defined in the table below, (2) ap propriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 2.2 and 2.3.

Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content (1)	± 0.3%
(1) R eductions to t he as phalt bi nder c ontent w ill not be permitted i f the VMA during production is lower than 1.0% below the design criteria.	

Submit all requests for revisions to mix designs, along with supporting documentation, to the Engineer. In order to expedite the revision process, the request for revision or discussions on the possibility of a revision may be made verbally, but must be followed up by a written request. The initial mix design will remain in effect until a change is authorized by the Engineer and/or Engineer of Record. In no case may the effective date of the revision be established earlier than the date of the first communication between the Contractor and the Engineer regarding the revision.

A new design mix will be required for any substitution of an aggregate product with a different aggregate code, unless approved by the Engineer and/or Engineer of Record.

3.4 PAVING EQUIPMENT

A. Mechanical Spreading and Screeding Equipment:

1. General: Provide mechanical spreading and screeding equipment of an approved type that is self-propelled and can be steered. Equip it with a receiving and distribution hopper and a mechanical screed. Use a mechanical screed capable of adjustment to regulate the depth of material spread and to produce the desired cross-section.

2. Automatic Screed Control: For all asphalt courses, placed with mechanical spreading and finishing equipment, equip the paving

machine with automatic longitudinal screed controls of either the skid type, traveling stringline type, or non-contact averaging ski type. Ensure that the length of the skid, traveling stringline, or non-contact averaging ski is at least 25 feet. On the final layer of base, overbuild, structural, and friction courses, use the joint matcher in lieu of the skid, traveling stringline, or non-contact averaging ski on all passes after the initial pass. Furnish a paving machine equipped with electronic transverse screed controls when required by the Contract Documents.

3. Inflation of Tires: When using paving machines equipped with pneumatic tires, the Engineer may require that the tires be ballasted.

4. Screed Width: Provide paving machines on full width lanes that have a screed width greater than 8 feet. Does not use extendable screed strike-off devices that do not provide preliminary compaction of the mat in place of fixed screed extensions. The Contractor may use a strike-off device on irregular areas that would normally be done by hand and on shoulders 4 feet or less in width. When using the strike-off device on shoulders in lieu of an adjustable screed extension, the Contractor must demonstrate the ability to obtain an acceptable texture, density, and thickness. When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 24 inches or greater, an auger extension, paddle, or kicker device is required unless the Contractor provides written documentation from the manufacturer that these are not necessary.

5. Motor Graders: Provide two motor graders for spreading widening courses with prior approval from the Engineer only. Use motor graders that are rated at not less than 6 tons and are self-propelled and power-controlled. Mount them on smooth tread or rib-type tires (no lug types allowed) with a wheel base of at least 15 feet. Equip the front motor grader with a spreader box capable of spreading the mix at the required rate.

6. Rollers:

   a. Steel-Wheeled Rollers: Provide compaction equipment capable of meeting the density requirements described in these Specifications. Provide a tandem steel-wheeled roller weighing a minimum of 8 tons for seal rolling, and for the final rolling, use a separate roller with a minimum weight of 8 tons. Variations from these equirements shall be approved by the Engineer.

b. Traffic Rollers: Provide compaction equipment capable of meeting the density requirements described in these specifications. Provide a self-propelled, pneumatic-tired traffic roller equipped with at least seven smooth-tread, low pressure tires, equipped with pads or scrapers on each tire. Maintain the tire pressure between 50 and 55 psi or as specified by the manufacturer. Use rollers with a minimum weight of 6 tons. Do not use wobble-wheeled rollers. Variations from these requirements shall be approved by the Engineer.

c. Prevention of Adhesion: Do not allow the mixture to adhere to the wheels of any rollers. Do not use fuel oil or other petroleum distillates to prevent adhesion. Do not use any method which results in water being sprinkled directly onto the mixture.

7. Trucks: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down.

8. Coring Equipment: Furnish a suitable saw or drill for obtaining the required density cores.

9. Hand Tools: Provide the necessary hand tools such as rakes, shovels, etc., and a suitable means for keeping them clean.

PART 4 - CONTRACTOR'S PROCESS CONTROL

4.1 GENERAL

A. Personnel: Provide qualified personnel (certified technician) for sampling, testing (by certified lab), and/or sign-off by P.E., and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection.

Construction operations that require a qualified technician must not begin until the Department verifies that the technician is on the CTQP (Construction Training Qualification Program) list of qualified technicians. The CTQP lists are subject to satisfactory results from periodic Independent Assurance evaluations.

B. Calibration of the Gyratory Compactor: Calibrate the Gyratory Compactor in accordance with the manufacturer's recommendations prior to

producing the mixture for any project. Check the height calibration, the speed of rotation; ram pressure and angle of gyration.

C. Plant Testing Requirements: During the initial production of a mix design, test mix to ensure proper performance and provide results to the department.

D. Roadway Testing Requirements: Areas that demonstrate concerns of the mix design quality or poor/improper compaction efforts may be subject to additional coring and testing as seen fit by the Engineer.

E. Extraction Gradation Analysis: Sample the asphalt mixture at the plant and perform extraction test prior to asphalt being delivered to project. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01. All results shall be provided to the department prior to placement of asphalt on any project.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per 1,000 tons or a maximum of four consecutive days of paving, which ever comes first.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design.

If the percentage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in the table below, immediately resample the mix and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, stop plant operations until the problem has been corrected.

Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Size	Percent Passing
1 inch	7.0
3/4 inch	7.0
1/2 inch	7.0
3/8 inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

F. Volumetric Control: During poduction of the mix, monitor the volumetric properties of the Type SP asphalt mix with a Type SP Gyratory Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at N_{design}.

Take appropriate corrective actions in order to maintain an air void content at N_{design} between 3.0 and 5.0% during production. When the air void content at N_{design} drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer and/or Engineer of Record. Evaluate any failing material in accordance with Part 6.

Determine the volumetric properties of the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, monitor the volumetric properties two times per production day.

During normal production, volumetric properties of the mixture will not be required on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

Testing required for volumetric property determination includes AASHTO TP-4, FM 1-T 209, FM 5-563 and FM 1-T 030. Prior to testing samples in accordance with AASHTO TP-4 and FM 1-T 209, condition the test-sized sample for one hour at the compaction temperature in a covered container.

G. Plant Calibration: At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant.

The sample t sted at the start of any project may be utilized for this requirement.

H. Process Control of In-Place Compaction: Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. The department may require the use of a nuclear gauge to test areas suspected of not having proper compaction. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer and/or Engineer of Record that the device can accurately measure the relative level of density in the pavement on a consistent basis.

PART 5 - ACCEPTANCE OF THE MIXTURE

5.1 GENERAL

The asphalt mixture will be ac cepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

1. Certification by the Contractor
2. Certification and Process Control Testing by the Contractor
3. Acceptance testing by the Engineer
4. Other method(s) as determined by the Contract

5.2 CERTIFICATION BY THE CONTRACTOR

Submit a Notarized Certification of pecification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications.

5.3 CERTIFICATION AND PROCESS CONTROL TESTING BY THE CONTRACTOR

Submit a N tarized Certification of Specification Compliance letter on company letterhead to the ngineer that all material produced and placed on the project was in substantial compliance with these specifications, along with supporting test data documenting all process control testing. Utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

5.4 ACCEPTANCE TESTING BY THE ENGINEER

A. Acceptance at the Plant:

1. The asphalt mixture will be accepted, with respect to gradation and asphalt binder content, based on the results from the start up test. However, any load or loads of mixture which, in the opinion of the Engineer and/or Engineer of Record, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

2. Acceptance Procedures: Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percents passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in the table below.

Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Binder Content	±0.55%
Passing No. 8 Sieve	±5.50%
Passing No. 200 Sieve	±2.00%
*Tolerances for sample size of n=1.	

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01.

Payment will be based on the acceptance of the project by the Engineer.

B. Acceptance of the Roadway:

1. Density Control: The in-place density of any questionable section of a course of asphalt mix will be ev aluated by the use of a nuclear gauge and/or by the testing of 6 inch diameter roadway cores.

The Engineer will not perform dnsity testing on leveling courses, open-graded friction courses, or any course which does not show signs of poor /improper compaction efforts. In addition, density testing will not be per formed on t he following areas when they are less than 1 ,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (with the exception of open-graded friction courses) in accordance w ith t he appropriate rolling pr ocedure a s specified i n these specifications or as approved by the Engineer.

2. Acceptance**:** The completed pavement will be accepted with respect to overall ride, overall appearance, and overall yield as determined by the Engineer or Engineer of Record.

   Areas of question may be tested with a nuclear gauge or by the testing of the density of the cores, as determined by the engineer.

3. Additional Density Requirement: On shoulders with a width of 5 feet or less, compact the pavement in accordance with the rolling procedure (equipment and pattern) as specified herein or as approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.

4. Surface Tolerance: The asphalt mixture will be accepted on the roadway with respect to surface tolerance by the use of a 15 ft rolling straight edge. The department will determine if the use of a straight edge test is warranted. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet.

5.5 ADDITIONAL TESTS

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

PART 6 - DISPOSITION OF FAILING MATERIAL

Any material that is represented by failing test results will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the Department. The evaluation will be conducted by the Engineer and/or Engineer of Record. If so directed, obtain an engineering analysis, as directed by the Engineer, by the independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

PART 7 – MEASUREMENT/PAYMENT

7.1 METHOD OF MEASUREMENT

For the work specified under this Section the quantity to be paid for will be the in-place measurement of the area in square yards unless otherwise stated in the project plan details.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

7.2 BASIS OF PAYMENT

Price and payment will be full compensation for all the work specified under this section.

END OF SECTION 02500

SECTION 02510 – ASPHALT RUBBER MEMBRANE INTERLAYER
(ARMI) CRACK RELIEF

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 440, and Design Standards, Latest Edition*.

1.2 DESCRIPTION OF WORK

A. Construct an asphalt rubber membrane interlayer composed of a separate application of asphalt rubber binder covered with a single application of aggregate.

PART 2 - MATERIALS

A. Asphalt Rubber Binder: Use ARB-20, or approved equal, meeting the **r**equirements of FDOT *Standard Specification Section 336*.

B. Cover Material: Use Size No. 6 stone, slag, or gravel meeting the requirements of FDOT *Standard Specification Section 901*.

PART 3 - EQUIPMENT

A. Power Broom: Provide a power broom, for cleaning the existing pavement, capable of removing all loose material from the surface.

B. Spreading Equipment: Provide a self-propelled aggregate spreader that can be adjusted to accurately apply the cover material at the specified rate and that spreads the material uniformly.

C. Rollers: Provide self-propelled, pneumatic-tired traffic type rollers equipped with at least 7 smooth tread, low-pressure tires, and capable of carrying a gross load of at least 8 tons. Maintain a minimum tire inflation pressure of 90 psi, or as specified by the manufacturer, such that the air pressure in no two tires varies more than 5 psi. Load the traffic roller as directed by the Engineer.

D. Mixing Equipment: Use mixing equipment for asphalt rubber binder designed for that purpose and capable of producing and maintaining a

homogeneous mixture of rubber and asphalt cement at the specified temperature.

E. Pressure Distributor: Use a pressure type distributor to apply asphalt rubber binder capable of maintaining a homogeneous mixture of rubber and asphalt cement at the specified temperature and consistently apply the material in a uniform manner.

PART 4 - CONTRACTOR'S QUALITY CONTROL (QC) PLAN

Provide the necessary quality control of the asphalt rubber binder and construction in accordance with the Contract requirements. Provide in the QC Plan procedures for monitoring and controlling of rate of application. If the rate of application varies by more than 5% from the rate set by the County, in accordance with 4.6 herein, immediately make all corrections necessary to bring the spread rate into the acceptable range. The County may take additional measurements at any time. The County will randomly check the Contractor's measurement to verify the spread rate.

PART 5 - PREPARATION OF ASPHALT RUBBER BINDER

Combine the materials as rapidly as possible for such a time and at such a temperature that the consistency of the binder approaches that of a semi-fluid material. Use the time and temperature for blending of the asphalt rubber binder as specified in FDOT Standard Specifications Table 336-1. The manufacturer must ensure the material has reached application consistency. If not, the manufacturer will determine if an extender oil or diluents is needed. After reaching the proper consistency, proceed with application immediately. Never hold the mixture at temperatures over 350ºF for more than six hours after reaching that temperature.

PART 6 - CONSTRUCTION PROCEDURE

A. Preparation of Surface: Prior to application of the asphalt rubber binder, clean the existing pavement as specified in FDOT Standard Specifications 300-5.

B. Application of Asphalt Rubber Binder: Apply the asphalt rubber binder only under the following conditions:

1. The air temperature is above 50ºF and rising.

2. The pavement is absolutely dry.

3. The wind conditions are such that cooling of the asphalt rubber binder will not be so rapid as to prevent good bonding of the aggregate.

Uniformly apply the asphalt rubber binder, at the rate of 0.6 to 0.8 gal/yd^2 or as directed by the manufacturer. Use an application rate based on the unit weight as shown in FDOT Standard Specifications, Table 336-1. For conversions to standard 60ºF, refer to FDOT Standard Specifications 300-9. Determine the rate of application after each application operation.

C. Application of Cover Material: Immediately after application of the asphalt rubber binder, uniformly spread the cover material at a rate of 0.26 and 0.33 ft^3/yd^2 or as directed by the County. Determine the application rate at the beginning of each day's production, and as needed to control the operation, a minimum of twice per day. Maintain an application rate such that the pavement is covered uniformly with aggregate, and is one aggregate layer thick. For the cover material, use aggregate that is reasonably free of any adherent coatings and that does not contain excessive moisture. Immediately after the application of cover material, check the surface to ensure a uniform distribution of cover material and a smooth surface.

Do not separate the application of the asphalt rubber binder and the application of the cover material by more than 300 feet, unless approved by the County.

D. Rolling: In order to ensure maximum embedment of the aggregate, cover the entire width of the mat immediately by traffic rollers. For the first coverage, provide a minimum of three traffic rollers in order to accomplish simultaneous rolling in echelon of the entire width of the spread.

After initial rolling, immediately correct all portions of the completed surface that the County deem are defective (not properly covered by aggregates, fat spots, excessive free aggregate, etc.)

Following the first coverage, make additional coverages with traffic rollers as directed by the County.

E. Traffic Control: For the normal sequence of construction operations, place the first course of asphalt concrete overlay over the membrane prior to opening to traffic.

PART 7 - UNACCEPTABLE ASPHALT RUBBER MEMBRANE INTERLAYER

If the asphalt rubber membrane interlayer is unacceptable due to incorrect blending, application rate, or not meeting the requirements of this Section, or damaged prior to placement of the asphalt concrete layer, remove and replace it as directed by the County, at no additional cost to the County. Do not apply excessive amounts of asphalt rubber binder.

PART 8 - PLACEMENT OF ASPHALT CONCRETE OVERLAY

Ensure that the thickness and temperature of the initial layer of asphalt concrete placed on top of the asphalt rubber membrane interlayer are such that the overlay bonds to the interlayer and the underlying layer without voids or excessive binder. Core the asphalt overlay as directed by the County to evaluate the binder and aggregate spread rates, as well as the effectiveness of the asphalt concrete overlay in producing a well-bonded interlayer.

PART 9 – MEASUREMENT/PAYMENT

9.1 METHOD OF MEASUREMENT

A. Asphalt Rubber Membrane Interlayer: The quantity to be paid for will be plan quantity, in square yards, completed and accepted.

B. Bituminous Material (Asphalt Rubber Binder-Interlayer): The quantity will be the volume, in gallons, determined as provided in FDOT Standard Specifications 300-8.

9.2 BASIS OF PAYMENT

A. Asphalt Rubber Membrane Interlayer: Price and payment will be full compensation for all work specified in this Section, including furnishing cover materials, handling, spreading, rolling, bituminous material, and other incidental work necessary to complete this item.

B. Bituminous Material (Asphalt Rubber Binder-Interlayer): Payment will be included in the price of the asphalt rubber membrane interlayer and will be full compensation for furnishing asphalt cement, ground tire rubber, blending and handling.

C. Payment Items: Payment will be made determined by the square yards of in-place product accepted.

END OF SECTION 02510

SECTION 02580 – HOT IN-PLACE RECLAIMED ASPHALT AND RESURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including general and supplementary conditions ad other specification sections, apply to work of this section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction Section 327*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

This work consists of rehabilitating the surface layer of the existing asphalt roadway to a depth of one inch and placing a layer of new Hot Mix Asphalt Concrete (HMAC) material over the rehabilitated surface. This will be accomplished with a specially designed machine in a simultaneous process of heating, scarifying, applying an asphalt rejuvenating agent (emulsifier), thoroughly re-mixing and reshaping the existing surface, and application of the final overlay. The overlay of the new HMAC placed over the rejuvenated layer of existing asphalt, shall be in compliance with the lines, grades, thickness and typical cross section established by the County.

The machine that heats, scarifies, rejuvenates, and remixes must also lay the recycled asphalt material, as well as lay the new HMAC material. The County will provide the list of streets and surface selected for this application. Additional pre-heaters may be required to achieve the specified depth, as directed by the County.

PART 2 - MATERIALS

A. Asphalt Recycling Agent (Emulsifier): The County will appove the asphalt-recycling agent. The recycling agent used to restore the plasticity of the existing asphaltic pavement shall be an emulsified agent. The recycling agent shall meet the requirements of ECR 1 or equal. A manufacturer's certification shall be submitted to the County for the recycling agent.

B. Hot Mix Aphaltic Concrete (HMAC): The delivery of the new HMAC will be coordinated with the HMAC supplier by the selected recycling contractor.

PART 3 - JOB CONDITIONS

A. Weather limitation for this work shall be a minimum of 50° F and rising.

B. Prior to the repaving operation, the pavement shall be cleaned so as to be reasonably free from sand, dirt and other deleterious substances that would affect the quality of the recycled mix. No separate payment shall be made for this requirement.

C. Existing manholes, water valves boxes, junction boxes, etc. that do not conform to the finished pavement grades shall be adjusted to finish grade.

D. The Contractor shall be responsible for protecting the areas adjacent to the work from damage. (Heat, etc.)

PART 4 - EQUIPMENT

A. All tools, equipment, and machinery shall be maintained in satisfactory working condition and shall be subject to the approval of the County Engineer.

B. Repaving Machine: The machine shall be an approved, self-contained, self propelled, automated unit that heats, scarifies (or mills), automatically applies recycling agent at a uniform rate, thoroughly mixes, redistributes and levels the existing asphalt to the specified depth, and lays the new HMAC material overlay. The new HMAC must be laid within 30 seconds after the scarification begins to ensure a hot monolithic bond with the recycled asphalt pavement. The machine shall also be capable of reworking the material around manholes and other obstacles; the machine shall be capable of adding and mixing the recycling agent evenly and shall be equipped with a leveling blade and screed for re-grading of the existing asphaltic concrete surface.

C. Pre-heater: This unit shall be hooded to prevent damage to adjacent property, including trees shrubs and landscaping. The heating hood shall be capable of heating the pavement surface to a minimum temperature of 225 degrees F, not to exceed 325 degrees F. This will allow for scarification to the required depth without breaking the aggregate particles or charring the pavement surface.

D. Scarifying and Milling units shall be automatically controlled units in order to control the depth of penetration and to clear utility manholes and other obstructions. The depth of scarification shall be directed by the County. Note: Scarifying depth may vary in range form 3/4 of one inch to 1 ½ inches.

E. Recycling Agent Applicator: This system shall be automatically controlled; the recycling agent must be applied to the scarified material at a uniform rate. The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within ± *5%* of the specified rate.

F. Receiving hopper and Conveying System: The machine shall consist of a

hopper and conveyor system to collect and transport the new HMAC to the finishing unit without segregation of the new material.

G. Recycling Unit: The machine shall consist of a system that mixes and redistributes and levels the scarified material over the width being processed to produce a uniform cross-section of recycled material. The recycling screed shall be heated and have crown control, and be capable of redistributing the recycled material to the desired longitudinal grade and transverse cross section.

H. Finishing unit: The machine shall have an automatic controlled screed to produce a surface conforming to the surface thickness as required by the County. The thickness of the surface course lift shall not exceed 2 inches. This unit shall be capable of a plying the new HMAC to a uniform longitudinal profile and cross slope of 1/4 inch per foot. The finishing screed must be heated and capable of electronically controlling the cross slope, and applying he n ew HMAC to produce a uniform surface and texture.

I. Rollers: Rolling equipment shall be of sufficient type and weight to compact the new HMAC and the recycled material to the required density as specified in Section 2500. Sufficient numbers of rollers (2 minimum) shall be furnished to keep up with the operation. All rolling should be completed before the temperature of the new HMAC drops below 190 F.

PART 5 - TRAFFIC CONTROL

A. Pavement markings shall conform to the requirements of *Section 04040*.

B. Maintenance of Traffic: Suitable methods shall be used by the contractor to protect the new asphalt surface from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of work. Conform to requirements of *Section 04060*.

C. The Contractor will maintain at least one-way traffic and shall provide effective Traffic Control at all times. Two-Lane traffic shall be maintained wherever possible.

D. No interruption of access to property shall be made unless prior arrangements acceptable to the occupant or owner of the affected property have been made and approved by the County.

E. Submit a Traffic Control Plan forapproval in accordance with *Section 04060.*

PART 6 - EXECUTION

A. Notify the County at least 48 hours prior to commencement of any paving operation.

B. The heating unit shall produce sufficient heat to soften the pavement uniformly without burning or charring the existing asphalt pavement.

C. The process shall produce a welded, longitudinal joint, the standing edge of the ajoining asphalt pavement shall be fully heated to a width of t least 2 inches beyond the width to be scarified and recycled.

D. Immediately following heating of the pavement, the existing surface shall be scarified (milled) to the specified depth. The machine shall have the capability of maintaining a recycled mat with a minimum temperature of 190°F and a maximum temperature of 2 25°F throughout the repaving operation.

E. Due to the varying locations and properties of the existing asphalt pavement, the following adjustments may be made, if directed by the County.

1. Depth of scarification may be varied to correct existing cross slopes and grades.

2. Application rate for the recycling agent may be adjusted as necessary to maintain a uniform mixture.

3. Spot leveling may be necessary.

4. Variable Message Boards may be required. No additional compensation will be made for these traffic control devices after contract is awarded.

F. CLEANUP

The Contractor will keep the work site free from accumulations of waste material, rubbish and debris from the Contractor's performance of the scope of work resulting from the use of all tools, construction equipment, and machinery, and surplus materials, and will leave the site clean and ready for use. The Contractor will restore to their original condition those portions of the work site, such as staging and stockpile areas, not designed for alteration as contained in the Contract Documents. This will include returning the area to the proper grade and slope, as well as replacing sod, if so required by the County.

PART 7 - QUALITY CONTROL

The County has the option of testing to ensure the surface is in compliance with thickness, smoothness, etc. and meets requirements of the specifications as directed by the County and as outlined in *Section 2500*.

Contractor will assign a Quality Control (QC) Supervisor to the project. The QC Supervisor will work in conjunction with the County.

PART 8 - MEASUREMENT/PAYMENT

8.1 METHOD OF MEASUREMENT

A. The accepted quantities of asphalt pavement surface recycled will be measured and paid by the square yard. Pay item, Hot In-Place Recycling, Square Yard.

B. Asphalt recycling agent will be measured by the gallon, used in place, as determined by the County and the Contractor Supervisor. Pay item, Emulsifier, Gallon.

C. New HMAC will be measured by the tons used in place. Pay item, HMAC, Tons.

8.2 BASIS OF PAYMENT

A. Price and payment will be full compensation for all work specified in this Section.

B. No separate payment for traffic control will be made.

C. Spot leveling will be paid for by the measured square yards under the unit price for Hot-In-Place Recycling.

END OF SECTION 02580

SECTION 02600 - STORMWATER SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, specifically 2300, 3300, and Florida Department of Transportation *Design Standards*, apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Sections 425, 430 and 530*, *Latest Edition*.

1.2 SUMMARY

This Section includes stormwater system piping and appurtenances. All labor, material, equipment, appurtenances, services, and other work or costs necessary to construct the facilities and place them into operation shall be furnished by the Contractor.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract.

B. Shop drawings for drainage pipe, pre-cast concrete storm drainage manholes and catch basins, including frames, covers, and grates.

C. Shop drawings for cast-in-place concrete or field-erected masonry storm drainage manholes and catch basins, including frames and covers.

1.4 QUALITY ASSURANCE

A. Environmental Compliance: Comply with applicable portions of local, state, and federal environmental agency regulations pertaining to stormwater systems impacts.

B. Utility Compliance: Comply with local utility regulations and standards pertaining to relocation, clearances, etc. related to installation of stormwater systems.

C. Quality control to adhere to QA/QL Plan.

1.5 PROJECT CONDITIONS

Site Information: Perform site inspection, research public utility records, and verify existing utility locations. Verify that stormwater system piping may be installed in compliance with design plans and referenced standards. Locate existing stormwater system piping and structures that are out of service and

closed as per 3.8 this section.

1.6 SEQUENCING AND SCHEDULING

A. Notify the County Inspector assigned to the subdivision or Project Coordinator assigned to project prior to pouring backfilling or form work.

B. Coordinate connection to existing private and public drainage system with Owner and/or County.

C. Coordinate with adjacent utilities work.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 PIPE

Meet the following requirements of *FDOT Specifications*, *Latest Edition*:

Reinforced Concrete Pipe	Section 449
Round Rubber Gaskets	Section 942
Corrugated Steel Pipe & Pipe Arch	Section 943
Corrugated Aluminum Pipe & Pipe Arch	Section 945
Corrugated Polyethylene Pipe	Section 948
Polyvinyl Chloride (PVC)	Section 948

2.1.2 MANHOLES

A. Precast Concrete Manholes: Per FDOT Standard Specification 425-5 and ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.

B. Cast-in-Place Manholes: Per FDOT Standard Specification 425 Cast reinforced concrete of dimensions and with appurtenances indicated.

C. Manhole Frames and Covers: Construct Per FDOT Standard Specification 42 5-3.2 and FDOT Design Standards. All units shall bear the lettering "STORM SEWER" cast into cover. All proposed substitutes must have equal or greater opening sizes and weights.

2.1.3 INLETS

A. Precast Concrete Catch Basins Inlets: Construct per FDOT Standard Specification 425-5.

B. Cast-in-Place Inlets: Construct per FDOT Standard Specification 425 to dimensions and with appurtenances indicated.

1. Bottom, Walls, and Top: Reinforced concrete.
2. Channel and Bench: Concrete.

C. Inlet Frames and Grates: Per FDOT Standard Specification 425-3.2 & FDOT Design Standards. All units shall bear the lettering "STORM SEWER" cast into cover.

2.1.4 END TREATMENT

General: Head wall, apron, and mitered ends, per FDOT Standard Specification 430-4.6.

2.2 CONCRETE AND REINFORCEMENT

A. Concrete: Portland cement mix, 3,000 psi; shall be in accordance with Section 03300.

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Reinforcement: Steel conforming to the following:

1. Fabric: ASTM A 185, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

C. Forms:

1. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces without distortion or defects. Material shall be of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal.

2. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Release agent to be within allowable volatile limits according to applicable local, state and federal codes.

2.3 MASONRY

Materials for accessories shall be per FDOT Standard Specification 949. Mortar shall be one part Portland cement and three parts masonry sand to which shall

be added lime putty in the amount of 50% of the volume of cement. Special commercial mortar mixes may be used if approved by the Engineer. All masonry materials shall conform to the latest applicable ASTM specifications. Set all masonry units in full beds of mortar, with full joints and strike all joints flush. Masonry reinforcements shall be galvanized Dur-O-Wal, or approved equal, and shall be installed at every other bed joint. Hollow block shall be poured solid with re-bar as designed.

2.4 CURING MATERIALS

Conform to FDOT Standard Specification 520-8.

2.5 BEDDING STONE

Subbase or base materials shall meet requirements of FDOT Standard Specification 530-2.3.

PART 3 - EXECUTION

3.1 EXCAVATIONS FOR MANHOLES, INLETS, AND PIPE

Excavation shall be sufficient enough to leave at least 12 inches in the clear between their outer surfaces and the embankment. Excavation for all structures shall be made to the dimensions and elevations indicated on the drawings. Where the excavation is made below the indicated elevations, the excavation shall be restored to the proper elevation with compacted suitable material without extra compensation.

3.2 PREPARATION OF FOUNDATION FOR BURIED STORMWATER SYSTEMS

A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.

B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid, and backfill with bedding stone per FDOT Standard Specification 530-2.3 to indicated level.

C. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.3 PIPE INSTALLATION

A. Drawings (plans and details) indicate the general location and arrangement of the underground stormwater system piping. Location and arrangement of piping layout takes into account many design considerations. Install the piping as indicated, to the extent practical.

Deviations shall be approved by the County.

B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. When installing gaskets, seals, sleeves, and couplings, follow manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

The pipe shall be carefully examined for defects and the inside cleaned. After placing pipe in the ditch, the ends shall be wiped free from all dirt, sand and foreign material. All pipe and joints shall be made, handled, and installed in strict accordance with the manufacturer's recommendations and instructions. Install pipe in accordance with FDOT Standard Specification 430.

C. Install piping pitched down in direction of flow, at minimum slope per plans and in accordance with manufacturer's recommendations, specifications, and design plans.

D. Boring: Install pipe under streets or other obstructions that cannot be disturbed, by boring, jacking, or a combination of both. These methods of installation are not allowed for newly paved roadways. Utility conduit should be installed prior to paving.

E. All RCP joints shall be sock/filter wrapped prior to backfilling unless a manufacturer recommended coupling is used.

F. Field repairs of pipeline shall be in strict accordance with manufacturer's recommendations and specifications.

G. Only conventional concrete pipe shall be allowed under dedicated County roads.

H. Pipe Cover: Cover shall be a minimum of 12", unless approved by the County.

I. Pipe Size: Minimum Pipe size shall be 18" diameter or equivalent, unless approved by the County.

3.4 MANHOLES

A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finished grade, unless otherwise indicated.

B. Place precast concrete manhole sections as indicated, and install in accordance with ASTM C 891.

C. Construct cast-in-place manholes as indicated.

D. Provide rubber joint gasket complying with ASTM C443 at joints of sections; or apply bituminous mastic coating at joints of sections.

3.5 INLETS

A. Construct inlets to sizes and shapes indicated per FDOT Standard Specification 425-6, or as modified in the plans.

B. Set frames and grates to elevations indicated.

C. Inlet throat openings larger than 7" in height must be equipped with horizontal trash bar(s). Trash bar(s) shall be 1” diameter galvanized rod installed in the center of the opening, or evenly spaced if more than one is used.

3.6 OUTFALL STRUCTURES

A. Pipe systems shall be utilized for primary out fall of retention/detention areas.

B. Weirs and flumes will not be acceptable for use as primary pond outfall structures or to primarily route stormwater to retention/detention areas at the end of down-gradient roadways.

3.7 END TREATMENT

Construct End Treatment per FDOT Standard Specification 430-4.6.

3.8 STORMWATER SYSTEM BACKFILL

Place and compact backfill material in accordance with Section 02300 and FDOT Specification 125-8.

3.9 CLOSING OUT-OF-SERVICE STORMWATER SYSTEMS

A. Out-of-Service Piping: Close open ends of out of service underground piping that is indicated to remain in place. Provide sufficiently strong closures to withstand hydrostatic or earth pressure that may result after pipe ends have been closed and grout filled with non-shrink grout.

1. Close open ends of concrete pipe or structures with not less than 8-inch-thick brick masonry bulkheads and grout fill.

2. Close open ends of other piping with plastic plugs, or other acceptable methods suitable for size and type of material being closed. Wood plugs are not acceptable.

B. Out-of-Service Structures: Remove structure and close open ends of the remaining piping or remove top of structure down to not less than 3 feet below final grade; fill structure with stone, rubble, gravel, compacted dirt, or flowable fill to within 1 foot of top of structure remaining, and fill with concrete.

3.10 FIELD QUALITY CONTROL

A. Refer to Section 03300 for Concrete Testing and 02300 for Earthwork Testing.

B. Cleaning: Interior of piping and structures shall be cleared of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.

2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.

3. Flush piping between manholes, to remove collected debris.

C. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.

1. Make inspections after pipe between manholes has been installed, cleaned and approximately 2 feet of backfill is in place, and again at completion of project. Each section of pipe between structures is to show from either end on examination, a full circle of light. Each appurtenance to the system shall be of the specified size and form, to be neatly and substantially constructed, with the top set permanently to exact position and grade.

2. If inspection indicates poor alignment, debris, displaced pipe, infiltration, or other defects, correct such defects and re-inspect. All repairs shown necessary by the inspections are to be made, broken, cracked, or punctured pipe replaced, all deposits removed and the pipe left true to line and grade as herein specified, or shown on the plans, entirely clean and free from abnormalities and ready for use at no additional expense to the County.

3. All stormwater pipes will be subject to video camera inspection by County staff.

D. Trench Backfill Around and Above Pipe:

1. In each compacted backfill layer, perform density test as specified in Section 02300.

2. Other tests may be required at County's discretion.

E. Clean Up: Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, to as good as condition as existed before work started. All trenches shall be leveled and loose material removed from pavement gutters, sidewalks, pipelines, and inlet sediment traps, employing hand labor, if necessary.

F. Pipe Inspection: The County may elect for the contractor to perform pipe inspection according to the following.

For pipes installed under the roadway, inspection is to be conducted when backfill reaches 3 feet above the pipe crown or upon completion of placement of the stabilized subgrade. For pipe installed within fills, including embankments confined by walls, inspection is to be conducted when compacted embankment reaches 3 feet above the pipe crown or the finished earthwork grade as specified in the Plans. Prior to conducting the inspection, submit to the Engineer a video recording schedule for videoing, dewater installed pipe, and remove all silt, debris and obstructions. Submit pipe videoing and reports to the County for review prior to the continuation of paving.

For pipe 48 inches or less in diameter, submit to the Engineer a video DVD. For all pipe types, provide a Pipe Observation Summary Report for each pipe run that includes:

1. Actual recorded length and width measurements of all cracks within the pipe.
2. Actual recorded separation measurement of all rigid pipe joints.
3. Detailed written observations of leaks, debris, or other damage or defects.

For flexible pipe types, submit a Pipe Quality Report for each pipe run that includes:

1. Representative diameter of the pipe.
2. Pipe deformation/deflections measurements with the 5% deflection limit clearly delineated.

Reports submitted in electronic media are preferred. The Engineer may waive this requirement for side drains and cross drains which are short enough to inspect from each end of the pipe.

G. Video Report: Provide a high-quality DVD in a MPEG2 format video with a standard resolution of 720 x 480. Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. The video will include identification before each section of pipe filmed. The identification will include the project number, the structure number corresponding to the structure number in the Plans for the project, size of pipe, the date and time, and indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Submit these notes along with the video.

Move the camera through the pipe at a speed not greater than 30 feet per minute. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. Film the entire circumference at each joint. Stop the camera and pan when necessary to document and measure defects. Position the camera head perpendicular to all defects requiring measurement by the video micrometer.

H. Reinspection: At any time after reviewing the submitted pipe inspection reports, the Engineer may direct additional inspections. If no defects are observed during the reinspection, the County will pay for the cost of the reinspections. If defects are observed, the reinspection and all work performed to correct the defects will be done at no cost to the County. Acceptance of all replacements or repairs will be based on video documentation of the completed work prior to Final Completion.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be (1) the number of inlets, manholes, end walls, mitered end sections, flared end sections, junction boxes, and yard drains, including fittings and appurtenances, completed and accepted; (2) length of pipe to the nearest foot of type specified; and (3) the number of structures of these types (including also valve boxes and monument boxes) satisfactorily adjusted.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for finishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all the gratings, frames, covers, and any other necessary fittings.

If the County elects for the contractor to perform pipe inspection, payment shall be made under a separate line item and be based upon linear foot of pipe videoing. No additional payment will be made for cleaning new stormwater pipe systems.

END OF SECTION 02600

SECTION 02800 - FENCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 550 and* Florida Department of Transportation *Design Standards Index 800, Latest Editions*

1.2 SUMMARY

A. This Section includes, but is not limited to, the following:

1. Chain link fence

2. Farm Fence

3. Wood privacy fence

B. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the County.

1.3 PROJECT CONDITIONS

A. Traffic: Conduct fencing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities and to minimize disturbance of the activities of adjacent property owners. Do not close or obstruct streets, walks, or other occupied or used facilities without prior approval.

B. Security: Do not leave any fence unfinished or incomplete which might allow the escape of livestock or household pets, access to a private/public pool or pond, etc without temporary measures in place during construction.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver material in manufacturer's original packaging with all tags and labels intact and legible.

B. Handle and store material in such a manner as to avoid damage.

PART 2 - PRODUCTS

2.1 CHAIN LINK FENCING:

Chain link fence shall meet the requirements of FDOT *Design Standards Index 802*.

2.2 GATES

A. Swing Gates: Per FDOT Design Standards Index 802, as modified herein, construct of 1.625" o.d. steel pipe galvanized in accord with ASTM A-53 and weighing 2.27 pounds per lineal foot. Provide gates more than 8 feet wide with either intermediate members or diagonal truss rods. Provide gates less than 8 feet wide with truss rods or intermediate braces. Arrange latches for padlocking to provide accessibility from both sides of the gate. Where a double swing gate is called out, Construct Concrete Anchor rod Base 8” in diameter a nd 4” deep flush with top of ground. Opening in base for rod shall accommodate standard size in accordance with manufacturer and shall be PVC or galvanized steel pipe.

B. Slide Gates: shall be constructed per FDOT Design Standards Index 803.

2.3 ACCESSORIES

Post Tops: pressed steel, or malleable iron. Where top rail is used, provide post tops to permit passage of top rail.

2.4 FARM FENCING

Farm Fencing shall meet the requirements of FDOT Design Standards Index 801.

2.5 WOOD PRIVACY FENCE

A. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the County.

B. Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 3 - EXECUTION

3.1 CHAIN LINK FENCING

Chain link fence shall meet the requirements of FDOT Design Standards Index 802.

A. Drill holes for post footings in firm, undisturbed or compacted soil.

B. Place concrete around posts in a continuous pour, tamp for

consolidation. Check each post for vertical and top alignment.

C. Set Keepers, stops, sleeves and other accessories into concrete as required.

D. Topping of the fence with barbed wire shall not be included unless specifically shown on the plans.

3.2 INSTALLATION

A. Brace Assemblies: install braces so posts are plumb when diagonal rod is under proper tension.

B. Tension Wire: install tension wires before stretching fabric and tie to each post with ties or clips.

C. Fabric: pull fabric taut 2 inches above grade level and tie to posts, rails, and tension wires. Attach fabric to terminal or gateposts by a stretcher bar and clip to other framework so that fabric remains in tension after pulling force is released.

D. Hinge gates to swing through 180 degrees from closed to open.

3.3 FARM FENCING

A. General installation shall be in accordance with FDOT Design Standards Index 801, as modified herein.

B. Fence shall be installed with wire side to the private property side.

C. Topping of the fence with barbed wire shall not be included unless existing farm fence includes barbed wire topping.

3.4 WOOD PRIVACY FENCING:

Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. GENERAL

The quantities to be paid for will be either the number of gates, the length of each type of fence, the number of corner post assemblies, constructed and accepted for the length of each type of fence with all other items necessary for construction as incidental. In addition, extra payment will be

made, for additional lengths of post approved by the County.

B. MEASUREMENT OF FENCE LENGTH

The length of fence to be paid for will be measured along the bottom of the fabric, out-to-out of end posts, in the completed and accepted fence. Measurement for Resetting Fence will be the actual length of existing fence reset, including gates when applicable.

C. CORNER POST ASSEMBLIES, PULL, AND END POST ASSEMBLIES

The number of corner post assemblies and of pull and end post assemblies to be paid for will be the number of such post as semblies constructed and accepted.

4.2 BASIS OF PAYMENT

A. BASIC ITEMS OF FENCING

The contract unit price will be full compensation for all work and materials necessary for the complete installation, including line posts, but not including the corner, end, and pull posts and the assemblies thereof.

B. ITEMS OF POST ASSEMBLIES

The Contract unit prices for the items of Corner Post Assemblies and Pull and End Post Assemblies will include the posts and the complete assemblies therewith for each such item. Approach posts and brace posts will be considered as part of the assembly of the corner, end, or pull post serves as a brace in more than one horizontal line.

C. PAYMENT RATES FOR EXTRA-LENGTH POSTS

For any length of posts in excess of the standard length for each particular type of post, approved by the Engineer as provided above, payment will be made for each foot in excess of the standard length at the percentage of the Contract unit price per foot for the item of Fencing, as shown in the following schedule:

Total Post Length	Steel and Aluminum Posts	Recycled Plastic & Timber Posts
Standard up to 14’	50%	60%
Between 14’ – 20’	60%	80%
Over 20’ *	*	*

*When the length of post exceeds 20 feet, the work of finishing and installing such posts and the costs incidental thereto will be paid for as unforeseeable through a change order.

The standard length of steel, recycled plastic and aluminum posts will be the required length as indicated in the plans for each type and case. The above provisions for extra length payment will apply to end, corner and pull posts.

The payment for additional length of post will include the cost of additional concrete to extend concrete bases, as applicable.

D. GATE PAYMENT

The quantities to be paid for will be full compensation for all labor, materials, posts and associated hardware for the complete installation of the type gate specified in the plans, and accepted by the County.

END OF SECTION 02800

SECTION 02900 - GRASSING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specifications Sections apply to this Section.

B. Florida Department o f Transportation*, Standard Specifications for Road and Bridge Construction,* Section 570 and Section 981, *Latest Edition*

1.2 SUMMARY

Extent of grassing work is as specified or shown on the construction plans. Sodded areas disturbed during construction shall be re-sodded to match existing. Areas disturbed beyond specified construction area shall be sodded, at no additional expense, either to match existing or as per County direction.

1.3 SUBMITTALS

See par agraph 1. 9 A *Quality Control/Quality Assurance Submittals*, Section 1300.

1.4 DELIVERY AND STORAGE

A. General: Seed, fertilizer, sod and other grassing materials shall be stored under cover and protected from damaged which would make them unacceptable for use.

B. Seed: All seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitation for bids. All seed shall be furnished in sealed standard containers, unless exception is granted in writing. Seed, which has become wet, moldy, or otherwise damaged in transit or in storage, shall not be used.

C. Fertilizer: Fertilizer shall be delivered to the site in the original, unopened containers, each b earing the manufacturer's guaranteed analysis. Any fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, shall not be used.

D. Sod: Do not use sod which has been cut (stripped) for more than 48 hours. Stack all sod that is not planted 24 hours after cutting and maintain proper moist condition.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lime: Lime shall be ground limestone (Dolomite) containing not less than 85 percent of total carbonates, and shall be ground to such a fineness that 50-percent will pass a 100-mesh sieve and 90-percent will pass a 20-mesh sieve.

B. Fertilizer: Apply fertilizer at the following rates:
10-10-10 1000 lbs/acre=0.2 lbs/sq yd
13-13-13 770 lbs/acre=0.16 lbs/sq yd

C. Seed: Apply seed at the rate as specified:

GRASS SEEDING RATES (Lbs/Ac)

TYPE OF SEED	**ZONE I**				**ZONE II**			
	COASTAL*		**INLAND**		**COASTAL***		**INLAND**	
	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar	Mar.-Nov.	Nov.-Mar.
PERMANENT GRASSES								
Unhulled Bermuda**		90		20		90		20
Hulled Bermuda**	60		15		60		15	
Bahia (Argentine or Pensacola)			180	180			180	180
QUICK GROWING GRASS								
Annual Rye Grass		90		90		90		90
TOTAL POUNDS PER ACRE	60	180	195	290	60	180	195	290

* Locations where salt sensitive plants may be adversely affected by high concentrations of salt in soils, water, or air. This may include seaside locations, low-lying areas subjected to periodic saltwater inundation from storms or high tides, or where salt intrusion into groundwater supply has occurred.

** Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

NOTE: All seeding shall be performed meeting the requirements of Section 570 of the Standard Specifications

Activities such as clearing, grading, and excavating that will disturb one or more acres of land require coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities from the Florida Department of Environmental Protection, and implementation

of appropriate pollution prevention measures to minimize erosion and sedimentation. Please refer to the National Pollutant Discharge Elimination System (NPDES) Permit.

E. Mulch: The mulch material shall be dry straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass, hay or compost; and shall be free from noxious weeds and plants. Any plant officially listed, as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Furnish to the engineer, prior to incorporation onto the project, a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the Mulch materials are free of noxious weeds. Any such noxious plant or plant part found to be delivered shall be removed by the Contractor at his expense. Only undeteriorated mulch, which can readily be cut into the soil, shall be used. The “air-dry” weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer. Apply mulch at a rate of 2 ton/acre or 1 lb/sq yd.

E. Sod: All sod shall be healthy Centipede Sod unless otherwise required. Sod shall be strongly rooted, free of weeds and undesirable grasses and capable of providing vigorous growth and development when planted. Sod shall match existing species where restoration is required as a result of the Contractor's work.

PART 3 - EXECUTION

3.1 REQUIREMENTS

All areas disturbed by the Contractor's operations, shall be grassed, unless otherwise noted.

3.2 PLANTING SEED

A. Grading: Areas to be grassed shall be graded to remove depressions, undulations, and irregularities in the surface before grassing. Adhere to grades as shown on plans.

B. Tillage: The area to be grassed shall be thoroughly tilled to a depth of four inches using a plow and disc harrow or rotary tilling machinery until a suitable bed has been prepared and no clods or clumps remain larger than 1½ inches in diameter. Remove sticks, roots, and rubbish.

C. Applying Lime: The pH of the soil shall be determined. If the pH is below 5.0, sufficient lime shall be added to provide a pH between 5.5 and 6.5. The lime shall be thoroughly incorporated into the top three to four inches

of the soil. Lime and fertilizer may be applied in one operation.

D. Applying Fertilizer: Fertilizer shall be applied in accordance with the rates specified in Part 2, and shall be thoroughly incorporated into the top three to four inches of soil before sod is installed. FDOT Section 982.

E. Seed and Mulch: Apply in accordance with the rates specified in Part 2.

F. Maintenance: Maintenance shall begin immediately following the last operation of grassing and continue until final acceptance. Maintenance shall include watering, mowing, replanting, and all other work necessary to produce a uniform stand of grass, all at the contractor's expense.

3.3 PLACING SOD

A. Use Centipede sod (Eremochloa ophiuroides) unless otherwise required. The sod shall have a thick mat of roots (minimum 2") with enough adhering soil to assure growth. Apply sod within 48 hours of stripping. Protect sod against drying and breaking of rolled strips.

B. Placement: Prepare the g ound by loosening the soil. Place sod perpendicular to the slope. Place sod on the prepared soil to form a solid mass with tightly fitted joints. Ensure the butt ends and sides of sod strips do not overlap. The seam should have a flush tight transition from new to existing sod with no overlap. Stagger strips to avoid a continuous downhill seam. Tamp or roll lightly to ensure contact with subgrade. Tamp the outer edges of the sodded area to produce a s mooth contour. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering o f adjacent g rass. Water sod thoroughly with a fine spray immediately after planting.

C. Pinning: All sod placed on a slope steeper than 3:1 shall be pinned, at the top of the sod, at a rate listed in the table below:

Sod Size	Pins Required
Square Sod	2 pins per sod square
Mini Roll	3 pins per roll
Standard Rolls	1 pin per linear foot

C. Watering: Keep sod continuously moist to a depth below the root zone for three weeks after placement. If there is no water available to the site, the Contractor shall provide the water. Do not water in excess of 1" (one inch) per square yard per week for establishment.

D. Clean-Up: All excess soil, excess grass materials, stones, pallets and other waste shall be removed from the site daily and not allowed to accumulate. All paved areas shall be kept clean at all times.

E. Maintenance: Maintain sod by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, and re-planting as required to establish a lawn free of eroded or bare areas and acceptable to the County. Where inspected work and materials do not comply with requirements, replace rejected work and continue maintenance until re-inspected by County and found to be acceptable. Remove rejected materials promptly from the project site. FDOT Section 570-4.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be for the following items, completed and accepted: square yards of seeding, square yards of seeding and mulching, and square yards of sodding.

4.2 BASIS OF PAYMENT

Prices and payments will be full compensation for all work and materials specified in this Section.

END OF SECTION 02900

SECTION 03300 – PORTLAND CEMENT CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

B. Florida Department of Transportation (FDOT), *FDOT Material's Manual, Chapter 9.2, Volume II, FDOT Standard Specifications for Road and Bridge Construction, Section 346, 347, 350, 400, 522, & 925, Latest Edition.*

1.2 SUMMARY

This Section includes concrete work for the following:

1. Roadways
2. Parking lots
3. Curbs and gutters
4. Walkways
5. Pads
6. Flumes
7. Curb Ramps
8. Cast in Place Structures

1.3 SUBMITTALS

A. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials, and others if requested by the County.

B. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material certificates in lieu of material laboratory test reports when permitted by the County. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.

1.4 PROJECT CONDITIONS

A. Traffic Control: Comply with requirements of Escambia County Specification, Section 04060, "Maintenance of Traffic."

B. Utilize flagmen, barricades, warning signs and warning lights as required, as shown on plans, or as directed by the County.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Concrete shall conform to requirements of FDOT Standard Specification, Sections 346, 347, & 522 for curbs, gutters, sidewalks, structures and miscellaneous concrete.

B. Concrete for pavement shall conform to requirements of FDOT Standard Specification, Section 350.

C. Curb Ramps shall conform to FDOT Design Standards Index 304.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars and Tie Bars: ASTM A 615, Grade 60, deformed.

B. Welded Steel Wire Fabric: ASTM A 185.

1. Furnish in flat sheets, not rolls.

C. Deformed-Steel Welded Wire Fabric: ASTM A 497.

D. Fabricated Bar Mats: Welded or clip-assembled steel bar mats, ASTM A184. Use ASTM A615, Grade 60 steel bars, unless otherwise indicated.

E. Joint Dowel Bars: Plain steel bars, ASTM A615, Grade 60. Cut bars true to length with ends square and free of burrs.

F. Hook Bolts: ASTM A307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

G. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications. Use supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Portland Cement: Type I, Type IP, Type IS, Type IP (MS), Type II, or Type III.

1. Use one brand of cement throughout Project.

2. All concrete shall develop a 28-day compressive strength of 3000 psi for non -structural (NS). If any concrete should fail to meet the strength requirement the structure shall be removed as necessary to remove the defective concrete and shall then be rebuilt at the Contractor's expense.

B. Fly Ash: ASTM C618, Class C or Class F.

C. Normal-Weight Aggregates: ASTM C33, Class 4, and as follows. Provide aggregates from a single source.

1. Maximum Aggregate Size: 1-1/2 inches.

2. Do not use fine or coarse aggregates that contain substances that cause spalling.

3. Local aggregates not complying with ASTM C33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Engineer.

D. Water: Potable.

E. Fiber Reinforcement: Synthetic fibers engineered and designed for secondary reinforcement of concrete slabs, complying with ASTM C1116, Type III.

2.4 ADMIXTURES

A. Provide concrete admixtures that contain not more than 0. 01 percent chloride ions.

B. Air-Entraining Admixture: ASTM C260, certified by manufacturer to be compatible with other required admixtures.

C. Water-Reducing Admixture: ASTM C494, Type A.

D. High-Range Water-Reducing Admixture: ASTM C494, Type F or Type G.

E. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C494, Type D.

2.5 CONCRETE MIX

A. Prepare design mixes for each type and strength of normal-weight concrete

per FDOT Standard Specification, Section 346-6.2 and FDOT Material's Manual, Chapter 9. 2, Volume II. Use a qualified independent testing laboratory for preparing and reporting proposed mix designs. Do not use the Owner's field quality-control testing laboratory as the independent testing laboratory.

B. Fiber Reinforcement: Add to mix at rate of 1. 5 l b per cu. yd., unless manufacturer recommends otherwise.

C. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, project conditions, weather, test results, or other circumstances warrant.

2.6 CONCRETE MIXING

Ready-Mixed Concrete: Comply with requirements of FDOT Standard Specification, Section 346-7 and FDOT Material's Manual, Chapter 9.2, Volume II.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION FOR CONCRETE PAVEMENT

A. Proof-roll prepared base or subgrade surface to check for unstable areas and verify need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive paving.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install sufficient forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork and screeds for grade and alignment to following tolerances:

1. Top of Forms: Not more than 1/8 inch in 10 feet.

2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.

C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

3.3 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for " Placing Reinforcing Bars" for placing and supporting reinforcement. Comply with FDOT Standard Specification, Section 350-7.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Secure reinforcemen einforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction. Use of chairs is required. Welded wire fabric shall not be “pulled” to center of slab.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

A. General: Construct control (contraction) joints, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.

B. Control (Contraction) Joints: Control joints are grooved, formed, or sawed into sidewalks, driveways and concrete pavements so that cracking will occur in these joints randomly. If not specified on drawings, intervals shall be not greater than 10 feet or less than 5 feet. Construct control joints for a depth equal to at least 1/4 of the concrete thickness, as follows:

1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into hardened concrete when cutting action will not tear, abrade, spawl or ot herwise dam age s urface and before development of

random contraction cracks.

3. Inserts: Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.

C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than ½ hour, unless paving terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless indicated otherwise. Embed keys at least 1-1/2 inches into concrete.

2. Continue reinforcement across construction joints unless indicated otherwise.

D. Expansion Joints: Form expansion joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 30 feet, unless indicated otherwise or directed by County.

2. Extend joint fillers full width and depth of joint, not less than ½ inch or more than 1 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.

3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.

4. Protect top edge of joint filler during concrete placement with a metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

E. Filler and Sealants: Submit specifications to Engineer for approval.

F. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one half of dowel length to prevent concrete bonding to one side of joint.

3.5 CONCRETE PLACEMENT

A. Comply with requirements of FDOT Standard Specification, Sections 350-8

and 400-7 for placing concrete.

B. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place. No concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. Deposit concrete as nearly as practical to its final location to avoid segregation. When concrete placing is interrupted for more than ½ hour, place a construction joint.

C. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

D. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, floating, or tamping. Use equipment and procedures to consolidate concrete complying with FDOT Standard Specification, Section 350-9.

E. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.

F. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to County.

G. Curbs and Gutters: Shall be constructed in accordance with FDOT Specs. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete.

H. Slip-Form Pavers: When automatic machine placement is used for paving, submit revised mix design and laboratory test results that meet or exceed requirements. Produce paving to required thickness, lines, grades, finish, and jointing as required for formed paving. Compact subgrade of sufficient width to prevent displacement of paver machine during operations.

I. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength, or sufficient strength to carry loads without damage or injury. Maturity Method Testing, as outlined in FDOT Standard Specification, Section 353-10.2, should be used to determine

concrete strength.

J. Cold-Weather Placement: Comply with provisions of FDOT Standard Specification, Sections 346-7.4 and 400-7.1.1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

K. Hot-Weather Placement: Place concrete complying with FDOT Standard Specification, Sections 346-7.5 and 400-7.1.2, and as specified when hot weather conditions exist.

3.6 CONCRETE FINISHING

A. Float Finish: Begin floating when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand -floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/8 inch in 10 feet as determined by a 10-foot-long straight-edge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across concrete surface perpendicular to line of traffic to provide a uniform fine line texture finish.

2. Tine Finishes: Apply to curb cut ramps and other areas as noted on the drawings. Finish shall be applied by an approved hand method and shall consist of transverse grooves which are 0.03 to 0.12 inch in width and 0.10 to 0.15 inch in depth, spaced at approximately ½ inch center to center.

B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to the following radius. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces. Radius: ½ inch.

3.7 CONCRETE PROTECTION AND CURING

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of FDOT Standard Specification, Sections 350-11 and 925.

3.8 QUALITY CONTROL TESTING

A. A qualified, accredited testing and inspection laboratory, under the direction of a Professional Engineer, licensed in the State of Florida, shall sample materials, perform tests, and submit test reports during concrete placement as follows:

1. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94. All concrete should be sampled by ACI certified technicians.

    a. Slump: ASTM C143; one test at point of placement for each compressive-strength test but no less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.

    b. Air Content: ASTM C231, pressure method; one test for each compressive-strength test but no less than one test for each day's pour of each type of air-entrained concrete.

    c. Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40 deg F (4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.

    d. Compression Test Specimens: ASTM C31; one set of four standard cylinders for each compressive- strength test, unless directed otherwise. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

    e. Compressive-Strength Tests: ASTM C39; one set for each day's pour of each concrete class, plus one set for each additional 50 cu. yd. Test one specimen at 7 days, two specimens at 28 days, and retain one specimen in reserve for earlier or later testing if required. Class I Concrete NS compression test specimens cylinders are not required, except as directed by County.

    f. Contractor shall repair the area to the satisfaction of the Engineer where material was removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall pay for retesting of same.

2. Basis for acceptance of concrete will be per FDOT Standard Specification, Sections 346-8 through 346-11.

B. Test results will be reported in writing to the County, within 24 hours of testing. Reports of compressive strength tests shall contain the Project identification name and number, date and location of concrete placement, name of concrete testing laboratory, concrete type and class, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day and 28-day tests.

C. Nondestructive Testing: Non-destructive test methods may be used with approval of the Engineer, but shall not be used as the sole basis for acceptance or rejection.

D. Additional Tests: The testing laboratory will make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Engineer. Testing laboratory may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.9 REPAIRS AND PROTECTION

A. Remove and replace concrete work that is broken, damaged, or defective, or does not meet the requirements of this Section.

B. Drill test cores where directed by the County when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory concrete areas with Portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from concrete pavement for at least 14 days after placement. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete work free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the plan quantity, in square yards, of Plain Cement Concrete Pavement, Reinforced Cement Concrete Pavement, square yards of sidewalk, and linear feet of curb and/or gutter.

4.2 JOINTS AND CRACKS

The Contractor shall include the cost for Cleaning and Sealing Joints in the cost of the newly constructed pavement for: (1) transverse and longitudinal joint construction for new pavement; and (2) abutting joints between existing pavement and new pavement.

For replacing joint seals and sealing random cracks in existing Portland cement concrete pavement, the quantity to be paid for will be as specified below:

A. The length of pavement joint that has been satisfactorily cleaned and sealed in existing Portland cement concrete pav ement, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Resealing Joints.

B. The length of random cracks in existing Portland cement concrete pavement that have been satisfactorily cut, cleaned, and sealed, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Sealing Random Cracks.

4.3 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including any preparation of the subgrade not included in the work to be paid for under another Contract item; all transverse and longitudinal joint construction, including tie-bars and dowel bars; the furnishing of test specimens; repair of core holes; and all incidentals necessary to complete the work.

END OF SECTION 03300

SECTION 03310 – TIED CONCRETE BLOCK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

A. Scope of Work The Contractor shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of tied concrete erosion control mats in accordance with the lines, grades, design and di mensions shown on the Contract Drawings and as specified herein.

1.3 SUBMITTALS

A. The Contractor shall submit to the Engineer all manufacturer's performance research results and calculations in support of the tied concrete block mat system. Calculations and shop drawings shall be provided by the manufacturer for the means and methods necessary to place the mats in accordance with PART 2.A and in accordance with the plans. The shop drawings shall indicate the size and location of mats and placement along with providing the details and how the mats are tied together and are to be moved.

B. The Contractor shall furnish to the Engineer all manufacturers' specifications, literature, shop drawings for the installation of the mats, and any recommendations, if applicable, that are specifically related to this project.

PART 2 – PRODUCTS

2.1 PROJECTS

A. General Tied concrete block mats shall be manufactured or field fabricated from individual concrete blocks tied together with a high strength geogrid.

Each block shall be tapered, beveled and interlocked. Each block shall incorporate interlocking surfaces or connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

B. Tied Concrete Block Mat

1. Scope: This specification covers concrete blocks for erosion control

mats used for stabilizing channels.

2. Materials Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:

   a. Portland Cements -Specification C 150, for Portland Cement.
   b. Blended Cements -Specification C 595, for Blended Hydraulic Cements.
   c. Hydrated Lime Types -Specification C 207, for Hydrated Lime Types.
   d. Pozzolans -Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.

   Aggregates shall conform to the following ASTM specifications, except that grading requirements shall not necessarily apply: Normal Weight -Specification C 33, for Concrete Aggregates.

3. Physical Requirements Durability. The manufacturer shall satisfy the purchaser by proven field performance that the concrete units have adequate durability even if they are to be subjected to a freeze-thaw environment.

TABLE 1. PHYSICAL REQUIREMENTS			
Compressive Strength Net Area Min. psi (mPa)		Water Absorption Max., lb/ft3 (kg/m3)	
Avg. of 3 units	Individual Unit	Avg. of 3 units	Individual Unit
4,000 (27.6)	3,500 (24.)	10 (160)	12 (192)

4. Visual Inspection: All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection.

5. Sampling and Testing: The purchaser or his authorized representative shall inspect the units upon delivery. Units missing more than 4 blocks per 80 square feet section shall be deemed grounds for rejection.

6. The tied concrete block mats shall have one or more of the following nominal characteristics: Minimum open area of 10%

   The tied concrete block mat shall exhibit resistance to mild concentrations of acids, alkalis, and solvents.

   Polypropylene Geogrid Revetment mat shall be constructed of high tenacity, low elongating, and continuous filament polypropylene fibers.

Interlocking geogrid shall have the following physical characteristics:
Mass/Unit Area: ASTM D-5261 7.0 oz/yd2 240 g/m2
Aperture Size: Measured 1.6 x 1.6 inch 40 x 40 mm
Wide Width Tensile Strength:
Machine Direction (MD) ASTM D-6637 2,055 lb/ft 30 kN/m Cross
Machine Direction (CMD) ASTM D-6637 2,055 lb/ft 30 kN/m
Elongation at Break: ASTM D-6637 6% 6%
Tensile Strength @ 2% :
Machine Direction (MD) ASTM D-6637 822 lb/ft 12 kN/m
Cross Machine Direction (CMD) ASTM D-6637 822 lb/ft 12 kN/m
Tensile Strength @ 5% :
Machine Direction (MD) ASTM D-6637 1,640 lb/ft 24 kN/m Cross
Machine Direction (CMD) ASTM D-6637 1,640 lb/ft 24 kN/m
Tensile Modulus @ 2%:
Machine Direction (MD) ASTM D-6637 41,100 lb/ft 600 kN/m Cross
Machine Direction (CMD) ASTM D-6637 41,100 lb/ft 600 kN/m
Tensile Modulus @ 5%:
Machine Direction (MD) ASTM D-6637 32,900 lb/ft 480 kN/m Cross
Machine Direction (CMD) ASTM D-6637 32,900 lb/ft 480 kN/m

NOTE: Polypropylene geogrid shall be determined by the manufacturer.

Tied concrete block mats are packaged in rolls. These are packaged with high strength lifting straps for moving material into place with an excavator.

PART 3 – CONSTRUCTION

A. Prior to placing the tied concrete block mats, prepare the sub grade as detailed on the plans. All subgrade surfaces prepared for placement of mats shall be smooth and free of all rocks, stones, sticks, roots, other protrusions, or debris of any kind.

B. The prepared surface shall provide a firm unyielding foundation for the mats with no sharp or abrupt changes or breaks in the grade.

C. Apply seed directly to the prepared soil prior to installation of the Tied Concrete Block Mat. Use seed per project specifications.

D. Install mats to the line and grade shown on the plans and according to the manufacturer's installation guidelines.

E. The manufacturer will provide technical assistance during the slope preparation and installation of the tied concrete block mats as needed.

C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The completed work as described shall be measured and paid for at the contract unit price per square yard.

4.2 BASIS OF PAYMENT

Prices and payment for Tied Concrete Block Material will be full compensation for all work (including but not limited to labor, equipment, and materials) specified in this Section, including any preparation of the Subgrade not included in the work to be paid for under another Contract item, and all incidentals necessary to complete the work.

END OF SECTION 03310

SECTION 03350 – PERVIOUS CONCRETE PAVING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work to be completed under this contract includes the furnishing of all labor, materials and equipment necessary for the construction of the dual-use system in accordance with the plans and these specifications.

1.2 REFERENCES

A. Environmental Protection Agency (EPA)
   1. Green Infrastructure - Statement of Intent

B. National Institute of Building Sciences (NIBS)
   1. Federal Green Construction Guide for Specifiers

C. American Concrete Institute (ACI)
   1. ACI 305 "Hot Weather Concreting"
   2. ACI 306 "Cold Weather Concreting"
   3. ACI Flatwork Finisher Certification Program
   4. ACI Field Technician Certification Program

D. American Society for Testing and Materials
   1. ASTM C33 "Specification for Concrete Aggregates"
   2. ASTM C94 "Specification for Ready-Mixed Concrete"
   3. ASTM C150 "Specification for Portland Cement"
   4. ASTM C494 "Specification for Chemical Admixtures for Concrete"
   5. ASTM C595 "Specification for Blended Hydraulic Cements"
   6. ASTM D3385 "Test Method for Infiltration Rate of Soils Using Double-Ring Infiltrometer"

E. National Ready Mixed Concrete Association (NRMCA)
   1. Pervious Concrete Contractor Certification Manual

1.3 QUALITY ASSURANCE

A. Prior to the award of contract, the proposed contractor must submit evidence of having the appropriate tools, and experience, to accomplish the work. Experience will be based on at least one person, in charge of the crew, being NRMCA Certified as a Pervious Concrete "Craftsman",

plus two crew members being Certified by the NRMCA as Pervious Concrete Technicians.

1.4 SPECIAL EQUIPMENT

A. Contractor must show evidence of having the specialized equipment required for the installation of Pervious Concrete Pavements. Pervious Concrete is finished and jointed using three classes of specialized rollers. These rollers consist of form-to-form, steel-pipe rollers which are 8-inches to 12-inches in diameter, and smaller cross-rollers, with tapered edges. A special flanged-roller is used to place control joints in the pervious concrete before the pavement is covered to moist-cure.

B. Project may require the use of vibratory screeds. These screeds must provide an adjustment for the frequency of vibration.

C. Project may require the use of a power-sprayer with a "fogging-nozzle" attachment.

1.5 SUBMITTALS

A. All submittals shall be approved prior to construction.

B. Plans shall be submitted to the County Engineer's Representative, by the Contractor indicating:

1. Proposed Start Date, sequence of construction, and time of completion, for the scope of work.

2. Proposed locations for all construction-joints, and control joints, in the pavement.

3. Sections and Details showing depths, and types of materials, for all locations in the scope of work.

C. A one-square-foot section of the proposed filter fabric shall be submitted to the County Engineer's Representative. Information regarding the properties of the material, manufacturer, suggested method of placement and guarantees shall also be submitted with the fabric.

D. A one-quarter-cubic-foot sample of the proposed washed, crushed-stone/gravel-fill for the infiltration basin (pavement base) shall be submitted to the County Engineer's Representative.

E. A Mix-Design, showing the weights of all materials, for the proposed pervious concrete pavement shall be submitted to the County Engineer's Representative. It shall be the Contractor's responsibility to become familiar with the properties, and workability, of the proposed mix-design.

F. Evidence of qualifications of the Contractor, as per the "Quality Assurance" section shall be submitted to the County Engineer's Representative.

1.6 TEST PANELS

A test panel shall be constructed by the Contractor, and approved by the County Engineer's Representative. The test panel shall become the "standard" by which the Contractor's work is judged for completion of work and payment schedules.

A. The test panel shall be constructed in accordance with the plans and specifications, and shall be a minimum of 225 square-feet. Construction of the test panel shall be accomplished by the same crew, equipment and materials as submitted for approval. The depth of all materials shall be the same as shown on the plans.

B. The cost of constructing, and removing (if necessary), the test panel shall be included in the contract bid.

PART 2 - MATERIALS

2.1 Filter Fabric: The filter fabric shall be a non-woven geotextile fabric suitable for the application, and installed as per the manufacturer's directions.

2.2 Infiltration Basin Gravel-Fill: The Infiltration Basin shall be filled with clean (washed) gravel or crushed stone. The stone material shall be a single-size, and have a diameter of from 3/4-inch to 2-inches, and shall comply with ASTM C33. The total depth of the gravel-fill shall be indicated on the plans.

2.3 Pervious Concrete: The permeable pavement section shall consist of portland-cement based pervious concrete. Pervious concrete has no ACI or ASTM Specifications. It is therefore recommended that the guidelines for Ready-Mixed Concrete, ASTM C94, be used as a general guideline for the manufacturing and delivery of the pervious concrete. It is the responsibility of the Contractor to work with the local Ready-Mix suppliers to finalize a mix-design that will be acceptable for this project. If the mix-design is new to the local supplier, then at least three trial-batches shall be made before the decision is made to use that particular mix design. Both the Contractor, and the Supplier, must agree on any particular mix design before it is submitted to the County Engineer's Representative.

PART 3 - EXECUTION

3.1 Subgrade: The subgrade is defined as the native soil, or finished grade, of any cut-and-fill operation that may be required to bring the soil elevation to proper grade. The top of subgrade is also the bottom of the clean-gravel. The final grade of the top of subgrade shall be <u>flat</u> (no slope), and at the proper elevation to allow for the thickness of the layer of gravel and the pervious concrete pavement. Final compaction of the subgrade shall take into effect the type of soil and permeability requirements, and requirements for pavement support. Compaction should be uniform, and not greater than 95%

3.2 Filter Fabric: The filter fabric shall be placed on top of the final grade by the Contractor following the Manufacturer's directions.

3.3 Infiltration Basin Gravel-Fill: The placement of the gravel should be done to

minimize destruction of the filter fabric, and over-compaction of the subgrade. Compaction of the gravel is unnecessary.

3.4 Pervious Concrete: The Pervious Concrete, including any formwork requirements, placement, jointing and curing, shall be done in accordance with the NRMCA "Pervious Concrete Contractor Certification" guidelines. It is the responsibility of the Contractor to become familiar with the NRMCA document to gain the knowledge required to properly place and finish pervious concrete pavements. The inclusion of the requirements, as set forth in the NRMCA document, becomes an integral part of these specifications.

3.5 Testing: The testing requirements for pervious concrete are generally for permeability and durability. Testing of the fresh pervious concrete is a visual test. The Contractor must have the basic knowledge of what constitutes a proper mix by a visual inspection when the material arrives on the jobsite. Traditional tests for fresh concrete, such as slump and air content, and making cylinders & beams for strength tests are not required for pervious concrete.

3.6 Maintenance: Maintenance of the paving during construction is the Contractor's responsibility. The pervious concrete pavement should be checked periodically for buildup of trash and debris. Trash and debris should be removed from the pavement by hard-vacuum systems as required. The pavement should be pressure-washed with the residue being removed by wet-vacuuming within seven (7) days of requesting final acceptance by the County Engineer.

END OF SECTION 03350

SECTION 04000 - TRAFFIC CONTROL SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the work orders, plan sheets, or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:

1. USDOT, Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

2. USDOT, Federal Highway Administration, *Standard Alphabets for Highway Signs and Pavement Markings*, *Latest Edition.*

3. Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, *Latest Edition*.

4. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, section 700, *Latest Edition*.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide). The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County for prior approval.

PART 3 - EXECUTION

3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida (811 or 800-432-4770) at least 48 hours prior to digging or driving posts.

3.2 SIGN INSTALLATION

A. Signs shall be placed at the locations illustrated and/or specified in the plans or related documents. The soil around the post shall be solidly tamped so that the sign will stand vertically.

B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the County for an alternate location.

C. The date when each sign is installed shall be marked in permanent ink on the rear side of each sign.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantity to be paid for will be plan quantity, unless otherwise provided.

4.2 BASIS OF PAYMENT

Price and payment will constitute full compensation for all work specified in this section. Payment for all items relating to traffic control signs will be included in the lump sum Maintenance of Traffic pay item.

END OF SECTION 04000

SECTION 04020 - POST MOUNTED STREET NAME SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:

1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, *Latest Edition*.

3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700*, *Latest Edition*.

4. FDOT *Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System*, *Latest Edition*.

5. Escambia County *Standard Details for Street Name Signs, Latest Edition.*

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense, shall, if requested by the County, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County Contract Administrator for prior approval.

Sign-blades reflective sheeting and posts shall conform to the details for street name signs.

PART 3 - EXECUTION

3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida (811 or 800-432-4770) at least 48 hours prior to digging or driving posts.

3.2 SIGN LAYOUT AND LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs.

3.3 SIGN INSTALLATION

A. Signs shall be placed at the typical locations shown in the plans. The soil around the post shall be solidly tamped so that the sign will stand vertically.

B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the County for an alternate location.

C. The Contractor shall submit a *Fabricate, Install, and Removal Daily Report Sheet* (Exhibit D) of each sign installation placed for inspection by the County. Contractor shall repair or replace signs deemed unacceptable by the County, at no expense to the County.

3.4 REMOVAL OF SIGNS AND MARKERS

A. Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the County.

B. Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be:

1. The num ber and type of street name sign assemblies plus the number and type of auxiliary signs of each designated class complete.

2. The number of existing metal street name signs and concrete markers removed, relocated, modified, and placed on specified supports, of each designated class of assembly complete.

3. The number of each existing sign panel removed, complete.

4.2 BASIS OF PAYMENT

Price and payment will be f ull compensation for furnishing and i nstallation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this Section, including all incidentals necessary for the complete item.

END OF SECTION 04020

SECTION 04030 – SPAN MOUNTED STREET NAME SIGNS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document.

1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, *Latest Edition*.

3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 700, Latest Edition*.

4. FDOT *Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication of span mounted signs. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements except as defined herein. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material, the County may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County for prior approval.

2.2 SIGN BLADES

1. 0.125 gauge, 5052-H38 domestic aluminum alloy, 18" in height by various lengths.

2. 0.50' radius rounded corners free of sharp edges.

3. Color and corrosion resistance per Alodine 1200 F treatment or approved equivalent.

2.3 SIGN FACING

The sign facing and legend may be fabricated by any of the following methods and materials:

A. Green retro-reflectivity ink silk-screened onto white Diamond grade material.

B. Green electronic cuttable prismatic sheeting film over white Diamond grade material.

PART 3 – EXECUTION

3.1 GENERAL

All street name signs shall be fabricated in accordance with the plans and related documents.

3.2 SIGN LAYOUT & LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards except as modified below for street names:

A. SIGN LAYOUT

1. Left and right margins shall be at least 2 inches.

2. Border width shall be 1" with 2" radius at all corners.

3. Arrows shall be 4" in height and 8" in length and placed 2" above the lower border.

4. Prefixes and suffixes shall be placed 3" below the upper border.

5. Sign lengths shall be in 6” increments as determined by the legend. Minimum length shall be 48 inches.

B. LETTERS

1. Letters shall be FHWA Series “C”, upper and lower case. However, Clearview font should be available upon request.

2. Street Names: Initial letters shall be 12” upper case and subsequent letters shall be 9” lower case. Names shall be centered between the upper and lower borders.

3. Prefixes and suffixes: Initial letters shall be 4” upper case and subsequent letters shall be 3” lower case.

4. Suffixes “nd”,"rd”. “st”, and “th” associated with numbered street names shall be 4” in height and positioned in the upper portion of the primary street name field.

3.3 SIGN INSTALLATION

A. Signs shall be placed at the typical locations shown in the plans.

B. If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the County for an alternate location.

3.4 REMOVAL OF SIGNS

Existing metal street name signs specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the number of square- feet of overhead signs span wire mounted, complete.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting, and message; and all other work specified in this Section, including all incidentals necessary for the complete item.

END OF SECTION 04030

SECTION 04040 – PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:

1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17359, *Latest Edition*.

2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, *Latest Edition*.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, *Latest Edition.*

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, *Latest Edition*.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, *Latest Edition*.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, *Latest Edition*.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, *Latest Edition*.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retroreflectivity

readings certifying the materials meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The engineer or project manager may specify a lump sum or measurement of quantities.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

END OF SECTION - 04040

SECTION 04060 - MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of the specifications, all materials and work shall conform to the applicable requirements in the following documents:

1. *Florida Department of Transportation Design Standards*, *Latest Edition*.

2. *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, Section 102, *Latest Edition*.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*, Part 6 Temporary Traffic Controls.

4. *FDOT Minimum Specifications for Traffic control and Devices*, *Latest Edition*.

1.2 SUMMARY OF WORK

The work under this section includes the maintenance of traffic within the limits of the project for the duration of construction.

PART 2 – PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 RESPONSIBILITIES OF CONTRACTOR

A. Control and maintain traffic and provide for the safety of the work area in accordance with Maintenance of Traffic (MOT) Plan included in the contract documents. Contractor shall comply with all aspects of said plan. Conduct operations in a manner that will not interrupt pedestrian and vehicle traffic except as approved by the County Engineer/Traffic Division. Confine the work area to the smallest area practical to allow the maximum use of the street and sidewalk and to reduce any hazard to vehicles and pedestrians to a minimum.

B. Maintain access to properties that adjoin the work. Contact property owners

and assure that access is coordinated prior to commencing work that may block access.

C. Furnish all labor, materials, tools, supplies, equipment, and machinery needed to fully comply with the specifications described on the plan sheets and in this Section. At all times, the Contractor shall use workers and traffic control devices necessary to comply with all applicable provisions contained in the reference documents listed in Section 1.1.

D. The Contractor shall notify the agencies and media listed below in writing, 48 hours in advance, of any work within the road right-of-way that may interfere with vehicle and/or pedestrian traffic.

1. WCOA Radio – Tel: 478-6011; Fax: 478-3971

2. Pensacola News Journal Tel: 435-8500; Fax: 435-8633; Email: news@pensacolanewsjournal.com

3. Escambia County Emergency Management Tel: 471-6315; Fax: 471-6322; Email: bob_boschen@co.escambia.fl.us

4. Escambia County Engineering Tel: 595-3440

5. Escambia County Sheriff Tel: 436-9630; Fax: 436-9128; Email: traffic@escambiaso.com

6. Florida Highway Patrol Tel: 484-5000; Fax: 393-3405; Email: stevepreston@flhsmv.gov

7. Escambia County School District Tel: 469-5591; Fax: 469-5661; Email: transportation@escambia.k12.fl.us and rdoss@escambia.k12.fl.us

8. Escambia County Administration Tel: 595-4900; Fax: 595-4908; Email: Cheryl_Lively@co.escambia.fl.us

9. Escambia County Area Transit Tel: 595-3228; Fax: 595-3222; Email: Ted_Woolcock@co.escambia.fl.us

3.2 PENALTIES AND SUSPENSION OF WORK

The County may verbally direct the Contractor to immediately suspend work if appearance of violation of safety regulations is found. In such an event, Contractor shall immediately stop work and secure any potential hazards from the public until the potential violation is confirmed and/or corrected to satisfaction of the County. Law enforcement officers may be called to assist the County in suspending work if the Contractor is not responsive. Suspension of work for violation of safety

or additional payment.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Maintenance of Traffic: Where the plans require the use of trucks and truck mounted impact attenuators, these items will not be paid for separately but shall be included in the cost of Maintenance of Traffic. Only use those attenuators that have been tested by a facility approved by the Engineer and certified as meeting the requirements as specified in NCHRP 350 and that have been properly maintained.

B. Law Enforcement Services: The quantity to be paid for will be at the Contract unit price per hour for the actual number of officers on the project site. Payment will be made only for those off-duty law enforcement officers specified in the MOT and authorized by the County.

C. When the plans show more than one detour facility is included in the proposal, payment will be made under Maintenance of Traffic.

D. Materials for Driveway Maintenance: The quantity to be paid for will be, in square yards, of all materials authorized by the County, acceptably placed and maintained for driveway maintenance. The quantity will be determined by in place measurement.

4.2 BASIS OF PAYMENT

A. MAINTENANCE OF TRAFFIC (GENERAL WORK): Price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

B. LAW ENFORECEMENT: Prices and payment will be considered full compensation for the services of the off-duty law enforcement officer, including a marked law enforcement vehicle and all other direct and indirect costs.

C. SPECIAL DETOURS: Price and payment will be full compensation for providing all detour facilities shown on the plans and all costs incurred in carrying our all requirements of this Section for general maintenance of traffic within the limits of the detour, as shown on the plans.

END OF SECTION 04060

SECTION 04090 – CONSTRUCTION OF TRAFFIC SIGNALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Unless otherwise specified by the County, or in other sections of this specification, all work shall conform with the applicable requirements in the following documents:

1. Florida Department of Transportation, *Design Standards for Design, Construction,* Maintenance and Utility Operations on the State Highway System, *Latest Edition*.

2. FDOT, *Standard Specifications for Road and Bridge Construction*, *Latest Edition*.

3. FDOT, *Minimum Specifications for Traffic Control Signals and Devices, Latest Edition.*

4. United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Millennium Edition*.

5. *National Electric Code*, including latest revisions.

1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of Work Orders that will identify a specific scope and location.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

A. The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities and things necessary to fully complete the work described in this specification.

B. The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition* shall apply.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans include installation of County-furnished equipment, the County will turn over such equipment to the Contractor when the construction progress allows or as designated in the plans. The County will bear the costs of correcting any defects in the equipment found by the Contractor. The Contractor will maintain the equipment in proper operational condition after pick-up at no cost to the County until either final acceptance or the equipment is returned to the County.

2.3 REMOVED PARTS AND EQUIPMENT

A. Equipment that is removed and suitable for reuse shall be delivered to the County as indicated on the construction plans. Such equipment shall be tagged as to the location from which it was removed.

B. Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.

C. Parts and equipment that are removed, not suitable for reuse, and without salvage value, shall be properly disposed by the Contractor, at his expense.

PART 3 - EXECUTION

3.1 QUALIFICATIONS

A. The Contractor shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including closed-loop systems and video detection systems.

B. All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the “Traffic Signal, Level II” level, or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

A. The Contractor shall replace entire sidewalk slabs and driveway slabs, at the Contractor’s expense, if they are damaged.

B. All public land corners and monuments encountered shall be protected by the Contractor. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site. The Contractor

shall assume all costs associated with restoration of corners and monuments.

C. The Contractor shall coordinate and perform service transfers and adjustments with Gulf Power Company.

D. The Contractor shall remove all surplus materials from the right-of-way within 24 hours.

3.3 REPORTS

A. The Contractor shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

B. Contractor shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The Contractor shall complete work according to the schedule specified in the Work Order. Typically, completion time will be specified according to the representative schedule provided below.

A. Construct school zone flashing beacon assembly (pedestal-mount): complete within 60 days.

B. Construct new multi-phase traffic signal: Order equipment from vendors within 10 business days from date of Work Order. Complete installation within 30 days upon receipt of all equipment from vendors.

C. Install signal head and/or cable to create a left-turn phase: complete within 30 days.

D. Install new controller assembly: Order equipment from vendor within 5 business days from date of Work Order. Complete installation within 30 days upon receipt from vendor.

E. Install pedestrian detector station with or without signals: complete within 30 days.

F. Install new loop assembly: complete within 10 business days.

3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition*, shall apply unless otherwise specified in the Work Order.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Measurement and payment of all items will be made in accordance with the current Construction and Response Maintenance Contract on file with the Escambia County Office of Purchasing.

END OF SECTION 04090

Appendix “A”

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: _____

LOOP ASSEMBLY RESISTANCE

	Loop Location/No. Resistance	Series Resistance	Insulation Resistance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

GROUND ROD RESISTANCE

	Rod	Location
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Signature of Contractor’s Representative
IMSA Level II-Certified Technician

Date

APPENDIX A

NWFWMD ERP Permit

Northwest Florida Water Management District

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

Phone: (850) 539-5999 • Fax: (850) 539-2693

Brett J. Cyphers
Executive Director

December 11, 2018

D. Joy Jones
Escambia County
3363 W. Park Place
Pensacola, FL 32505

RE: Notice of Final Agency Action – Determination of Qualification
General Environmental Resource Permit
Project Number: GEN-033-284800-1
Permit Name: Motley Court Gully Improvements

Dear D. Joy Jones:

The District has received your notice of intent to use a General Environmental Resource Permit. Based upon the submitted information, the proposed activity qualifies for a General Environmental Resource Permit pursuant to Chapter 62-330, Florida Administrative Code (F.A.C.). The proposed activity is subject to the general conditions in Rule 62-330.405, F.A.C. (see attached Exhibit A) and the specific conditions (see attached Exhibit B) if any. Deviations from these conditions may subject you to enforcement action and possible penalties. You are responsible for conducting construction in a manner that satisfies all criteria.

Please be advised that the District has not published a notice in the newspaper advising the public that this activity has qualified for the use of a General Environmental Resource Permit. Publication, using the District form, notifies the public of their right to challenge the issuance of this permit. If proper notice is given by publication, third parties have a 21-day time limit to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the permit extends for an indefinite period of time. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation. A copy of the form of the notice and a list of newspapers of general circulation is attached for your information. If you do publish a notice, please submit a copy of the published notice to the District for our records.

This verification of qualification to use a General Environmental Resource Permit does not eliminate the need for obtaining all necessary permits or approvals from other agencies.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN W. ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

JON COSTELLO
Tallahassee

MARC DUNBAR
Tallahassee

TED EVERETT
Chipley

NICK PATRONIS
Panama City Beach

BO SPRING
Port St. Joe

Should you have any questions regarding your permit or its conditions, please contact your permit reviewer, Ted Reese, at (850) 683-5044 or by e-mail: Ted.Reese@nwfwater.com and Javier Montiel, at (850) 683-5044 or by e-mail: Javier.Montiel@nwfwater.com

Sincerely,

Andrew Joslyn
ERP Bureau Chief

cc:

Consultant:
Phillip Walker
25 West Cedar Street
Suite 200
PENSACOLA, FL 32502

D. Allen Vinson
25 West Cedar Street
Suite 200
Pensacola, FL 32502

Enc:

Notice of Rights
Sample Newspaper Notice

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
GENERAL ENVIRONMENTAL RESOURCE PERMIT

PERMIT NO: GEN-033-284800-1 **DATE ISSUED:** December 11, 2018
PROJECT NAME: Motley Court Gully Improvements

A PERMIT AUTHORIZING:
The use of Section 62-330.451, F.A.C. – General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities. The retrofit improvements will serve an existing outfall that is experiencing severe erosion beginning at the north end of Motley Court extending north approximately 1,700 feet towards Clear Creek in Escambia County. The retrofit activities will include the construction, operation, and maintenance of three dry detention with filtration (bottom sand filters) ponds and associated conveyance pipes. The improvements appear to provide a net benefit to the overall project site by preserving the natural runoff patterns for the project area while providing a permanent erosion control solution for the receiving waters. The proposed project appears to meet the criteria for the requested General Permit. The proposed improvements are in accordance with the approved plans prepared by Escambia County Public Works.

Escambia County

ISSUED TO:
Escambia County
3363 W. Park Place
Pensacola, FL 32505

Permittee agrees to hold and save the Northwest Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

The use of a General Environmental Resource permit does not convey to permittee any property rights or any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

Activities conducted under this permit are subject to the following conditions:

See conditions on attached “Exhibit A”, dated December 11, 2018

AUTHORIZED BY: Northwest Florida Water Management District
Division of Resource Regulation

By: _____
Andrew Joslyn
ERP Bureau Chief

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER GEN-033-284800-1
Motley Court Gully Improvements
DATED December 11, 2018

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

3. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

7. This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

10. A permitee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures

specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, available at www.dep.state.fl.us/water/wetlands/docs/erp/FLErosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
    a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
    b. The maximum width of the construction access area shall be limited to 15 feet;
    c. All mats shall be removed within 72 hours after the work commences; and
    d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

15. Except where specifically authorized in a general permit, activities must not:
    a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
    b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

16. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
    a. All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
    b. All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
    c. All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
    d. Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
    e. Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

NOTICE OF RIGHTS

Northwest Florida Water Management District
152 Water Management Drive, Havana, FL 32333-4712
(850) 539-5999 Fax (850) 539-2693
www.nwfwater.com

The following information addresses procedures to be followed if you desire an administrative hearing or other review of agency action.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

Any person whose substantial interests are or may be affected by the action described in the enclosed Notice of Agency Action, may petition for an administrative hearing in accordance with the requirements of section 28-106.201, Florida Administrative Code, or may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes, before the deadline for filing a petition. Pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement. Petitions for an administrative hearing must be filed with the Agency Clerk of the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-9700 by the deadline specified in the attached cover letter. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section 120.57, Florida Statutes, concerning the subject permit application. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by final agency action on the permit application and who has exhausted available administrative remedies is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes. Review under section 120.68, Florida Statutes, is initiated by filing a Notice of Appeal in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure 9.110.

SECTION 28-106.201, FLORIDA ADMINISTRATIVE CODE, INITIATION OF PROCEEDINGS

(1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

Rulemaking Authority 14.202, 120.54(3), (5) FS. Law Implemented 120.54(3) FS. History–New 4-1-97, Amended 9-17-98, 1-15-07, 2-5-13.

NOTICING PUBLICATION INFORMATION

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county where the proposed activities are to occur. Publication of notice informs "third parties" of their right to have a 21-day time limit in which to file a petition opposing the District's action. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frame state above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication is attached. You may use this format or create your own, as long as the essential information is included.

If you do decide to publish a Notice of Final Agency Action, please provide the District a copy of the Proof of Publication when you receive it. That will provide us notice that action on this permit application is closed after the 21 days following publication.

Notice of Final Agency Action Taken by the
Northwest Florida Water Management District

Notice is given that Environmental Resource permit number GEN-033-284800-1 was issued on December 11, 2018 to D. Joy Jones
Escambia County for the construction of a new surface water management system designed as a retrofit improvement to provide additional treatment to Motley Court with an emphasis to reduce gully erosion in central Escambia County. The retrofit activities will consist of the construction, operation, and maintenance of three dry detention with filtration (bottom sand filters) ponds with the assistance of underdrains and associated conveyance pipes. The existing drainage flows northward from the Motley Court Subdivision eventually to an eroded gully and discharges to Clear Creek. The improvements will provide a net benefit to the surrounding area by preserving the natural runoff patterns for the project area while providing a permanent erosion control solution for the receiving waters of Clear Creek. The retrofit activities appear to meet or exceed the requirements of Section 62-330.451, F.A.C. General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities. The project is located at Northernmost end of Motley Court extending northward towards 921 Crooked Oaks Drive, Escambia County.

The file containing the application for this permit is available for inspection Monday through Friday (except for legal holidays), 8:00 a.m. to 5:00 p.m. at the Northwest Florida Water Management District's ERP Office, 180 E. Redstone Avenue, Crestview, FL 32539

A person whose substantial interests are affected by the District permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57 F.S., or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-404, Florida Administrative Code. Petitions must comply with the requirements of Florida Administrative Code, Chapter 28-106 and be filed with (received by) the District Clerk located at District Headquarters, 81 Water Management Drive, Havana, FL 32333-4712. Petitions for administrative hearing on the above application must be filed within twenty-one (21) days of publication of this notice or within twenty-six (26) days of the District depositing notice of this intent in the mail for those persons to whom the District mails actual notice. Failure to file a petition within this time period shall constitute a waiver of any right(s) such person(s) may have to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., concerning the subject permit. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceedings, in accordance with the requirements set forth above.

APPENDIX B

Property Rights/Easements (Processing)

This Easement was prepared by:
Brad Richardson,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 39200

OAE1
[4.055 acres +/-]

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 33235

THIS EASEMENT, made and entered into this _____ day of _____ 20__, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and **ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the University of West Florida under Lease Number 2722 (“managing agency”); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for erosion control and stormwater improvements; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in Escambia County, Florida, to-wit:

(See Exhibit "A" Attached)(the “Easement Area”)

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM**: The term of this easement shall be for a period of fifty (50) years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE**: This easement shall be limited to erosion control and stormwater improvements, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT**: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims, nor shall it be construed as a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **SOVEREIGNTY SUBMERGED LANDS**: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

13. **ENTIRE UNDERSTANDING**: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. **TIME**: Time is expressly declared to be of the essence of this easement.

15. **RIGHT OF AUDIT**: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. **PAYMENT OF TAXES AND ASSESSMENTS**: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. **AUTOMATIC REVERSION**: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. **RECORDING OF EASEMENT**: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which

contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. **GOVERNING LAW**: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Original Signature

(SEAL)

BY:

Print/Type Name of Witness

Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Original Signature

Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

01-07-2019

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

ESCAMBIA COUNTY, FLORIDA,
a political subdivision of the State of Florida
By and through its Board of County Commissioners

(SEAL)

BY: _____
Luman J. May, Chairman

_____
Original Signature

_____
Typed/Printed Name of Witness

_____
Original Signature

_____
Typed/Printed Name of Witness

"GRANTEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Luman J. May, Chairman, Escambia County Board of County Commissioners, for and on behalf of Escambia County, Florida, a political subdivision of the State of Florida. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

Commission/Serial No._____

My Commission Expires:

_____

EXHIBIT "A"

LEGAL DESCRIPTION (AS WRITTEN)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4558, PAGE 1460 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 1 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 32, BLOCK C, BOULDER CREEK FIRST ADDITION AS RECORDED IN PLAT BOOK 14, PAGE 6 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, MARKED BY A 4 INCH SQUARE CONCRETE MONUMENT.

FROM SAID POINT OF COMMENCEMENT, RUN ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 32, SOUTH 03 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION;

THENCE LEAVING SAID SOUTHERLY EXTENSION, ALONG SAID NORTH LINE, RUN SOUTH 87 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 45.01 FEET TO THE EAST LINE OF A 30 FOOT RIGHT OF WAY (UNOPENED AND UNMAINTAINED) AND THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, LEAVING SAID NORTH LINE, ALONG SAID EAST LINE, RUN NORTH 03 DEGREES 53 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,308.58 FEET TO THE SOUTHWEST CORNER OF LOT 35, ACCORDING THE SUBDIVISION PLAT THEREOF RECORDED IN DEED BOOK 102, PAGE 111 OF SAID PUBLIC RECORDS AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE LEAVING SAID EAST LINE, ALONG SAID NORTH LINE, RUN SOUTH 87 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 135.02 FEET;

THENCE LEAVING SAID NORTH LINE, RUN SOUTH 03 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,308.55 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION;

THENCE ALONG SAID NORTH LINE, RUN NORTH 87 DEGREES 08 MINUTES 21 SECONDS WEST, A DISTANCE OF 135.02 FEET TO THE POINT OF BEGINNING, CONTAINING 4.055 ACRES, MORE OR LESS.

BSM APPROVED
By: SK
Date: 12.04.2018

SURVEYOR'S CERTIFICATE

Eric B. Stuart 11/29/2018

ERIC B. STUART, P.S.M. FLORIDA LICENSE NO. 6707

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

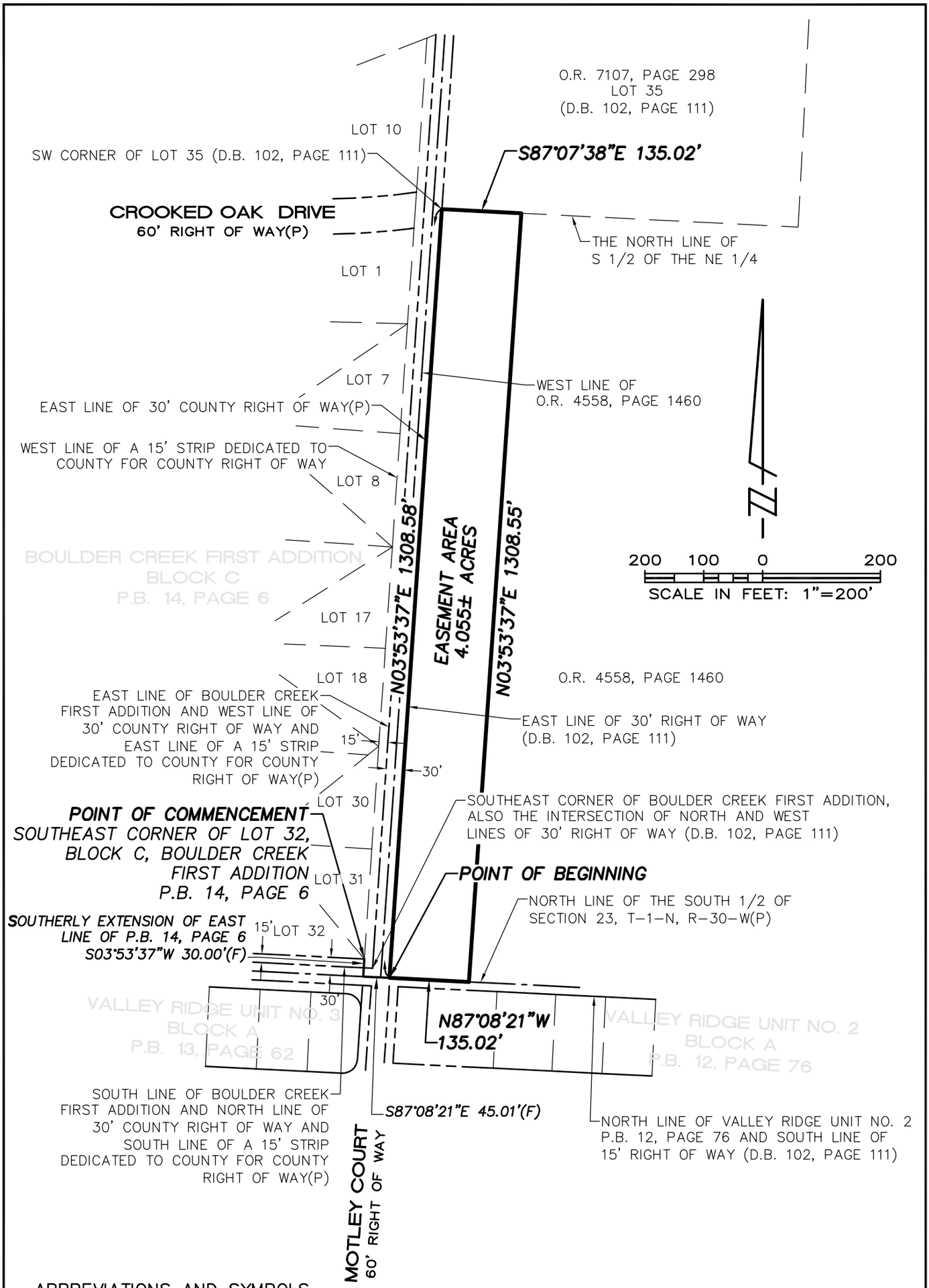
THIS IS NOT A SURVEY

SAM®
600 UNIVERSITY OFFICE BOULEVARD, SUITE #17-B, PENSACOLA, FLORIDA 32504
LB#7908 P:850.857.7725 F:850.857.7726

LEGAL DESCRIPTION AND SKETCH
MOTLEY COURT GULLEY SOUTH EASEMENT
SECTION 23, T-1-N, R-30-W
PENSACOLA, ESCAMBIA COUNTY, FL

CLIENT: HDR ENGINEERING, INC.

SCALE:	PROJECT NO.:	SHEET
N/A	1018044790	1
SURVEY DATE:	FIELDBOOK:	
N/A	N/A	
DRAWN BY:		OF
JBB		
CAD NO.:		2
1018044790ESMT1		
REVISED:		



ABBREVIATIONS AND SYMBOLS

D.B	= DEED BOOK
O.R.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
(P)	= VALUE DERIVED FROM PLAT

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LEGAL DESCRIPTION AND SKETCH
MOTLEY COURT GULLEY SOUTH EASEMENT
SECTION 23, T-1-N, R-30-W
PENSACOLA, ESCAMBIA COUNTY, FL

CLIENT: HDR ENGINEERING, INC.

SCALE: 1" = 200'	PROJECT NO.: 1018044790	SHEET 2
SURVEY DATE: 7/31/2018	FIELDBOOK: N617	
DRAWN BY: JBB		OF 2
CAD NO.: 1018044790ESMT1		
REVISED:		

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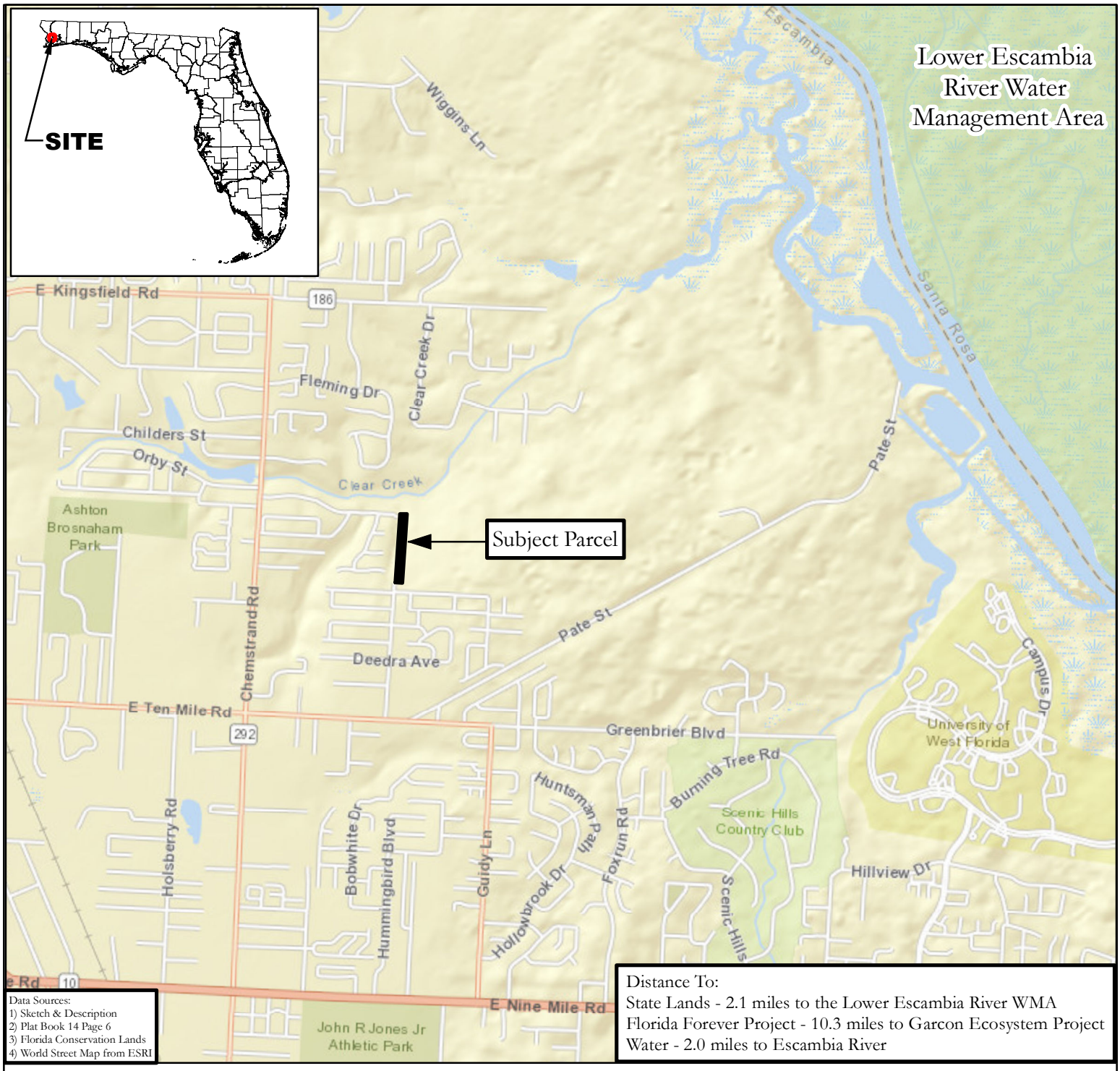


Data Sources:
1) Sketch & Description
2) Plat Book 14 Page 6
3) Florida Conservation Lands
4) World Street Map from ESRI

Distance To:
State Lands - 2.1 miles to the Lower Escambia River WMA
Florida Forever Project - 10.3 miles to Garcon Ecosystem Project
Water - 2.0 miles to Escambia River

Subject Parcel
State Managed Conservation Lands

0 0.25 0.5 1
Miles

Easement No. 33235

Escambia County, Florida

File Location: \\FLDEP1\tech_cad\Counties_GIS\Escambia\Easement_No_33235\GIS\Agenda_Vicinity_Easement_No_33235.mxd
Date Saved: 11/27/2018 10:47:41 AM
Map Created By: GW Stelter

Subject Parcel

0 200 400 800

Feet

Easement No. 33235

Escambia County, Florida

File Location: \\FLDEP1\tech_cad\Counties_GIS\Escambia\Easement_No_33235\GIS\Agenda_Aerial_Easement_No_33235.mxd
Date Saved: 11/27/2018 8:50:13 AM
Map Created By: GW Stelter

APPENDIX C

Geotechnical Information

October 1, 2018

Mr. Allen Vinson, PE, CDT
Project Manager
HDR
25 W. Cedar Street, Suite 200
Pensacola, Florida 32502
Email: Allen.Vinson@hdrinc.com

SUBJECT: Report of Geotechnical Exploration
Motley Court Gully Restoration
Escambia County, Florida
LMJ File #: 18-271

Dear Allen:

This letter forwards the results of our Geotechnical Exploration for the proposed **Motley Court Gully Restoration** project in Escambia County, Florida. The purpose of this exploration was to determine the general subsurface conditions at the boring locations and use this information to provide discussion and recommendations for the proposed gully restoration project. Our exploration consisted of five hand auger/probe borings, classification of the soil samples, laboratory testing of selected soil samples and analysis by our engineering staff.

Project and Site Description

The site is the existing gully beginning at the north end of Motley Court extending north approximately 1,700 feet towards the existing creek bed. The gully is washed out, heavily wooded, and overgrown with vegetation. Reportedly, the project is planned to include rebuilding the area the length of the gully to include stepped down sediment basins with control structures consisting of drawdown inlets and piping between the basins. Should this information change or be incorrect, the geotechnical engineer should be notified and changes to our recommendations may be needed.

Subsurface Exploration

To examine the subsurface conditions at the site, LMJ drilled five hand auger/probe borings to a depth of 10 feet below existing grades along the side of the gully. Each sample was removed from the auger sampler, classified in the field by the driller, and packaged for visual classification and laboratory testing by our engineering staff. A probe rod was used to roughly estimate the density of the soil at each boring location.

Subsurface Conditions

The boring locations are shown in the attached **Figure #1** and should be considered approximate. The borings were located in the field by measuring from existing survey markers along the edge of the existing gully. The subsurface conditions encountered in the borings are shown in the attached **Figure #2**. Boundaries between soil layers and soil depths should be considered approximate as the actual transition between soil layers may be gradual. A generalized summary of the conditions encountered in the borings is included below. For a detailed description of the conditions encountered in the borings, the reader is directed to **Figure #2**.

The borings generally encountered surficial brown silty sand underlain by layers of tan, brown, gray, orange, and white silty sand with layers of slightly silty sand, sand, clay, and some iron rock to the final boring depth of 10 feet. Boring A-3 was terminated at 7 feet due to iron rock. The soils were generally loose at the surface becoming medium dense and dense to the final boring depth. Borings A-1 and A-3 encountered very loose conditions beginning at 1-2 feet.

Groundwater was not encountered in most of the borings at the time of drilling. Boring A-3 encountered a perched groundwater level at 7 feet and boring A-5 encountered a possible perched groundwater level at 2.5 feet. Groundwater levels will vary with the amount of local rainfall, changes in site drainage characteristics, and may be different at other times.

Basis of Recommendations

Recommendations rendered herein are based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, commonly accepted Geotechnical Engineering principles and practices, and our experience with similar soil and groundwater conditions. Should final project design information differ from the design information used in this report, or should any soil conditions not discussed in this report be encountered during construction, our office should be notified and retained so that this report can be modified as needed.

Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, it is recommended that a representative from Larry M. Jacobs & Associates, Inc. (LMJ) be involved during the construction of this project.

General Comments

The soil conditions encountered in the borings are suitable for excavation and construction of the sediment basins if the recommendations in this report are followed. The borings generally encountered layers of silty sand with interbedded layers of clay, sand, slightly silty sand and iron rock. The main geotechnical concerns for this project are generally the moisture sensitive and wet soils with respect to compaction requirements, and the layers of iron rock and sand which could be a source of perched groundwater. The contractor should anticipate encountering areas of wet uncompactable soils, unsuitable layers of iron rock or clay, as well as perched groundwater conditions which could flow into excavations. Proposed pipes and inlet structures should be properly bedded on firm undisturbed suitable soils or compacted backfill material. Erosion control measures to protect exposed soils during and after construction should be implemented. The following sections provide recommendations and discussion of groundwater, existing moisture sensitive soil conditions, fill placement, and pipe and inlet bedding and backfill, and sediment basin berm construction.

Groundwater Discussion

Perched groundwater was encountered in two of the borings (A-3 and A-5) and should be anticipated throughout the project area. Perched groundwater could be present and flowing in sand seams, root holes, and on top of confining layers such as iron rock or hard pan type soils. Some ditching/drainage may be needed if perched water conditions are present at the time of construction.

Existing Moisture Sensitive Soil Conditions Discussion

The borings encountered silty sand and slightly clayey soils which are moisture sensitive and difficult to compact when wet. Laboratory tests showed some of the soil layers in the borings were wet or moist and likely above optimum moisture content. Existing soils planned for reuse on the project may require onsite or offsite drying in order to be reused as compacted fill or backfill. Construction traffic should be avoided where practical on wet subgrades as this can make pumping areas spread and worsen. We recommend obtaining unit rates for removal and replacement of uncompactable soils using imported fill and another rate for using onsite materials as backfill, and we recommend establishing a contingency budget for this purpose.

Fill Recommendations

Any imported fill for sediment basin berms and backfill for pipes and inlets should be silty sand (SM) free of significant organic content, debris or other deleterious materials. Suitable and compactible native soils that are free of significant organic content, roots, debris, and iron rock are also suitable as fill. Fill should be compacted to a minimum soil density of 95% of the Modified Proctor Test (ASTM D1557). Density tests are recommended for each 12-inch increment of fill or fraction thereof. Note that layers of iron rock and clay were encountered in the borings and were exposed along the existing gully. Iron rock and clay should not be reused as fill or backfill materials. Small layers of clay or gravel sized pieces of iron rock that is mixed into the existing silty sand is acceptable.

Pipe and Inlet Bedding and Backfill

The proposed inlets and piping can be placed on firm undisturbed soils where encountered or on compacted subgrade or gravel in loose or disturbed areas. We recommend that a representative from our office evaluate the pipe and inlet undisturbed subgrade areas by probing. Borings A-1 and A-3 encountered very loose conditions which may require compaction of the subgrade. Compaction of any loose or disturbed areas should be verified using in-place density testing. Where loose conditions are encountered, we recommend compacting the bottom of the excavation for a minimum depth of 12 inches to a minimum of 95% of the Modified Proctor Test (ASTM D1557) density using a jumping jack tamper. Root mass, stumps, or unsuitable soils and materials should be removed from below all pipes and structures.

If the soils at the bottom of pipe and inlet excavations and trenches are too wet to be compacted in place, they should be undercut for a minimum depth of 12 inches and backfilled with compactable fill as described in the previous section of this report. If seepage is present or if moisture is a concern, we recommend bedding pipes with 12 inches of crushed stone compacted until firm and non-yielding. Backfill along the sides and above pipes and inlets should be placed, compacted, and compaction verified as previously described. Backfill should be compacted to a minimum of 95% of the Modified Proctor Test (ASTM D1557) density in maximum 6-inch lifts using hand operated equipment under and around the proposed inlets, and piping and above the piping to final subgrade. We recommend installing utilities in sections that can be backfilled in a timely manner if inclement weather is anticipated, and utility trenches should not be left exposed to rainfall.

Earthwork Quality Control Testing

Compaction of general fill material should be tested at a minimum frequency of one test per 2,000 square feet on every 12-inch increment of fill placed. Compaction of backfill should be tested on every 12-inch increment at a minimum frequency of 1 test per 75 linear feet along the proposed pipes and every other lift for backfill around inlets. Compaction testing for pipes should be verified at the bottom of the utility excavation, at the springline of the pipe, and on each 12-inch increment of backfill over the pipe.

Sediment Basin Berm Construction Recommendations

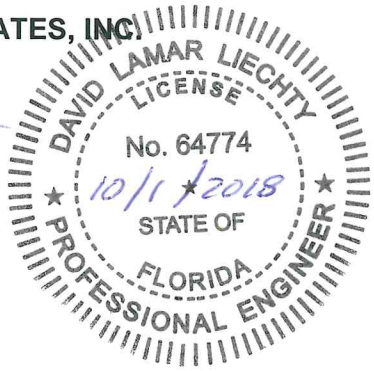
Sediment basin berms can be constructed with suitable on-site soils consisting of slightly silty sand and silty sand. Basin berms should be constructed in benched lifts compacted to a minimum soil density of 95% of the Modified Proctor Test (ASTM D1557). Existing sand, if encountered, could be used in the berms if buried deep in the berm or mixed with a higher fines content silty sand. Large pieces of iron rock should not be used in the berm construction. Clean sand layers and/or iron rock placed in a berm could create a flowpath for water and cause the berm to fail.

Erosion of the berms is a concern and we recommend sodding the berm slopes with deeply rooted sod. Higher fines soils which are properly compacted have less erosion potential and should be used on the top of any berms to reduce the chance of berm failure if overtopped. We recommend typical design slopes for the berm construction for the soil types encountered in the borings to be a minimum of 3H:1V. Steeper slopes near 2H:1V, if required, could be allowed in areas that are not susceptible to erosion and can be well maintained with erosion control/sodding. Note that seepage through a slope could cause the slope to become unstable and cause failure of the slope. We do not recommend steeper slopes (2H:1V) for slopes into existing soils due to the possibility of seepage.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.



David Liechty, PE
Project Engineer
FL PE No. 64774

Attachments

Figure #1

BORING LOCATION PLAN

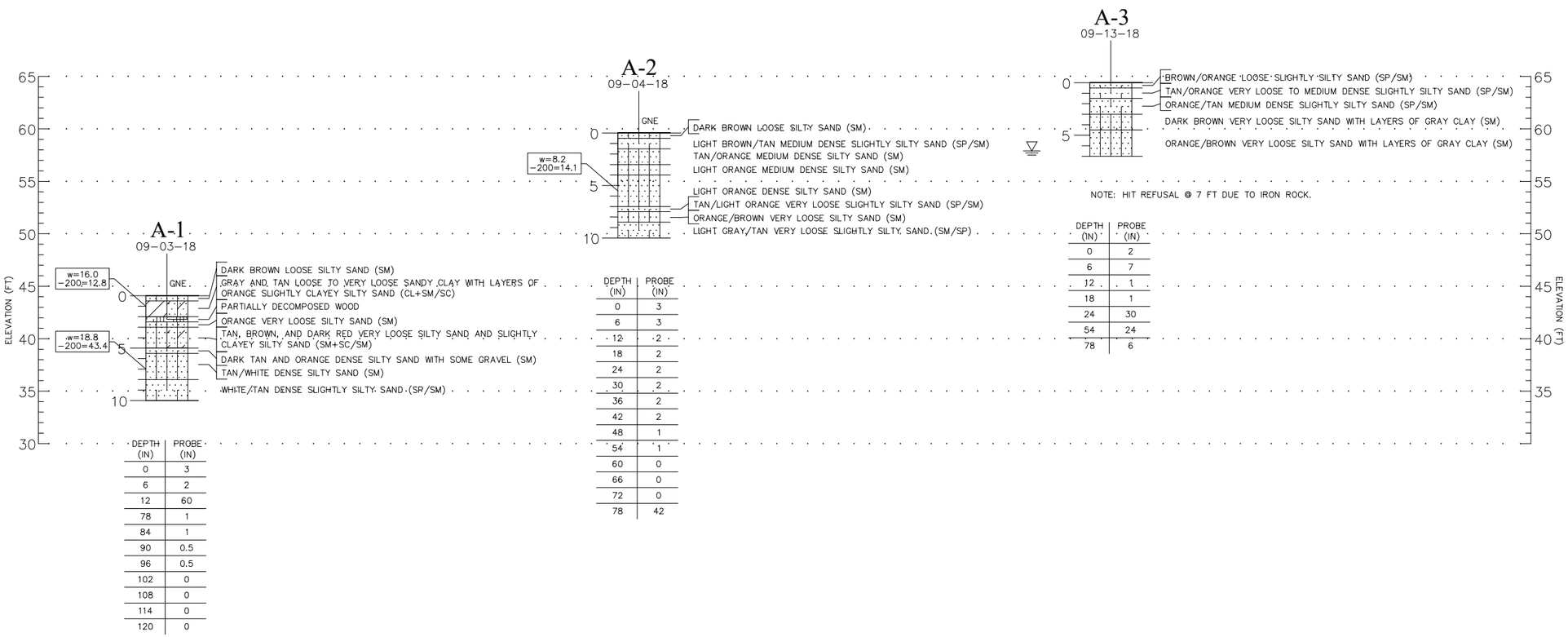
HAND AUGER/PROBE ROD TEST BORING
ALL BORING LOCATIONS ARE APPROXIMATE

Project #: 18-271	**Scale: NTS**
Date: 10/01/2018	**Checked By: DLL**
Project: Motley Court Gully Restoration	
Location: Escambia County, Florida	

Geotechnical Engineering
Drilling Services
Materials Testing

Figure #2

BORING LOGS



LEGEND

SAND
SLIGHTLY SILTY SAND
SILTY SAND
SILT
CLAY
CLAYEY SAND
PEAT
GRAVEL

GRANULAR MATERIALS

SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0–4	VERY LOOSE
5–10	LOOSE
11–30	MEDIUM DENSE
31–50	DENSE
GREATER THAN 50	VERY DENSE

SILTS AND CLAY

SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0–2	VERY SOFT
3–4	SOFT
5–8	MEDIUM STIFF
9–16	STIFF
17–32	VERY STIFF
GREATER THAN 32	HARD

SYMBOLS:

GNE= GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING
N = STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
▼= ENCOUNTERED GROUNDWATER LEVEL
▽= ENCOUNTERED PERCHED WATER LEVEL
50/2"= NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES
HW= SPLIT SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER
HA= HAND AUGER
▮= SHELBY TUBE SAMPLE
W= NATURAL MOISTURE CONTENT (%)
-200= FINES PASSING #200 SIEVE (%)
O.C.= ORGANIC CONTENT (%)
LL= ATTERBERG LIMITS (%)
LL=LIQUID LIMIT, PL=PLASTIC LIMIT
LI= LIQUIDITY INDEX
c≈ APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS
K_v = SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)
γ_d = DRY UNIT WEIGHT (PCF)
γ_m = ESTIMATED MOIST UNIT WEIGHT (PCF)
γ_b = ESTIMATED BOUYANT UNIT WEIGHT (PCF)
ϕ = ESTIMATED ANGLE OF INTERNAL FRICTION (DEGREES)

NOTES:

1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D1586
2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING
6) ELEVATIONS ESTIMATED FROM PROVIDED TOPOGRAPHIC SURVEY

Project #: 18-271 **Scale: NTS**

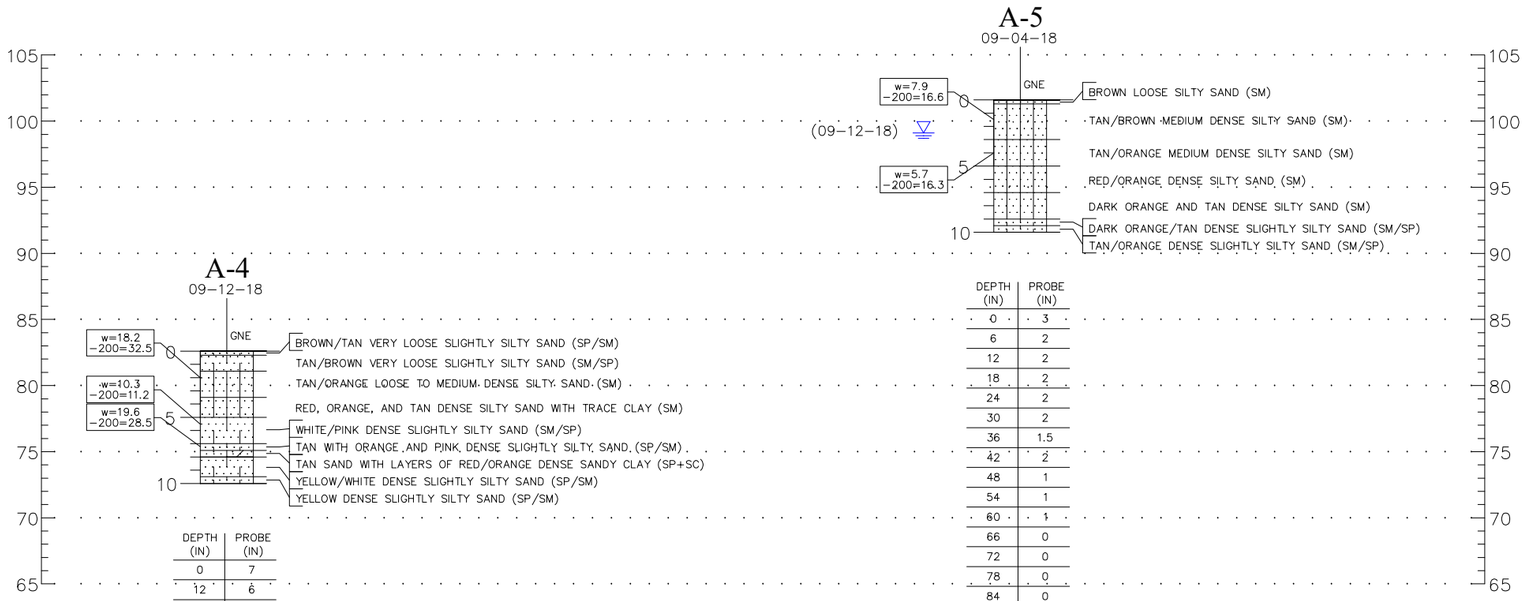
Date: 10/01/2018 **Checked By: DLL**

Project: Motley Court Gully Restoration

Location: Escambia County, Florida

Geotechnical Engineering
LMJ
Drilling Services
Materials Testing

BORING LOGS



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SLIGHTLY SILTY SAND
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CLAY
CLAYEY SAND
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GRAVEL

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Project #: 18-271 **Scale: NTS**

Date: 10/01/2018 **Checked By: DLL**

Project: Motley Court Gully Restoration

Location: Escambia County, Florida

Geotechnical Engineering
LMJ
Drilling Services
Materials Testing

APPENDIX D

Armormax 75 HPTRM - Project-specific Details

January 16, 2019

RE: **Motley Court Gully Restoration**
High Performance Turf Reinforcement Mat (HPTRM)
And Geotextile

To Whom It May Concern,

We want to thank you for considering the use of Propex products and solutions for stabilization and erosion control on the above referenced project. We understand the project to include erosion protection of the canal banks. It is also understood that the canal banks have proposed side slopes at a gradient of approximately 4 Horizontal : 1 Vertical (4H:1V) or flatter.

We would like to submit the following information in order to utilize the *ARMORMAX® Engineered Earth Armoring Solutions™* to mitigate surficial erosion. *ARMORMAX 75* consists of *PYRAMAT® 75 High Performance Turf Reinforcement Mat (HPTRM)* secured permanently with *ARMORMAX Engineered Earth Anchors™ (EEA™). ARMORMAX Engineered Earth Anchors™ (EEA™)* are pre-assembled, which reduces installation time and costs.

We are suggesting the installation of *ARMORMAX 75* with 3 ft. long type B1 anchors at a horizontal spacing of 4 ft. and a vertical spacing of 5 ft. along with 2.0 ft. long securing pins at a horizontal spacing of 2 ft. and a vertical spacing of 2.5 ft. We also suggest using GEOTEX® 601 nonwoven geotextile to underlay the ARMORMAX 75 from the lower termination trench at the toe of the slope up to 1 ft. above the Normal Water Level (NWL). The nonwoven geotextile will assist with sediment control in areas where vegetation performance may be affected by fluctuating water levels.

ANTIOXIDANT PERFORMANCE

HPTRMs are very stable materials, but their susceptibility to UV degradation is dependent upon the type, quality, and amount of the Ultraviolet (UV) inhibitor utilized during manufacturing. HPTRMs are typically composed of polymer resin and an additive package. The additive package, such as Carbon Black or Hindered Amine Light Stabilizers (HALS), can be a combination of colorant and antioxidant that work in concert to protect the polymer against degradation. While UV radiation is the main source of degradation to the polymer, visible light and infrared (IR) light can degrade the colorant or antioxidant, causing the additive package to be ineffective and the polymer to degrade prematurely. The rate of degradation must be fully understood in order to have confidence in long term performance.

ASTM D-4355

The durability and long term performance of the HPTRM is tested per ASTM D-4355 in order to quantify the rate of degradation after an established amount of exposure. D-4355 utilizes a xenon arc in order to reproduce the entire spectrum of sunlight, from 250 nm to 800 nm including UV light, visible light, and IR light. Other test methods, such as ASTM D-7238, only reproduce UV light, from 295 to 400 nm. This results in the total radiation exposure for each test to be very different, with D-7238 only producing 68.3 W/m2 and D-4355 producing 517.8 W/m2. While D-7238 focuses the radiation on only the polymer, D-4355 exposes the entire material to radiation in order to simulate real world conditions.

By definition, an HPTRM is a synthetic textile utilized within the soil surface like a geotextile, however the function and required durability of an HPTRM is greatly different from that of a standard geotextile. Due to their lack of exposure, geotextiles only require a testing duration per ASTM D-4355 of 500 hours. HPTRMs, while intended to be vegetated, are also designed to be exposed. Whether seed or sod is used, no project can be guaranteed to maintain 100% vegetative coverage over the entire design life. It has also been found that even if the vegetative coverage is maintained, the thermal fluctuation in the HPTRM caused by regional temperature change can induce oxidation and reduce the durability of the material. Therefore, HPTRM designs should require more durability than standard geotextiles, having

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the test duration per ASTM D-4355 increased to a minimum of 3,000 hours and provided by a third party independent testing agency. ASTM D-4355 has been used by all of the permanent erosion control product manufacturers for over 20 years to specify the durability of HPTRMs and over 40 years to specify the durability of geotextiles.

FIELD PERFORMANCE

In addition to laboratory testing, field samples of Propex HPTRMs are evaluated in order to correlate results from ASTM D-4355 to real world exposure for a better understanding of the material's design life. In 2015, samples of *PYRAMAT 75* were taken from the Bell Road Channel in Scottsdale, Arizona to determine the retained tensile strength after 13 years of exposure. With minimal vegetation established, the majority of the HPTRM was exposed in a severe environment having the highest solar radiation in the continental United States of 21.70 MJ/m2-day. The results showed an average retained tensile strength of 79% when compared to independent third party test results. Using this field retained tensile strength and both our independent and internal test results for UV resistance we can begin to anticipate the functional longevity of *PYRAMAT 75* as shown in Figure 1.

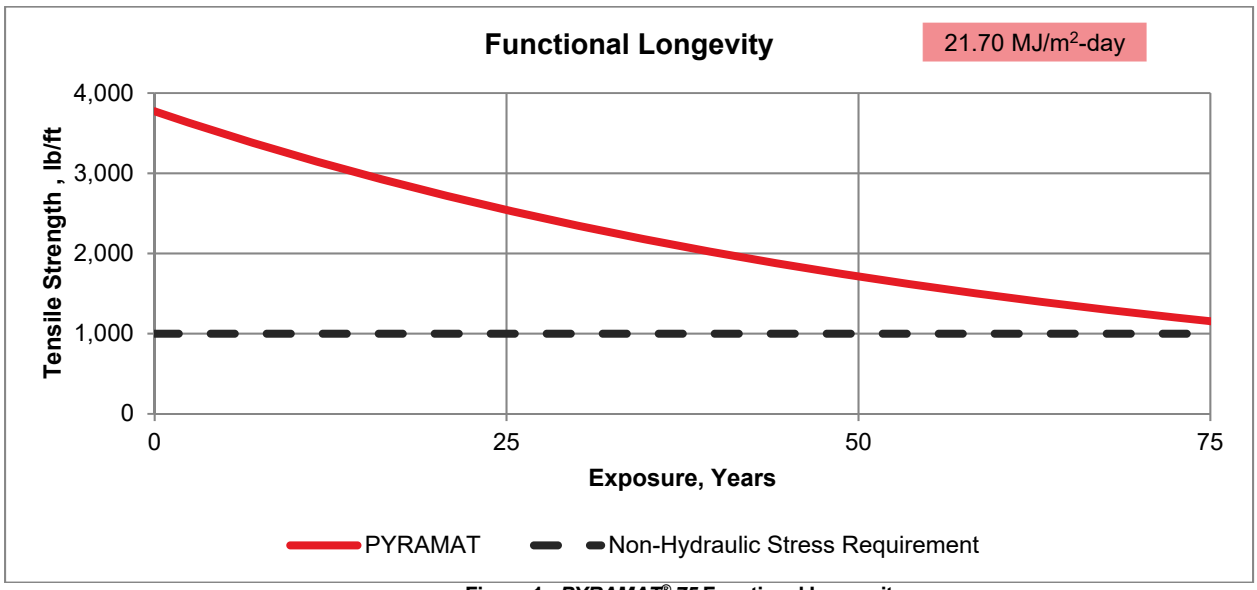

Figure 1 - *PYRAMAT® 75* Functional Longevity

MANUFACTURING QUALITY AND TESTING

Over the past 20 years, Propex has utilized a MQC program to establish internal testing frequencies, set property requirements, and rectify any deficient test results in order to successfully provide over 10 million square yards of HPTRM. Propex proudly manufactures PYRAMAT 75 in Ringgold, GA, controlling the entire process from pellets of resin to the packaging of the HPTRM. Propex HPTRMs are subjected to internal and external testing per ASTM D-4355 on an annual basis for 3,000 and 6,000 hours of exposure (Table 1).

Table 1 - Independent and Internal Test Results

Property	Test Method	*PYRAMAT®* 75
Tensile Strength (Published)	ASTM D-6818	4,000 x 3,000 lb/ft
UV Resistance @ 500 Hours	ASTM D-4355	>95%
UV Resistance @ 1,000 Hours	ASTM D-4355	>95%
UV Resistance @ 3,000 Hours	ASTM D-4355	>90%
UV Resistance @ 6,000 Hours	ASTM D-4355	>90%

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PROVEN RESULTS

ARMORMAX has been in the marketplace for over a decade. *ARMORMAX* installations have totaled over 700,000 square yards on applications such as pond banks, levees, canal banks, slopes and channels. The Project Reference list can be found in the appendix of this submittal along with *ARMORMAX* case studies. *ARMORMAX* provides excellent UV Resistance that has been both field and laboratory tested. *ARMORMAX* is also cost-effective and easy to install.

ARMORMAX has been tested and proven to withstand Wave Overtopping Simulations. The Wave Overtopping Simulations, performed by Colorado State University (CSU) and overseen by the U.S. Army Corps of Engineers (USACE), replicated overtopping events corresponding with an incident significant wave height of 8.0 ft. impinging on a seaward-side levee with a slope gradient of 4H:1V. Average wave overtopping discharges of 2, 3, and 4 cfs/ft. were utilized in the testing to account for the change in levee freeboard.

Enclosed please find additional product information for *ARMORMAX 75* and *GEOTEX 601.* Should you have any questions or concerns regarding the analysis or the contents herein, please do not hesitate to contact me by phone at (423) 553-2199 or by email at matt.patton@propexglobal.com.

Sincerely,

Matt Patton, PE
Applications Engineer, GeoSolutions
Propex Operating Company, LLC

Drew Loizeaux, PE
Engineering Services Manager, GeoSolutions
Propex Operating Company, LLC

Enclosures:

1. *ARMORMAX*® 75 Product Data Sheet
2. *GEOTEX*® *601* Product Data Sheet
3. *ARMORMAX*® Installation Guidelines
4. *ARMORMAX*® 75 Installation Details
5. *ARMORMAX*® Case Studies

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ARMORMAX®

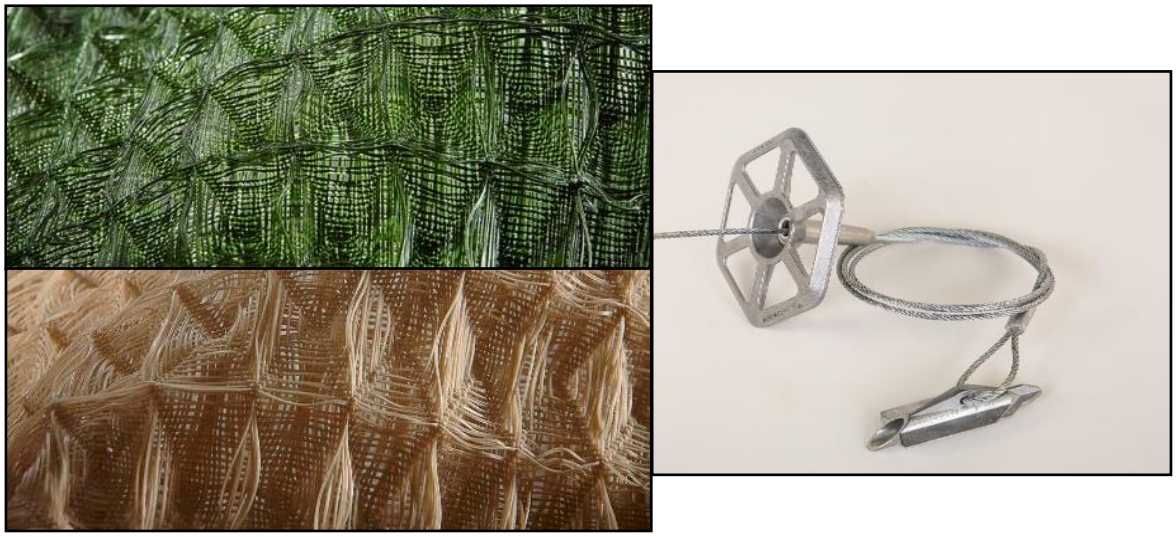
Engineered Earth Armoring System

Product Data

ARMORMAX® 75

For Erosicon Control

The ARMORMAX® 75 for Erosion Control is an Engineered Earth Armoring Solution™ used for permanent erosion protection in vegetated and unvegetated applications. It is composed of two components: PYRAMAT® 75 High Performance Turf Reinforcement Mat (HPTRM) and Type B1 Enginnered Earth Anchors. ARMORMAX® 75 is available in green or tan to provide for an aesthetically pleasing solution with proven performance. The anchor component is specifically designed and tested for compatibility and performance with PYRAMAT® 75 HPTRM to provide a system solution. Propex offers several anchor options to provide the ARMORMAX® 75 system designed for specific challenges and needs. The expected design life of ARMORMAX® 75 is up to 75 years because of its superior UV resistance, resistance to corrosion, strength, and durability in the most demanding environments.



The PYRAMAT® 75 HPTRM component of ARMORMAX® 75 values listed below[1] while manufactured at a Propex facility having achieved ISO 9001:2008 certification. Propex also performs internal Manufacturing Quality Control (MQC) tests that have been accredited by the Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP).

The Type B1 Anchor model is used for permanent erosion protection applications and has a working load of up to 500 lbs. The Type B1 Anchor consists of an aluminum anchor head, galvanized steel cable, aluminum ferrules, aluminum load-locking mechanism, and an aluminum top plate. The bullet nose design of the anchor head allows the anchor to penetrate PYRAMAT® 75 HPTRM resulting in minimal installation damage. The Type B1 Anchor is also designed with a recessed cavity so the top of the cable can be cut below the surface being protected.

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ARMORMAX®

Engineered Earth Armoring System

Product Data

ARMORMAX® 75

For Erosion Control

PYRAMAT® 75 HPTRM PROPERTIES

PROPERTY	TEST METHOD	ENGLISH	METRIC
ORIGIN OF MATERIALS			
% U.S. Manufactured		100%	100%
PHYSICAL			
Thickness [2]	ASTM D-6525	0.40 in	10.2 mm
Light Penetration (% Passing) [3]	ASTM D-6567	10%	10%
Color	Visual	Green or Tan	
MECHANICAL			
Tensile Strength [2]	ASTM D-6818	4000 x 3000 lbs/ft	58.4 x 43.8 kN/m
Elongation [2]	ASTM D-6818	40 x 35 %	40 x 35 %
Resiliency [2]	ASTM D-6524	80%	80%
Flexibility [4]	ASTM D-6575	0.534 in-lb	616,154 mg-cm
ENDURANCE			
UV Resistance % Retained at 3,000 hrs [4]	ASTM D-4355	90%	90%
UV Resistance % Retained at 6,000 hrs [4]	ASTM D-4355	90%	90%
PERFORMANCE			
Velocity (Vegetated) [4, 5]	Large Scale	25 ft/sec	7.6 m/sec
Shear Stress (Vegetated) [4, 5]	Large Scale	16 lb/ft²	766 Pa
Manning's n (Unvegetated) [4, 6]	Calculated	0.028	0.028
USACE / CSU Wave Overtopping	Large Scale	USACE Approved	
Seedling Emergence [4]	ASTM D-7322	296%	296%
ROLL SIZES		8.5 ft x 120 ft 15.0 ft x 120 ft	2.6 m x 36.6 m 4.6 m x 36.6 m

TYPE B1 ANCHOR PROPERTIES

Component Materials	Material Composition	Physical Properties
Anchor Head	Aluminum	3.57 in x 1.26 in x 0.91 in (90.7 mm x 32 mm x 23.1 mm) Bearing Area: 3.44 in² (22.2 mm²)
Cable Tendon	Galvanized Steel	Diameter: 0.109 in (2.8 mm)
Lower Termination	Aluminum	Length: 0.63 in (16 mm), Wall Thickness: 0.09 in (2.3 mm)
Load Bearing Plate	Aluminum	3.97 in x 4.4 in x 0.65 in (100.8 mm x 111.8 mm x 16.5 mm) Bearing Area: 8.07 in² (52.1 mm²)
Top Termination	Aluminum	Circumferential Tripple Wedge Grip Assembly to Eliminate Cable Pinch Points Grip to Cable Contact Surface Area: 0.242 in² (156.1 mm²) Grip to Cable Contact Ratio: 83% of Cable Diameter

Performance Properties			
Ultimate Assembly Strength	1300 lb (5.78 kN)	Typical Working Load	500 lb (2.22 kN)
Ultimate Cable Strength	1600 lb (7.12 kN)	Embedment Depth	3-5 ft (0.91-1.52 m)

NOTES:

1. The property values listed above are effective 01/01/2019 and are subject to change without notice. Values represent testing at time of manufacture.
2. Minimum average roll values (MARV) are calculated as the typical minus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any samples taken from quality assurance testing will exceed the value reported.
3. Maximum Average Roll Value (MaxARV), calculated as the typical plus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any sample taken during quality assurance testing will meet to the value reported.
4. Typical Value.
5. Maximum permissible velocity and shear stress has been obtained through vegetated testing programs featuring specific soil types, vegetation classes, flow conditions, and failure criteria. These conditions may not be relevant to every project nor are they replicated by other manufacturers. Please contact Propex for further information.
6. Calculated as typical values from large-scale flexible channel lining test programs with a flow depth of 6 to 12 inches.

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GEOTEX® Nonwoven

Product Data

GEOTEX® 601

GEOTEX® 601 is a polypropylene, staple fiber, needle-punched nonwoven geotextile produced by Propex, and will meet the following Minimum Average Roll Values (MARV) when tested in accordance with the methods listed below. The fibers are needled to form a stable network that retains dimensional stability relative to each other. The geotextile is resistant to ultraviolet degradation and to biological and chemical environments normally found in soils.

GEOTEX® 601 conforms to the property values listed below[1]. Propex performs internal Manufacturing Quality Control (MQC) tests that have been accredited by the Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). This product is NTPEP tested for AASHTO standards.

		MARV[2]	
PROPERTY	TEST METHOD	ENGLISH	METRIC
ORIGIN OF MATERIALS			
% U.S. Manufactured		100%	100%
MECHANICAL			
Grab Tensile Strength	ASTM D-4632	160 lbs	712 N
Grab Elongation	ASTM D-4632	50%	50%
CBR Puncture	ASTM D-6241	410 lbs	1824 N
Trapezoidal Tear	ASTM D-4533	60 lbs	267 N
ENDURANCE			
UV Resistance at 500 hrs	ASTM D-4355	70%	70%
HYDRAULIC			
Apparent Opening Size (AOS)[3]	ASTM D-4751	70 US Std. Sieve	0.212 mm
Permittivity	ASTM D-4491	1.5 sec^{-1}	1.5 sec^{-1}
Water Flow Rate	ASTM D-4491	110 gpm/ft^2	4482 $l/min/m^2$
ROLL SIZES[4]		12.5 ft x 360 ft 15 ft x 300 ft	3.81 m x 109.8 m 4.57 m x 91.5 m

NOTES:

1. The property values listed above are effective 12/17/2018 and are subject to change without notice.
2. Values shown are in weaker principal direction. Minimum average roll values (MARV) are calculated as the typical minus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any samples taken from quality assurance testing will exceed the value reported. Values represent testing at time of manufacture.
3. Maximum average roll value.
4. Contact your local Territory Business Manager (TBM) for custom widths and colors. Lead times may vary depending on customer requirements and volume requested.

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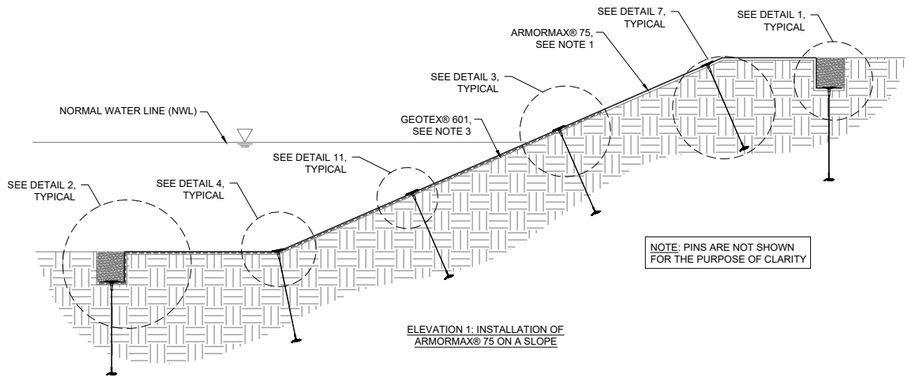
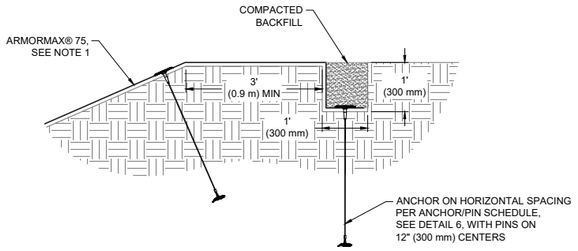
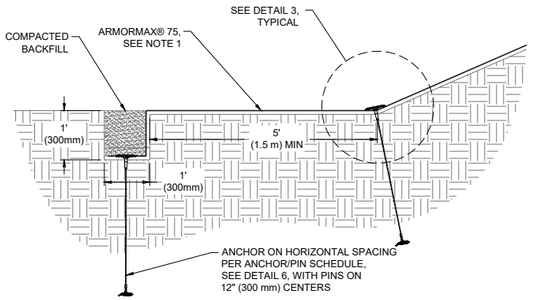


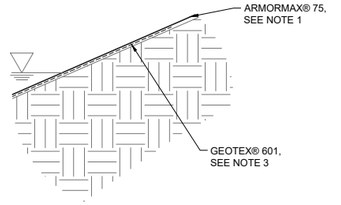
ELEVATION 1: INSTALLATION OF ARMORMAX® 75 ON A SLOPE



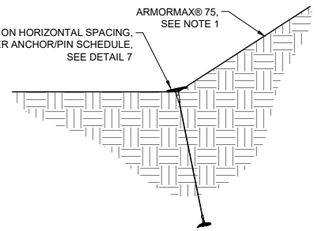
DETAIL 1: CREST OF SLOPE (COS) TRENCH



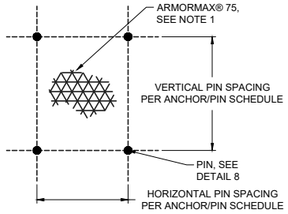
DETAIL 2: TOE OF SLOPE (TOS) TRENCH



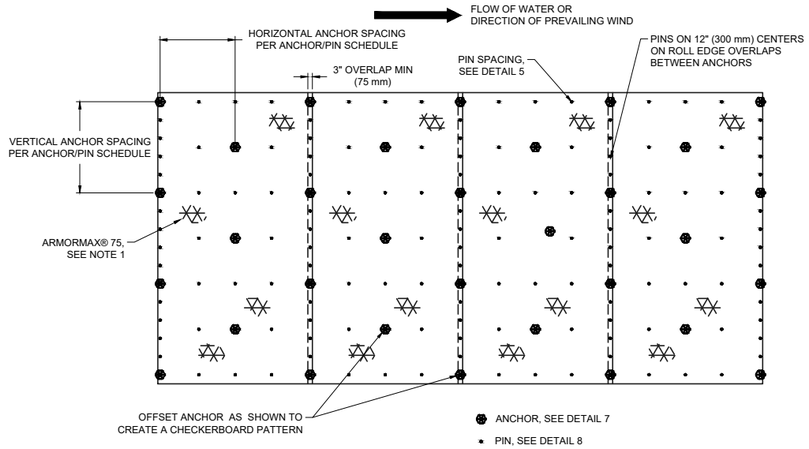
DETAIL 3: NONWOVEN GEOTEXTILE PLACEMENT



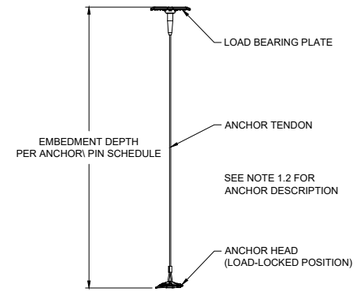
DETAIL 4: BREAK IN SLOPE INTERFACE



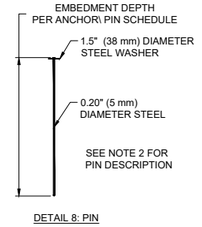
DETAIL 5: PIN PATTERN



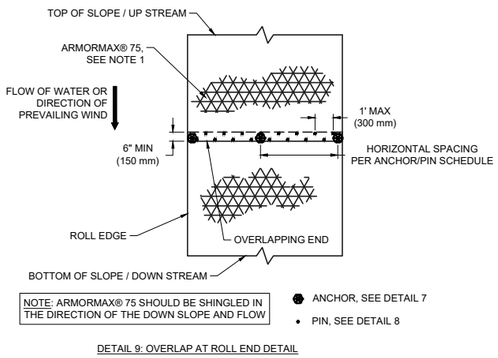
DETAIL 6: ANCHOR / PIN PATTERN



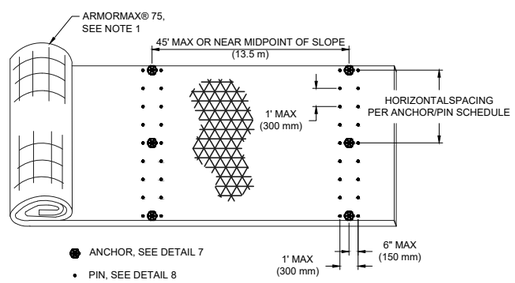
DETAIL 7: ENGINEERED EARTH ANCHOR



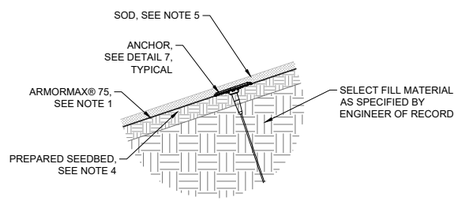
DETAIL 8: PIN



DETAIL 9: OVERLAP AT ROLL END DETAIL



DETAIL 10: SIMULATED CHECK SLOT DETAIL



DETAIL 11: VEGETATION ESTABLISHMENT

ANCHOR/PIN SCHEDULE		
SECURING DEVICE	ANCHOR	PIN
HORIZONTAL ANCHOR SPACING	4'	2'
VERTICAL ANCHOR SPACING	5'	2.5'
EMBEDMENT DEPTH	3'	1.5'

ARMORMAX® 75 ON A SLOPE FOR EROSION CONTROL (NON-STRUCTURAL APPLICATION) GENERAL INSTALLATION GUIDELINES

GENERAL NOTES

1. ARMORMAX® 75 is an engineered solution used for permanent erosion protection or surficial slope stability in vegetated and unvegetated applications. It is composed of two components: PYRAMAT® 75 High Performance Turf Reinforcement Mat (HPTRM) and Engineered Earth Anchors. ARMORMAX® 75 is available in green or tan to provide for an aesthetically pleasing solution with proven performance.
   - 1.1. PYRAMAT® 75 HPTRM is a three-dimensional, lofty, woven polypropylene geotextile that is available in green or tan which is specially designed for erosion control applications on steep slopes and vegetated waterways. The matrix is composed of polypropylene monofilament yarns featuring X3® technology woven into a uniform configuration of resilient pyramid-like projections. The material exhibits very high interlock and reinforcement capacity with both soil and root systems, demonstrates superior UV resistance, and enhances seedling emergence.
   - 1.2. The Type B1 Anchor model is used for permanent erosion protection applications and has a working load of up to 500 lbs. The Type B1 Anchor consists of an aluminum anchor head, galvanized steel cable, aluminum ferrules, aluminum load-locking mechanism, and an aluminum top plate. The bullet nose design of the anchor head allows the anchor to penetrate HPTRM resulting in minimal installation damage. The Type B1 Anchor is also designed with a recessed cavity so the top of the cable can be cut below the surface being protected.
2. The 12", 18", and 24" Securing Pins are composed of a wire, mushroomed at the top. A washer is then placed on the wire and the wire is crimped or swedged about 3-1/2" below the top so the washer will not slide off. The end of the wire is cut at a 45 degree angle for easy penetration of the soil. These Pins with washers conform to industry standards for erosion control pins with washers.
3. GEOTEX® 601 nonwoven geotextile should be used to underlay ARMORMAX® 75 to assist with sediment control from the termination trench at the toe of the slope up to 1' above the expected Normal Water Level (NWL).

Vegetation Establishment

4. Prepare seedbed by loosening 50 to 75 mm (2 to 3 in) of soil above final grade. Select and apply soil amendments and fertilizer to scarified surface prior to installation of the ARMORMAX® 75. A site specific soil test should be performed to help determine what soil amendments, such as lime and fertilizer, need to be incorporated into the soil to promote healthy vegetation.
5. Upon installation of the ARMORMAX® 75, sod should be placed atop the ARMORMAX® 75 using sod staples.
6. Irrigate as necessary to establish and maintain vegetation until 90% of vegetation has established and has reached a height of 2 inches. Frequent, light irrigation will need to be applied to seeded areas if natural rain events have not occurred within two weeks of seeding. When watering seeded areas, use a fine spray to prevent erosion of seeds or soil. Do not over irrigate.

BEFORE INSTALLATION BEGINS

7. Coordinate with a Propex Representative: A pre-construction meeting is suggested with the construction team and a representative from Propex. This meeting should be scheduled by the contractor with at least a two week notice.
8. Gather the Tools Needed: Tools that you will need to install ARMORMAX® 75 include a pair of industrial shears to cut PYRAMAT® 75, tape measure, percussion hammer (sized appropriately for the anchors), ground rod driver compatible with the percussion hammer, drive steel compatible with the anchor, setting tool to set and load-lock theanchor, and wire cutters to cut the cable tendon of the anchor. If anchors will be load tested during construction, additional testing equipment may be necessary. Consult the "Anchor Load Test Manual" from Propex for further guidance. Available for purchase from Propex are drive steel, setting tools, and wire cutters.
9. Determine how to Establish Vegetation: The method of vegetation establishment should be determined prior to the start of installation. Different vegetation establishment methods require different orders of installation. Refer to Establish Vegetation for further guidance.
10. Please consult the Propex Website for the most up to date installation guidelines.

EROSION CONTROL INSTALLATION DETAILS

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ARMORMAX

ARMORMAX® 75 INSTALLATION DETAILS FOR SLOPES

Date:	Drawn By:	Scale:
01/14/2019	J. HILL	NTS

*ALL DIMENSIONS ARE TO BE VERIFIED BY ENGINEER OF RECORD

Thank you for purchasing ARMORMAX® for Erosion Control or Slope Stability by Propex Operating Company, LLC (Propex). This document provides installation and maintenance guidelines for ARMORMAX used as slope armoring to improve earthen slope resiliency and slope stability. ARMORMAX provides permanent erosion protection of an earthen slope, promotes vegetation, and improves slope stability, consists of two components:

- PYRAMAT® - High Performance Turf Reinforcement Mat (HPTRM)
- Engineered Earth Anchor (Anchor)

Temporary securing pins (pins) are used during installation to hold ARMORMAX in place while installing anchors. Pins also promote vegetation establishment keeping ARMORMAX in intimate contact with the soil.

ARMORMAX is an Engineered Earth Armoring Solution ™ with a unique design for each specific project. While Propex has made every effort to ensure general validity, this information should not be used for a specific application without independent professional examination and verification of its suitability, applicability, and accuracy. The information provided herein is for general information only, and is intended to present installation guidance. Project specific contract documents take precedence when pin and anchor placements are different than what is represented in this document. Depending upon the critical nature of the structure to be armored, work restrictions may be in place such as limiting work based on growing seasons, weather patterns, etc. Work should be performed under the provisions set forth for the specific project. Propex Engineering Services is available for support during installation to consult for solving constructability issues encountered in specific applications. Please feel free to contact our Engineering Serivces team at GeoEngineering@propexglobal.com.

BEFORE INSTALLATION BEGINS

- *Coordinate with a Propex Representative:* A pre-construction meeting is suggested with the construction team and a representative from Propex. This meeting should be scheduled by the contractor with at least a two week notice.
- *Gather the Tools Needed:* Tools that you will need to install ARMORMAX include a pair of industrial shears, tape measure, percussion hammer (sized appropriately for the anchors), ground rod driver compatible with the percussion hammer, drive steel compatible with the anchor, setting tool to set and load-lock the anchor, and wire/bolt cutters to cut the cable tendon of the anchor. If anchors will be load tested during construction, additional testing equipment may be necessary. Consult the "Anchor Load Test Manual" from Propex for further guidance. Available for purchase from Propex are drive steel, JackJaw® Setting Tools, wire cutters, and a gas powered anchor driver.
- *Determine how to Establish Vegetation:* The method of vegetation establishment should be determined prior to the start of installation.
- Different vegetation establishment methods require different orders of installation. Refer to *VEGETATION ESTABLISHMENT* for further guidance.

INSTALLATION OF ARMORMAX ON SLOPES

PREPARE THE SITE

It is recommended during all stages of site preparation that disturbed soils remain unprotected for not more than a single day. Depending on project size this may require progressive site preparation during installation.

1. Grade and compact the area on the slope where ARMORMAX will be installed. The slope surface should be uniform and smooth, having all rocks, clods, vegetation or other objects removed so that during *ARMORMAX* LAYDOWN, ARMORMAX comes in direct, intimate contact with the slope surface.
2. Prepare the area to be armored with ARMORMAX by loosening the topsoil to promote better vegetation establishment. This may be accomplished with a rotary tiller on slopes 3:1 or flatter. For slopes greater than 3:1, prepare topsoil in a safe manner.

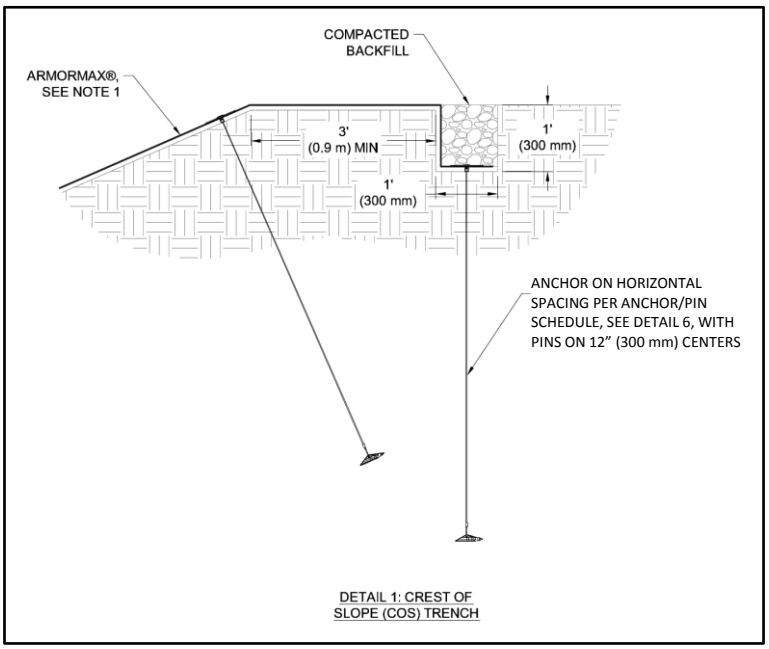


Figure 1: Crest of Slope (COS) Trench

3. Excavate a Crest of Slope (COS) trench 12 in x 12 in (300 mm x 300 mm) minimum at a distance of 3 ft (900 mm) from the crest of the slope. (Figure 1).

4. Excavate a Toe of Slope (TOS) trench 12 in x 12 in (300 mm x 300 mm) minimum at a minimum distance of 5 ft (1.5 m) from the toe of the slope. (Figure 2)

5. If seeding, refer to *VEGETATION ESTABLISHMENT* for additional considerations during site preparation.

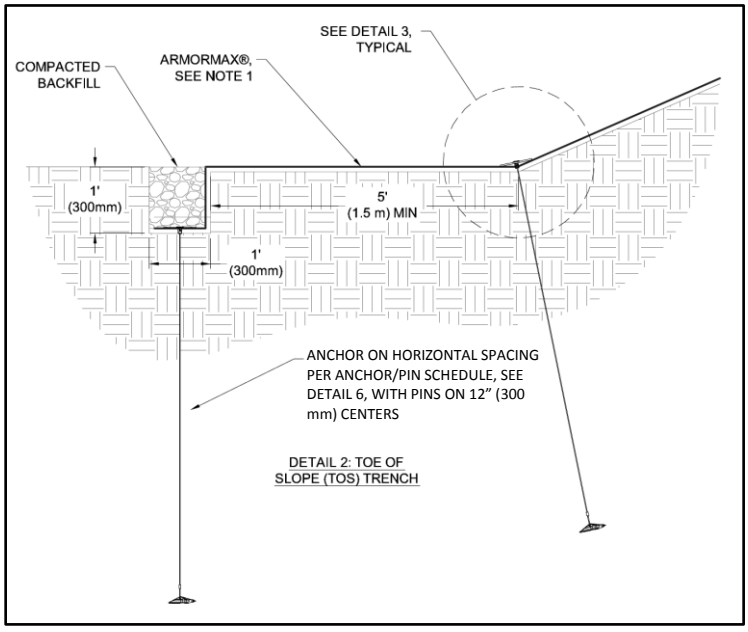


Figure 2: Toe of Slope (TOS) Trench

ARMORMAX LAYDOWN

1. Begin the *ARMORMAX* **LAYDOWN** process by starting with the downstream / downwind end of the site. To ensure proper anchoring of the overlapped areas the proceeding roll width must be laid out before the current roll width can be anchored with exception to the final roll width. For straight sections of a slope, ARMORMAX panel lengths should be long enough to construct COS and TOS trenches while also covering the surface of the slope being armored (Figure 12). Panel edges should rest approximately perpendicular to the slope center line. For best results, panels of ARMORMAX should be continuous and free from seams or roll end overlaps that are parallel to the centerline of the slope. Panel edge overlapping should follow a pattern of placing each proceeding panel's edge overtop the previous panel edge, shingling the panels in the direction of the water flow or prevailing wind.

2. Starting at the COS trench, lay ARMORMAX roll so that the roll ends points towards the crest of the slope (Figure 3), with a 3 inch (75 mm) overlap created at adjacent panel edge locations. Ensure that adjacent panel edges maintain a minimum 3 inch overlap during *ARMORMAX* **LAYDOWN** (Figure 8).

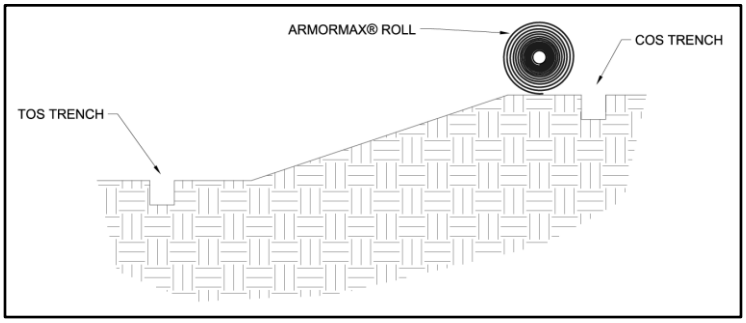


Figure 3: Crest of Slope (COS) Trench Alignment

3. Secure ARMORMAX with pins and Secondary anchors in the COS trench. Pins should be made of steel with a 0.20 in (5 mm) minimum diameter, having a 1.5 in (38mm) diameter washer at the head, and a length between 12 and 24 in (300-600 mm) with sufficient ground penetration to resist pullout (Figure 4). Longer pins may be required for looser soils. Heaver metal stakes may be required in rocky soils. Suggested placement of pins and Secondary anchors for the COS trench is along the bottom of the trench with pins on 12 in (300 mm) centers in between Secondary anchors on 4 ft (1.2 m) centers. Secondary anchors should also be installed on panel edge overlaps in the COS trench.

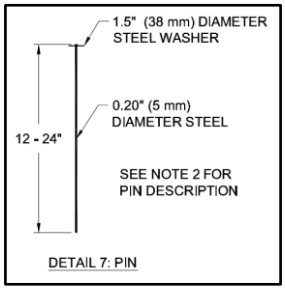


Figure 4: Securing Pin

4. Backfill and compact the COS trench in the location of the first ARMORMAX panel only (Figure 5).

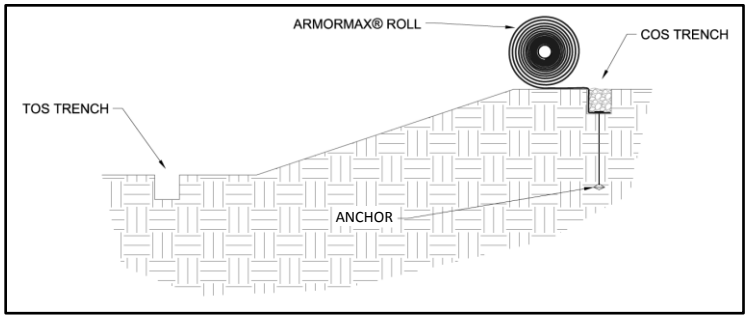


Figure 5: Crest of Slope (COS) Trench Placement

5. Unroll the ARMORMAX roll on the slope surface in the area to be armored (Figure 6). Ensure that ARMORMAX has intimate contact with the ground and all irregular surfaces beneath ARMORMAX are removed.

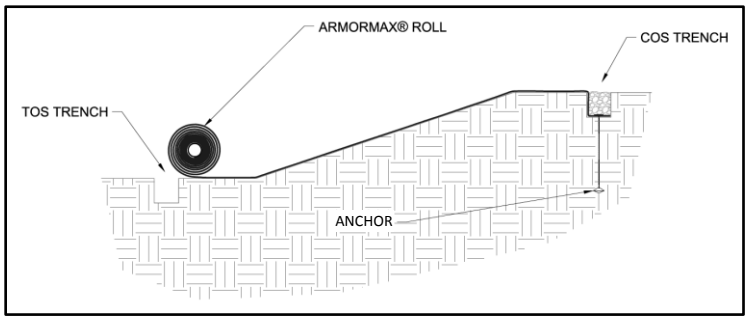


Figure 6: Placement of ARMORMAX across Slope

6. Secure ARMORMAX panels in place using pins, Primary anchors, and anchors across the slope surface according to the project's engineered design. Pin and anchor placement should reflect a staggered checkerboard pattern across the slope surface for best results (Figure 7 and Figure 8).

   - The leading edge of the first ARMORMAX panel should be secured on the Slope Armoring Edge (SAE) with pins on 12 in (300 mm) centers in between anchors on intervals based on the slope stability analysis.
   - Roll edges shall be overlapped a minimum of 3 in (75 mm) with pins placed on 12 in (300 mm) centers in between anchors on intervals based on the slope stability analysis (Figure 8).
   - Roll ends shall be overlapped a minimum of 6 in (150 mm) with upstream / upwind panel on top. Secure roll end overlaps with two rows of pins staggered 6 in (150 mm) apart on 12 in (300 mm) centers and with one row of anchors on intervals based on the slope stability analysis (Figure 9)
   - For slope lengths greater than 45 ft (13.7 m), install simulated check slots. This method includes placing two rows of pins 12 in (300 mm) apart on 12 in (300 mm) centers and one row of anchors between the rows of pins on 4 ft (1.2 m) centers at 45 ft (13.7 m) maximum intervals or across the midpoint of the slope for slope lengths less than 60 ft (18.2 m) (Figure 10).
   - At the break in slope interface towards the TOS, it is suggested that anchors be installed on intervals based on the slope stability analysis (Figure 11).

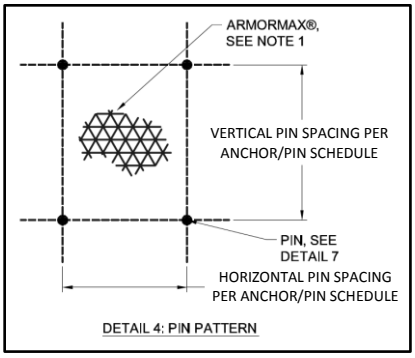


Figure 7: Example Pin Pattern

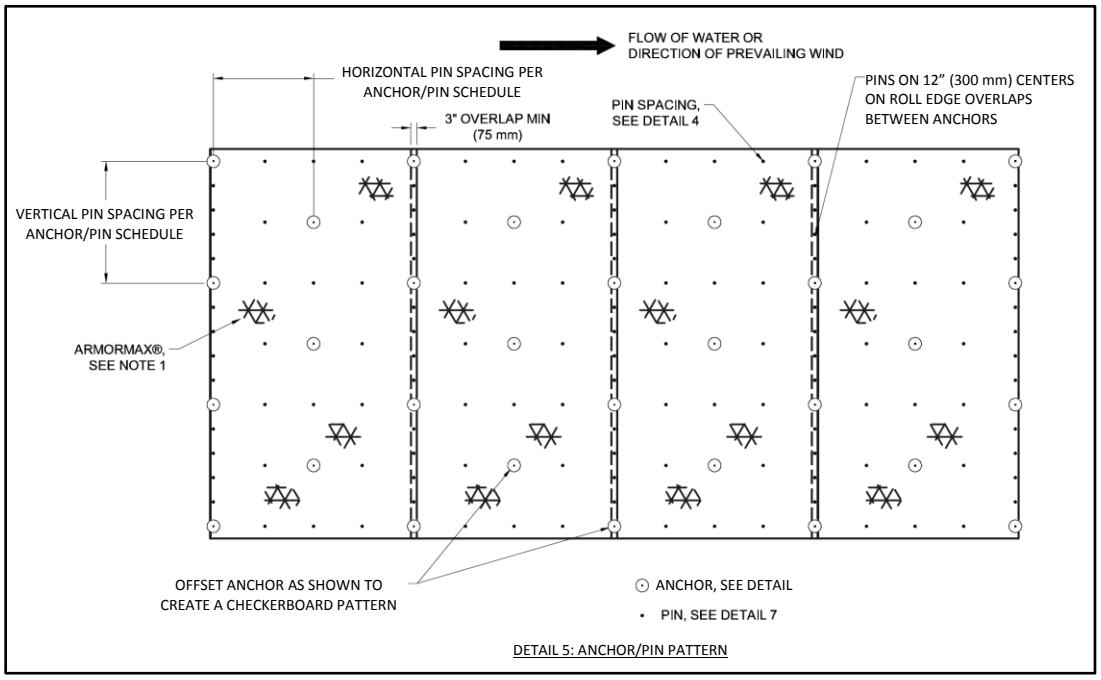


Figure 8: Example of Anchor Pattern - 0.5 Anchors/yd^2

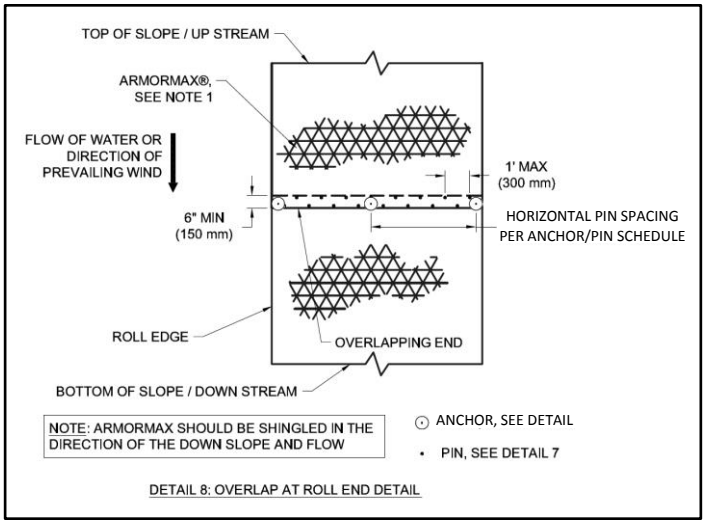


Figure 9: Roll End Overlap

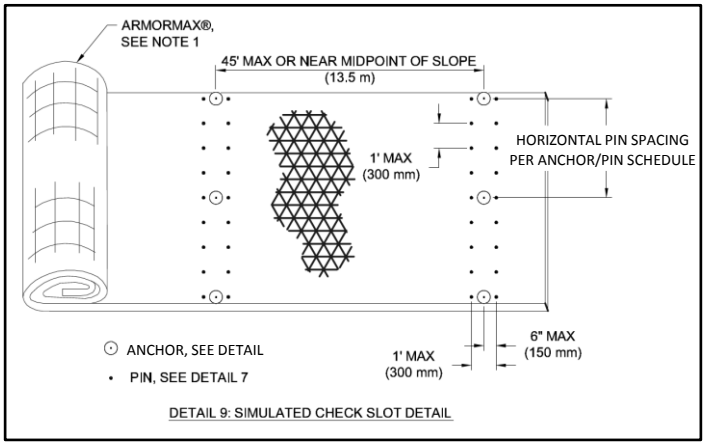


Figure 10: Simulated Check Slot

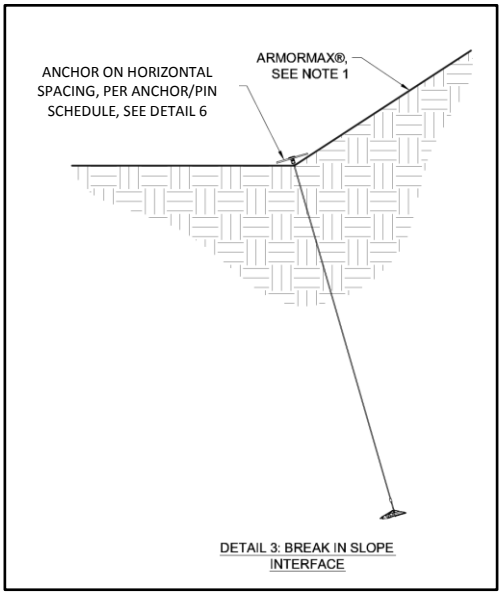


Figure 11: Break in Slope Interface

7. Secure ARMORMAX with pins and anchors in the TOS trench. Suggested placement of pins and anchors for the TOS trench is along the bottom of the trench with pins on 12 in (300 mm) centers in between anchors on 4 ft (1.2 m) centers (Figure 12).

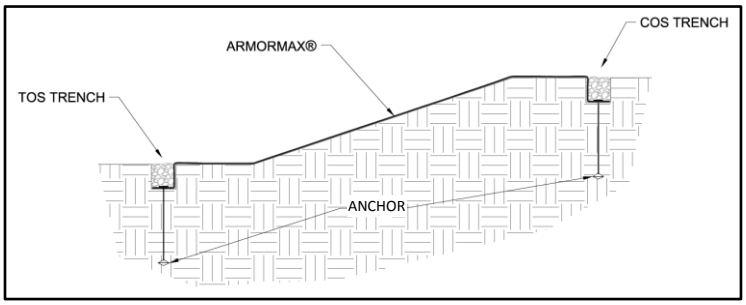


Figure 12: Crest of Slope (COS) Trench and Toe of Slope (TOS) Trench Complete

8. Backfill and compact the TOS trench. (Figure 12)

9. Continue to work down the length of the slope by repeating steps 1 through 8 overlapping each adjacent ARMORMAX panel by 3 inches (75 mm) (Figure 8). The last ARMORMAX panel should terminate on the Slope Armoring Edge (SAE) with pins on 12 in (300 mm) centers in between anchors on intervals based on the slope stability analysis. At a minimum, ARMORMAX panels should be pinned entirely across the slope surface, pins and anchors should be installed in the trenches, and the trenches should be backfilled and compacted at the end of each day to minimize rework in the case of a major rain event. Specific project conditions may warrant further evaluation of installation order for ease. An example elevation view (Figure 13) of a slope armored with ARMORMAX can be seen below for overall reference. Consult Propex Engineering Services at (800) 621-1273with any questions that you may have.

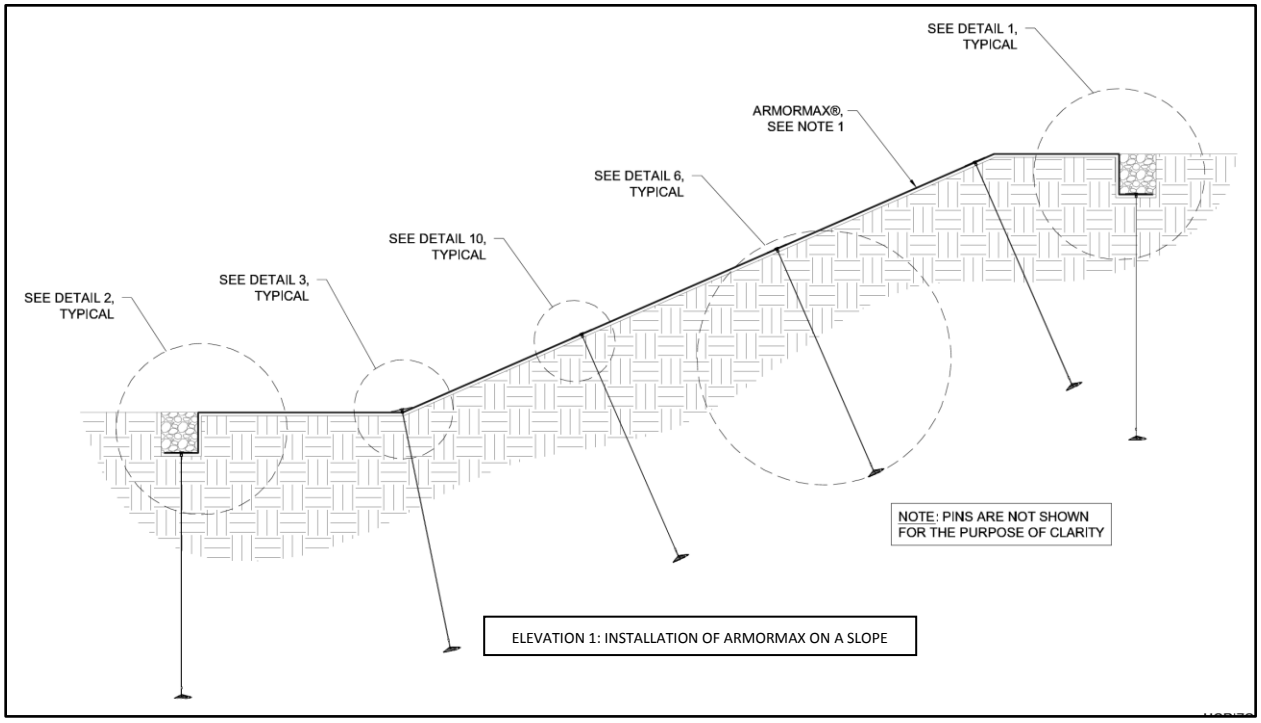


Figure 13: Completed Slope Isometric View

INSTALL ANCHORS

The ARMORMAX anchor typically consists of an anchor head, a flexible cable tendon, and a load bearing plate. For quality control purposes and warranty claims, anchors should be delivered to the jobsite fully assembled and ready for installation.

Anchors are to be installed in locations specified for the project, and are typically installed in conjunction with *ARMORMAX LAYDOWN*. There are several options available from Propex for different types of anchors. For optimal performance with the greatest risk reduction, it is important to select the proper anchor and perform the installation in accordance with the pattern designed for required resiliency and long term durability of the slope. Understanding the mechanics behind installing the anchor component of ARMORMAX will result in a quality ARMORMAX installation.

TYPE B1 & B2 ANCHOR

The installation of either Type B1 or Type B2 Anchor (Figure 14) is described below. The tools that you will need are a percussion hammer, a ground rod driver and drive steel compatible with the anchor and percussion hammer, a JackJaw setting tool, and wire cutters.

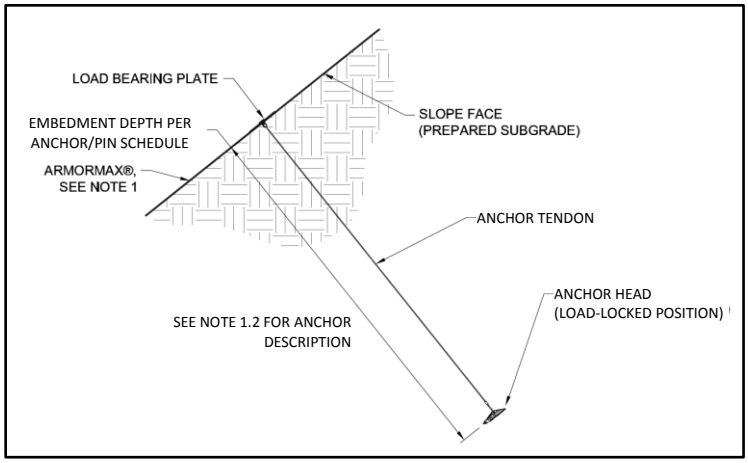


Figure 14: Anchor Detail

1. Use one piece drive steel or assemble segmental drive steel to the appropriate length in order to drive the anchor to the specified embedment depth.

2. Insert the tapered end of the drive steel into the hollow cavity of the anchor head. Position the anchor head/ drive steel tip above the ground at the drive location (Figure 15 and Figure 16).

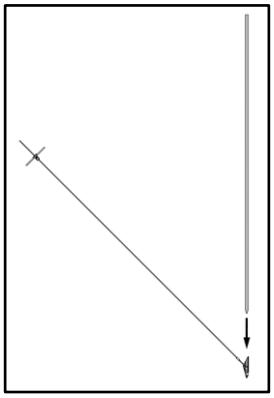


Figure 15: Insert Drive Steel into Anchor

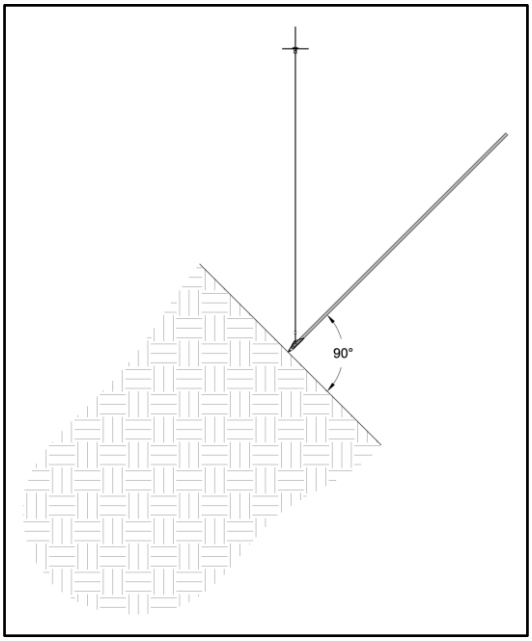


Figure 16: Position Anchor Head / Drive Steel Tip

3. Using a percussion hammer, guide the drive steel into the ground perpendicular to the slope surface at a smooth pace. Continue driving until the desired embedment depth is reached (Figure 17).

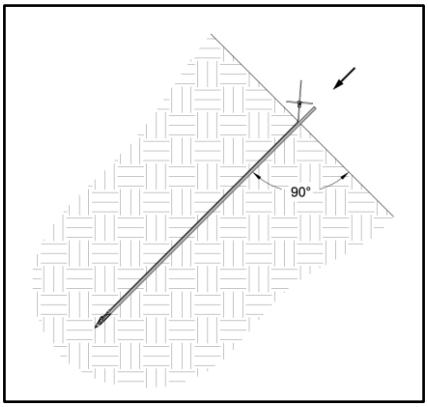


Figure 17: Drive Steel to Drive the Anchor into the Ground

4. Remove the drive steel from the ground. (Figure 18) Depending on soil conditions, this may require the use of a setting tool or leverage device.

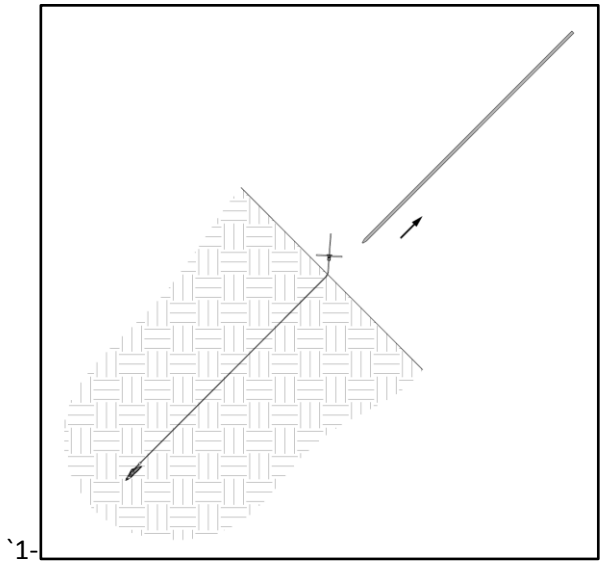


Figure 18: Remove Drive Steel from Ground

5. Slide the load bearing plate down the anchor tendon towards the slope surface using your hands (Figure 19).

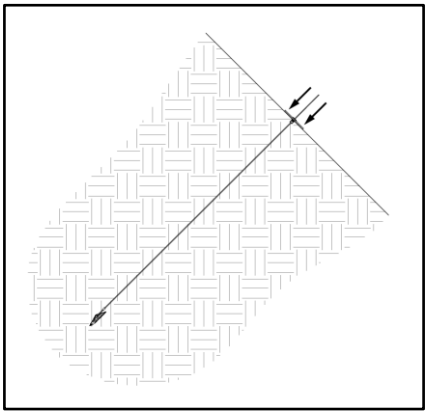


Figure 19: Slide Plate

6. Once the plate is close to the slope surface, place the JackJaw Setting Tool on the anchor plate and place the top of the anchor tendon into the grips, keeping the anchor tendon perpendicular to the slope surface (Figure 20). With gentle force, slowly start to press down on the JackJaw lever – towards the slope surface - causing the anchor tendon to start to move out of the ground (displace). During this step, the anchor head will turn in the ground – a process known as "anchor setting". The change in embedment depth to set a Type B1 Anchor can be up to 6 inches and up to 8 inches for Type B2 depending on soil conditions. When the anchor is set, there will be a noticeable change in the amount of force needed to displace the anchor any further. This is a good indication that the anchor head is now perpendicular to the anchor tendon and the anchor is ready to be load-locked.

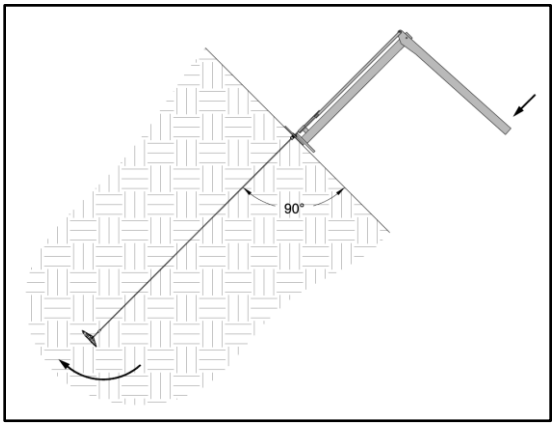


Figure 20: Use JackJaw Setting Tool to Set Anchor

7. To load-lock an anchor, continue to apply tension to the anchor tendon using the JackJaw Setting Tool creating a slight depression on the slope surface. Visually, anchors across ARMORMAX will look similar to buttons across a mattress top when anchors have been properly load-locked.

8. Conduct anchor load tests when required for quality assurance during installation. Refer to the document entitled "Anchor Load Test Manual" by Propex for further details.

9. Once anchors have been load-locked, cut off the excess anchor tendon flush to the plate at the slope surface using wire cutters (Figure 21 and Figure 22).

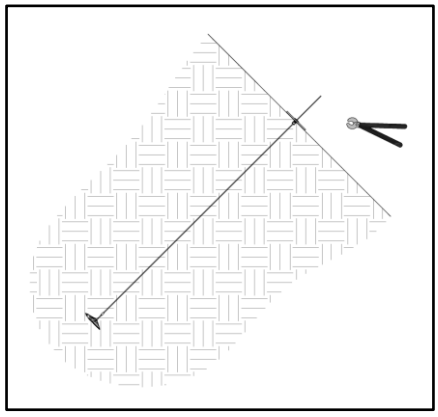


Figure 21: Trim Extra Cable Flush to Plate

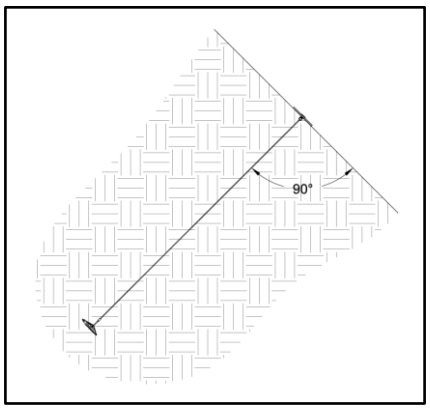


Figure 22: Complete Anchor Installation

VEGETATION ESTABLISHMENT

Vegetation can be established with ARMORMAX by broadcast seeding, hydraulic seed application (hydroseeding), or sodding. Seed application rate, seed type, sod type, and irrigation rate should be selected based on local or site specific knowledge and time of year. For best results, consider having a site specific soil test performed to help determine what soil amendments, such as lime and fertilizer, need to be incorporated into the soil to promote healthy vegetation.

Irrigate as necessary to establish and maintain vegetation until 75% of vegetation has established and has reached a height of 2 inches. Frequent, light irrigation will need to be applied to seeded areas if natural rain events have not occurred within two weeks of seeding. While watering seeded areas use a fine spray to prevent erosion of seeds or soil. Do not over irrigate. Proper irrigation guidance is provided under the Maintenance portion of this document.

PROJECT SPECIFIC CONSIDERATIONS

1. For applications that require special transitions (i.e. connections to riprap, concrete, T-walls, etc.), refer to the project specific drawings or consult with Propex Engineering Services at (800) 621-1273.

2. A deeper terminal trench and/or hard armoring may be required when slopes have severe scour potential at the toe location.

3. For installing ARMORMAX panels around curved sections of a slope, trim panels at an angle so that no more than two layers of ARMORMAX overlap at any point in time. Additional pins and anchors may be needed to secure panel edges towards the toe of the slope depending upon the radius of the curved slope. Install pins or anchors as necessary to securely fasten ARMORMAX to the ground.

4. Allowable Vehicle Traffic:

   A. If using equipment on ARMORMAX, it should be of the rubber-tired type and should avoid sharp turns. Tracked equipment is not permitted to drive over the ARMORMAX without vegetation at any time.

   B. Avoid any traffic over ARMORMAX if loose or wet soil conditions exist.

5. Disturbed areas should be reseeded. If ruts or depressions develop for any reason, rework soil until smooth and reseed such areas.

SHORT-TERM AND LONG-TERM MAINTENANCE OF ARMORMAX

The purpose of this section is to provide some general guidelines for performing short-term and long-term maintenance of ARMORMAX with respect to maintaining vegetation reinforced with ARMORMAX, and patching of ARMORMAX (in the event it needs to be removed or replaced). These procedures are to be considered minimum guidelines for proper maintenance, and further maintenance techniques may be appropriate considering local practices and procedures.

ARMORMAX PROTECTED SLOPES

For ARMORMAX to be most effective, it is important to ensure that it is properly maintained both during construction and after construction. Identifying trouble areas is easy with ARMORMAX, and it can make identifying potential threats much simpler and manageable. Look for areas with sparse, dying, or no vegetation as these are obvious signs that ARMORMAX is losing intimate contact with the slope surface. If loss of ground surface occurs, ARMORMAX will need to be removed and reinstalled as described in *PATCHING AND REPAIRS* section after the eroded area is backfilled with compacted soil that is similar to material of the slope. After ARMORMAX is reinstalled, re-establish vegetation on the newly installed ARMORMAX and disturbed areas. Monitor the sites to determine if frequent watering may be required to establish vegetation.

To minimize exposure to unwanted maintenance and repair, ARMORMAX armored slopes should be free of unauthorized vehicular traffic. Routine maintenance and slope inspections should be performed with rubber tired vehicles. Tracked equipment such as skid steers, excavators, or dozers should only be allowed to traffic over ARMORMAX in times of emergency after vegetation establishment is complete. Failure to control unauthorized traffic can result in ARMORMAX being damaged resulting in erosion below ARMORMAX during storm events. In addition, routine mowing maintenance should be used to keep the protected area free of unwanted brush, saplings, and trees. Selective herbicides that target only the unwanted plants can be used as long as the vegetation established with ARMORMAX is not impaired. Failure to control the sapling and tree growth can result in the trees being uprooted during a flood.

MAINTAINING VEGETATION

Good vegetative cover will ensure maximum performance of ARMORMAX. Vegetative cover care starts before a project is complete and is ongoing until all ARMORMAX is installed. Vegetative cover should be given every opportunity to grow and establish well. This will require that a contractor periodically fertilize, water, and mow the grasses as needed until a project is complete in the short-term, with the owner of the slope fulfilling the maintenance of the slope in a similar fashion for the long-term. For the entire lifecycle of ARMORMAX, every effort must be made to prevent unauthorized encroachments, grazing, vehicle traffic, the misuse of chemicals, or burning during inappropriate seasons.

1. After the installation of vegetation is complete, immediately water and soak the entire area using a fine spray to prevent erosion and loss of seeds. A suggested amount of water is identified below. Prior to installation if using sod, the sod pads in storage should be kept moist at all times and not stored for more than 24 hours from site arrival to installation. Warmer weather will necessitate more frequent applications than listed below.

    A. For each reach/segment of installed vegetation, watering shall be conducted immediately after each installation or the day's work.

    B. For initial vegetation establishment, water vegetation in a manner consistent with best practices for vegetation type and location.

    C. Establish a watering schedule and follow until vegetation is well established and will thrive in the absence of manual watering.

    D. Avoid excessive application of water, so that surface runoff does not occur. Runoff should be prohibited. However, additional watering may be required for repaired or damaged areas.

2. Fertilizer should be applied as needed to address any nutrient deficiencies revealed in soil testing.

3. Implement best practices for mowing over ARMORMAX. While ARMORMAX is designed to withstand non-hydraulic stresses such as mowing, there are procedures to minimize exposure to unwanted damage.

   A. Immediately after installation, signage and post shall be installed stating that "Vehicles and Pedestrians are Prohibited from Access" on the slopes and the newly installed vegetation. Signage shall be posted every 1,500 lineal feet.

   B. Vegetated areas should be mowed to a height no less than 6 inches and no greater than 12 inches from natural ground after a period of 60 days of growth. The excessive grass clippings created from mowing shall be evenly spread on the slope section outside of the armored area. Periodic and final grass mowing should be performed until final inspection and acceptance of slope work. Monitor the vegetated areas throughout winter months and generate reports as needed, noting any issues that should be addressed. Minimum mowing heights will depend on the vegetation density and should be as follows:

      i. 6" with 0 – 30% vegetation establishment
      ii. 4" with 30 – 70% vegetation establishment
      iii. 3" with 70 – 100% vegetation establishment

   C. To prevent damage to the newly established vegetation, the mowing tractor should be fitted with 3-rib agriculture tires. Note that tractors with 8-foot flail mowers provide best results. Tractors with 15-foot brush hogs should avoid sharp turns up the slope to prevent damage to vegetation.

   D. Mowing should not take place for a minimum of 48 hours after a rainfall event of 2 inches or more to minimize the potential for rutting and/or damage to the slope surface. Maintenance mowing of the slope should be done on a consistent basis to prevent vegetation growing to more than 3 feet in height. This will minimize thatch thickness and potential damage to ARMORMAX. If turn-around pads are present, operate mowing equipment utilizing the turn-around pads to the fullest extent. The mowing blade height over ARMORMAX should be a minimum of 8 inches. However, should vegetation grow to more than 3 feet in height, the mowing blade height for the condition should be a minimum of 12 inches.

4. Some special circumstances may exist. When mowing the crown of a slope with a crown or crest equal to or exceeding 20%, it should be mowed with an articulating arm mower to minimize the potential for the mower blades to catch ARMORMAX at the slope surface. The articulating arm mower should be level on the surface with the articulating arm extending over the crown. **Pay close attention to areas where the slope changes.** The mower blades should be set at a minimum height of 8 inches. If ARMORMAX is damaged by the mowing blades at any time, mowing should stop immediately and further direction should be obtained to continue activity. Repair the damaged area as described in the *PATCHING AND REPAIRS* section below.

5. ARMORMAX protected slopes are not as susceptible to animal burrowing due the tenacity of the ARMORMAX; however, inspections to detect the presence of burrowing animal activity are generally most effective immediately after the slope has been mowed. Animal burrows that are identified should be thoroughly excavated and inspected, backfilled with compacted soil that is similar to material of the slope, and vegetation re-established. This will avoid the possibility of water piping through unfilled portions of the burrows. Should ARMORMAX be damaged, it is to be repaired as described *PATCHING AND REPAIRS* section below.

PATCHING AND REPAIRS

ARMORMAX may require localized repair at times. For emergency repairs, an adequate supply of ARMORMAX should be maintained in inventory with the necessary tools to install. This will allow for a timely, initial repair of the system.

1. In order to identify areas in need of repair, the site should be patrolled immediately after mowing and after rain events of 2 inches or more. When patrolling look for areas of sparse vegetation, exposed edges of ARMORMAX, and areas where direct contact between ARMORMAX and the slope surface is compromised. ARMORMAX should be rated as *Acceptable, Minimally Acceptable*, or *Unacceptable* during inspection.

A. *Acceptable* (A) - The rated area is in satisfactory, acceptable condition, and will function as designed and intended during the rain event. ARMORMAX has no exposed edges, is installed tightly by maintaining direct contact to the slope surface with no rilling beneath, and has over 90% vegetation cover. There is no noticeable damage present.

B. *Minimally Acceptable* (M) - The rated area has a minor deficiency that needs to be corrected. The minor deficiency will not seriously impair the functioning of the area during the next rain event; however, the overall reliability of the project will be lowered because of the minor deficiency. ARMORMAX has 75% vegetation cover with un-vegetated patches as large as one square yard. Edges of ARMORMAX are exposed with noticeable damage. Minimal erosion has occurred underneath ARMORMAX.

C. *Unacceptable* (U) - The rated area is unsatisfactory. The deficiency is so serious that the area will not adequately function in the next rain event. ARMORMAX has been physically torn, ripped, or lifted from the slope surface. Less than 75% vegetation cover is present with un-vegetated patches being greater than 1 square yard, and there is evidence that erosion is occurring beneath ARMORMAX.

2. Repair any raised or exposed edges of ARMORMAX by driving existing and additional pins or anchors along the edges as necessary to securely fasten to the ground. Inspect areas where the vegetation is not growing on top of ARMORMAX. Many times this is an indicator that ARMORMAX has lost contact with the ground beneath. Check for voids beneath ARMORMAX and fill any holes, gullies, etc. with compacted fill material if possible. Replace ARMORMAX as described below.

3. To repair ARMORMAX, cut out and remove damaged areas in a square configuration a minimum size of 2 ft by 2 ft. Remove all vegetation and debris atop of ARMORMAX. Loosen the top 1 to 2 in of soil in the patch area then seed. The subgrade of area to be patched shall be prepared to be smooth and uniform and transition smoothly into the in-situ area. Cut a square ARMORMAX patch a minimum of 12 in greater than the damaged area for all four sides of the patch. Overlap the patch area in all directions a minimum of 12 in. The patch overlaps shall be tucked under the existing damaged ARMORMAX material (Figure 23 and Figure 24).

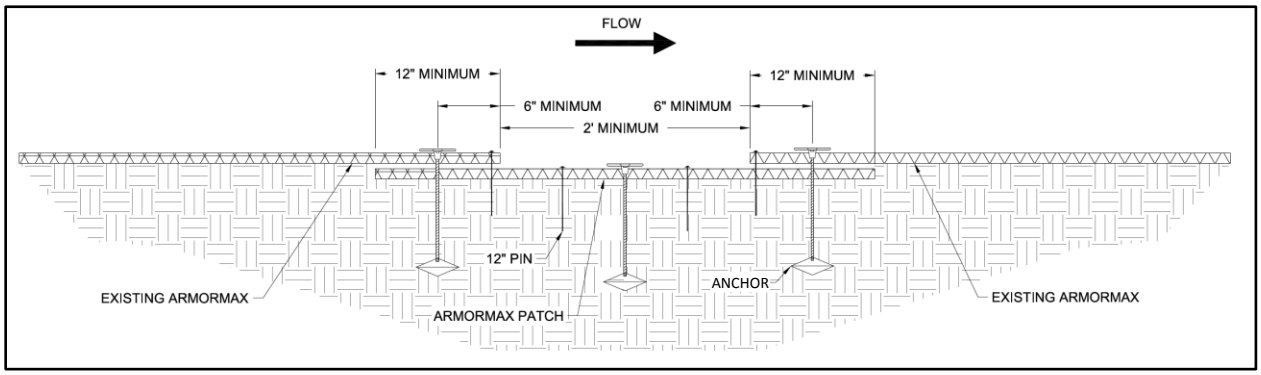


Figure 23: ARMORMAX Patch Cross Section

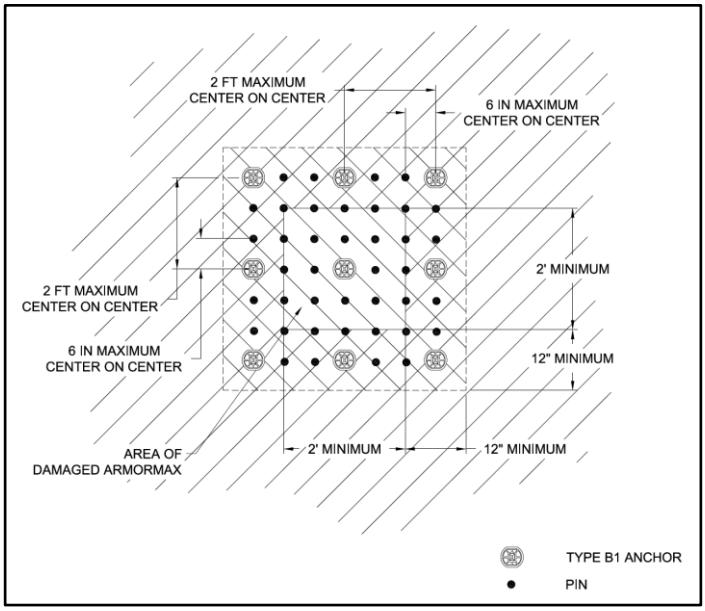


Figure 24: ARMORMAX Patch Plan View

4. Install anchors on 2 ft (600 mm) (max) centers, and pins on 6 in (150 mm) (max) centers. For larger areas of damage, anchors should be installed to match existing anchor pattern and type. Once ARMORMAX is in place, vegetate per project specifications.

SUMMARY

Maintenance should consist of watering and weeding, repair of all erosion, and any re-seeding as necessary to establish a uniform stand of vegetation during construction and beyond. A minimum of 70% of the armored area should be covered with no bare or dead spots greater than 10 ft^2 (1 m^2). Establishing vegetation should not be mowed prior to 70% vegetative density and a minimum grass growth of 4 in (100 mm). Throughout the duration of the project, the contractor should be responsible for mowing to facilitate growth and should not let the vegetation in the armored areas exceed 18 in (450 mm). In addition, the Contractor should water all grassed areas as often as necessary to establish satisfactory growth and to maintain its growth throughout the duration of the project. After the project is complete, it is the responsibility of the Owner to maintain and upkeep all ARMORMAX installed areas for long term performance and best results as described herein for superior slope armoring.

APPENDIX E

NRCS-EWP Grant Requirements (TBD)

Escambia County
Clerk's Original
8/16/2018 CAR II-21

USDA
U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR184209XXXXC038		220 Calendar Days From NRCS Signature	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510	COUNTY OF ESCAMBIA COMMISSIONERS ESCAMBIA COUNTY 221 PALAFOX PL STE 140 PENSACOLA FL 32502-5833 DUNS: 075079673 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: Jason Strenth Phone: (352) 338-9559 Email: jason.strenth@fl.usda.gov	Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@OH.USDA.GOV	Name: Mariana C. Correa Phone: 850-595-3440 Email: mccorrea@myescambia.com	Name: Mariana C. Correa Phone: 850-595-3440 Email: mccorrea@myescambia.com

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: Chris Curb Phone: 850-554-3038 Email: cacurb@myescambia.com

Verified By: D. Allen
Date: 8/23/18

15. Project Title/ Description: Escambia County Hurricane Harvey EWP - Grade Stabilization

6000004368

16. Entity Type: 01 = County government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$646,929.90	$190,273.50
Additional funds total	$0.00	$0.00
Grand total	$646,929.90	$190,273.50

18. Approved Budget			
Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$570,820.50	Other	$76,109.40
Total Direct Cost	$646,929.90	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$190,273.50
		Total Federal Funds Awarded	$646,929.90
		Total Approved Budget	$837,203.40

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
RUSSELL MORGAN State Conservationist	Russell Morgan	8-30-18
Name and Title of Authorized Recipient Representative	Signature	Date
Jack R. Brown County Administrator	Jack R. Brown	8/21/18

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

BCC Approved 08-16-2018

Approved as to form and legal sufficiency.
By/Title:
Date: 7/30/18

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Escambia County Board of County Commissioners, hereinafter referred to as the "Sponsor", for EWP Project # 5073 (Hurricane Harvey) in Escambia County, Florida for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

DSR No. ESC-HAR-001 – Grade Stabilization of Motley Court Gully = $761,094

Total Estimated Construction Cost = $761,094

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: $837,203.40

The budget includes:

Financial Assistance (FA) Costs:
Construction Costs (75% NRCS $570,820.50 + 25% Sponsor $190,273.50): $761,094

Technical Assistance (TA) Costs:
100% NRCS (10.0% of total construction cost): $76,109.40

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 10.0 percent of the total construction cost for design services, contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in

writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.

4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.

5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

11. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

12. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

13. Any costs (construction or technical and administrative services) incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.

18. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining land rights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.

19. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.

20. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles that comply with NRCS programmatic principles and design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida (Not required for debris removal only sites). A copy of the signed and seal plans and specifications shall be provided to NRCS.

21. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

22. Provide construction inspection in accordance with the QAP.

23. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable (Not required for debris removal only sites) , prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

24. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

25. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

26. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

27. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

28. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Government Representative (GR). Provide NRCS Program/Technical Contact and GR progress reports every 2 weeks after execution of the agreement. Progress reports should include work accomplished for the period, technical on-site inspections, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

29. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

30. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a Professional Engineer (PE) certification that the Project was installed in accordance with approved plans and specifications. For debris removal only sites, certification does not need to be from a PE.

31. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact. For debris removal only sites, as-built drawings do not need to be certified by a PE.

32. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Payments can be requested as frequently as monthly. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

33. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

34. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

35. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

36. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of

Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

37. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

38. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

39. Submit requests for a time extension to the agreement (if necessary) in writing no less than forty-five (45) days prior to the expiration date of the agreement. Submit the written, signed request to the NRCS Program/Technical Contact.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer (if applicable), including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan (if applicable).
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction signed by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 45 days of completion of construction.

Resources Required

No resources other than funding.

Milestones

Milestones shall include, but not limited to, the following items:

1. Pre-design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtain permits.
5. Complete any necessary surveys.
6. Complete draft engineering plans and specifications for NRCS review.
7. Complete final engineering plans and specifications.
8. Complete quality assurance plan and operation and maintenance plan (if applicable).
9. Solicit bids.
10. Award contract.
11. Manage construction contract and provide quality assurance as described in the QAP.
12. Provide final inspection.
13. Complete as-built drawings.
14. Submit final payment.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S. C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following: The length of additional time required to complete the project and a justification for the extension A summary of progress to date An estimate of funds expected to remain unobligated on the scheduled expiration date A projected timetable to complete the portions of the project for which the extension is being requested Signature of the grantee and the project director A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number ____, at the close of the quarter ending ____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of $_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule Report Due Date October 1 to December 31 January 31 January 1 to March 31 April 30 April 1 to June 30 July 31 July 1 to September 30 October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

• "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties

will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

Escambia County
Clerk's Original
8/16/2018 CAR II-21

USDA
U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR184209XXXXC038		220 Calendar Days From NRCS Signature	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510	COUNTY OF ESCAMBIA COMMISSIONERS ESCAMBIA COUNTY 221 PALAFOX PL STE 140 PENSACOLA FL 32502-5833 DUNS: 075079673 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: Jason Strenth Phone: (352) 338-9559 Email: jason.strenth@fl.usda.gov	Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@OH.USDA.GOV	Name: Mariana C. Correa Phone: 850-595-3440 Email: mccorrea@myescambia.com	Name: Mariana C. Correa Phone: 850-595-3440 Email: mccorrea@myescambia.com

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: Chris Curb Phone: 850-554-3038 Email: cacurb@myescambia.com

Verified By: D. Allen
Date: 8/23/18

15. Project Title/ Description: Escambia County Hurricane Harvey EWP - Grade Stabilization

6000004368

16. Entity Type: 01 = County government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$646,929.90	$190,273.50
Additional funds total	$0.00	$0.00
Grand total	$646,929.90	$190,273.50

18. Approved Budget			
Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$570,820.50	Other	$76,109.40
Total Direct Cost	$646,929.90	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$190,273.50
		Total Federal Funds Awarded	$646,929.90
		Total Approved Budget	$837,203.40

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
RUSSELL MORGAN State Conservationist	Russell Morgan	8-30-18
Name and Title of Authorized Recipient Representative	Signature	Date
Jack R. Brown County Administrator	Jack R. Brown	8/21/18

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

BCC Approved 08-16-2018

Approved as to form and legal sufficiency.
By/Title:
Date: 7/30/18

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Escambia County Board of County Commissioners, hereinafter referred to as the "Sponsor", for EWP Project # 5073 (Hurricane Harvey) in Escambia County, Florida for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

DSR No. ESC-HAR-001 – Grade Stabilization of Motley Court Gully = $761,094

Total Estimated Construction Cost = $761,094

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: $837,203.40

The budget includes:

Financial Assistance (FA) Costs:
Construction Costs (75% NRCS $570,820.50 + 25% Sponsor $190,273.50): $761,094

Technical Assistance (TA) Costs:
100% NRCS (10.0% of total construction cost): $76,109.40

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 10.0 percent of the total construction cost for design services, contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in

writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.

4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.

5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

11. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

12. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

13. Any costs (construction or technical and administrative services) incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.

18. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining land rights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.

19. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.

20. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles that comply with NRCS programmatic principles and design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida (Not required for debris removal only sites). A copy of the signed and seal plans and specifications shall be provided to NRCS.

21. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

22. Provide construction inspection in accordance with the QAP.

23. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable (Not required for debris removal only sites) , prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

24. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

25. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

26. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

27. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

28. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Government Representative (GR). Provide NRCS Program/Technical Contact and GR progress reports every 2 weeks after execution of the agreement. Progress reports should include work accomplished for the period, technical on-site inspections, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

29. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

30. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a Professional Engineer (PE) certification that the Project was installed in accordance with approved plans and specifications. For debris removal only sites, certification does not need to be from a PE.

31. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact. For debris removal only sites, as-built drawings do not need to be certified by a PE.

32. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Payments can be requested as frequently as monthly. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

33. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

34. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

35. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

36. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of

Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

37. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

38. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

39. Submit requests for a time extension to the agreement (if necessary) in writing no less than forty-five (45) days prior to the expiration date of the agreement. Submit the written, signed request to the NRCS Program/Technical Contact.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer (if applicable), including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan (if applicable).
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction signed by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 45 days of completion of construction.

Resources Required

No resources other than funding.

Milestones

Milestones shall include, but not limited to, the following items:

1. Pre-design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtain permits.
5. Complete any necessary surveys.
6. Complete draft engineering plans and specifications for NRCS review.
7. Complete final engineering plans and specifications.
8. Complete quality assurance plan and operation and maintenance plan (if applicable).
9. Solicit bids.
10. Award contract.
11. Manage construction contract and provide quality assurance as described in the QAP.
12. Provide final inspection.
13. Complete as-built drawings.
14. Submit final payment.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S. C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following: The length of additional time required to complete the project and a justification for the extension A summary of progress to date An estimate of funds expected to remain unobligated on the scheduled expiration date A projected timetable to complete the portions of the project for which the extension is being requested Signature of the grantee and the project director A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number ____, at the close of the quarter ending ____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of $_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule Report Due Date October 1 to December 31 January 31 January 1 to March 31 April 30 April 1 to June 30 July 31 July 1 to September 30 October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

• "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties

will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 18-19.033 **Solicitation Name:** Motely Court Gully Improvement Project								
Bid Opening Time: 2:00 PM CDT **Bid Opening Date:** 4/17/2019 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Chavers Construction, Inc.		Y	Y	Y	Y	Y	Y	Y	$565,228.78
Gulf Atlantic Constructors, Inc.		Y	Y	Y	Y	Y	Y	Y	$799,333.10
J. Miller Construction, Inc.		Y	Y				Y		$662,154.45
Roads, Inc. of NWFL		Y	Y	Y	Y	Y	Y	Y	$940,000.00
Site and Utility, LLC		Y	Y	Y	Y	Y	Y	Y	$574,657.00
Utility Service Co., Inc.		Y	Y	Y	Y	Y	Y	Y	$914,591.21
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	4/17/2019	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	4/17/2019	**Recommendation to Award**			
Bids Witnessed By:	Paul Nobles, Purchasing Manager			**Date:**	4/17/2019	**CAR Date:**	5/6/2019	**BCC Date:**	5/16/2019

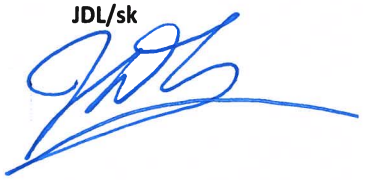
Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Chavers Construction, Inc. in the amount of $565,228.78

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Posted: **4/25/19 9:00 AM**

Form Completed By: **JDL/sk**



RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Motley Court Gulley Improvement Project

Bid Number: PD 18-19.033

Opening Date/Time: _____

Purchasing Agent: Jeffrey Lovingood

Client Department: Public Works - Engineering Dept. Director/Designee: TJ Williams

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Digitally signed by Robin Lambert
Date: 2019.04.24 09:22:57 -05'00'

Requisition #: N/A

Fund #: 352 Fund Title: LOST III

Cost Center #: see attachment 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)

To award the contract to Chavers Construction, Inc. in the amount $565,228.78

Unit Price Extensions Checked by: Allen Vinson, PE, CDT, HDR, Inc. $565,228.78

(Signature) Vinson, David A. Digitally signed by Vinson, David A. Date: 2019.04.23 11:17:17 -05'00' (Date) _____

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Department [ ] Yes [ ] No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: Digitally signed by Thoamas Williams Date: 2019.04.24 08:58:40 -05'00'

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

MOTLEY COURT GULLEY IMPROVEMENT PROJECT
CONTRACT PD 18-19.033

FUND 352	LOST III	210107	56301	08EN0068	$141,307.20	COUNTY MATCH 25%
FUND 352	LOST III	210131	56301	08EN0068	$423,921.58	GRANT 75%
				TOTAL	$565,228.78	

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

CHAVERS CONSTRUCTION, INC.

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 CHAVERS CONSTRUCTION, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Chavers Construction, Inc. a Florida corporation for profit, to perform all work ("Work") in connection with PD 18-19.033, Motley Court Gully Improvements ("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:

Five Hundred Sixty-Five Thousand, Two Hundred Twenty-Eight Dollars and Seventy-Eight Cents

$565,228.78

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 One Hundred (100) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Thirty (130) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of

any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: 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:

Escambia County Public Works - Engineering
3633 West Park Place
Pensacola, Florida 32505
Attention: TJ Williams

B. All correspondence with the Contractor will be addressed to the following:

Chavers Construction, Inc.
1795 Detroit Boulevard
Pensacola, FL 32534
Ryan Chavers, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County

may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Chavers Construction, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____ By: _____

Amy Lovoy, Interim County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Chavers Construction, Inc., a For-Profit Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Ryan Chavers, President
Secretary

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.

1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 1. INVESTIGATION AND UTILITIES

1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 2. SCHEDULE

2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 3. PROGRESS PAYMENTS

3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

3.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.6 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 4. PAYMENTS WITHHELD

4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 5. FINAL PAYMENT

5.1. County shall make final payment to Contractor within forty-five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD format showing the pre-existing conditions located within the limits of construction.

6.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

6.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

6.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

6.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS

7.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

7.1.2. Soil conditions which adversely affect the Work;

7.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

7.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

7.1.6. Description of Work being performed at the Project site;

7.1.7. Any unusual or special occurrences at the Project site;

7.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

7.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

7.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

8.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

8.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

8.4.2. The weather was unusual as documented by supporting data.

8.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

8.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

9.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

10.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 11. OTHER WORK

11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

11.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

11.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 12. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.3 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.4 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.5 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.6 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.7 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.8 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 13. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 14. CLEANUP AND PROTECTIONS

14.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 15. ASSIGNMENT

15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 16. PERMITS, LICENSES AND TAXES

16.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

16.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

17.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

17.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

17.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. COMPLETION

19.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

19.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 20. WARRANTY

20.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 21. PROJECT LAYOUT AND CONTROL

21.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500-foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

21.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

21.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 22. TESTS AND INSPECTIONS

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 28. SAFETY

28.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with 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.

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: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Email: JDLovingood@myescambia.com
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic,

cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ‘ PbX(Id-Ib) where:
Pa ‘ Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
Pb ‘ Bid unit price for Bituminous Material.
Id ‘ Asphalt Price Index during the month in which the material is incorporated into the project.
Ib ‘ Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

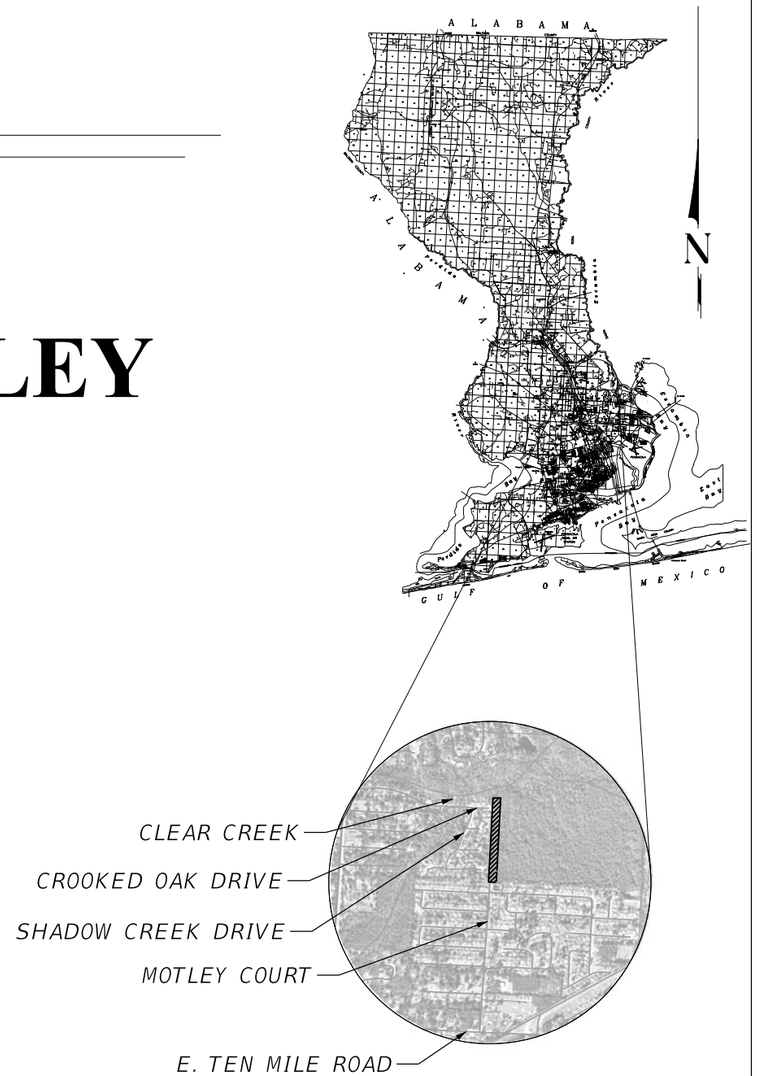
PLANS PROPOSED FOR

MOTLEY COURT GULLEY
IMPROVEMENTS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	DRAINAGE MAP
4-5	TYPICAL DETAILS
6	GENERAL NOTES
7	PLAN LAYOUT
8-11	PLAN VIEW
12-15	PROFILES
16-18	SEDIMENT BASIN DETAILS
19	DRAINAGE DETAILS
20-27	CROSS SECTIONS
28	SWPPP
29-30	EROSION AND SEDIMENT CONTROL PLAN

CONTRACT PLANS
ISSUE FOR BID



VICINITY MAP

NRCS AWARD IDENTIFYING NUMBER:
NR184209XXXXC038

PROJECT NO.
PD-18-19.033

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICAPABLE TO ANY SPECIFICATION REFERED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

COMMISSIONERS

DISTRICT ONE	JEFF BERGOSH
DISTRICT TWO	DOUG UNDERHILL
DISTRICT THREE	LUMON MAY (CHAIRMAN)
DISTRICT FOUR	ROBERT BENDER
DISTRICT FIVE	STEVEN BARRY (VICE CHAIRMAN)

PROJECT MANAGER: T.J. WILLIAMS	
SECTION / TOWNSHIP / RANGE: 23/1N/30W	DISTRICT: 5
PROJECT ENGINEER: D. ALLEN VINSON	REG FLA ENG NO: 72543
SIGNATURE: (SEE EOR SEAL)	DATE: JAN. 2019

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF PAY ITEMS

Pay-Item	Sub-Category	Quantity	Units
1	Mobilization/Demobilization	1	LS
2	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	3.0	AC
3	Tree Removal Greater than 12" Diameter	1	LS
4	Earthwork, Per County Spec	1	LS
5	Filter Sand	135	CY
6	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1614	SY
7	Relocate Gate/Bollard	1	EA
8	Remove Existing Curb	20	LF
9	Fiber Reinforced Concrete Ditch Paving, 4" min. Thickness	29	SY
10	Ditch Bottom Inlet, Type E, Cast Iron Grate	8	EA
11	Storm Manhole, 0-6ft depth	1	EA
12	Tie to Existing Inlets, Pipe, Manhole	2	EA
13	12" PVC Pipe	12	LF
14	24" Pipe	1177	LF
15	8" FDOT Type III Underdrain	454	LF
16	24" RCP Cross Drain MES, FDOT Index 272, 280	5	EA
17	Pensacola Bahia Sod, Staked	15860	SY
18	Armor Max 75 High Performance Turf Reinforcement Mat w/ Anchors	7773	SY
19	30" Depth Rip Rap Rubble (Ditch Lining) w/ 4" Bedding Stone and Geotextile	192	SY
20	Silt Fence Type III	2500	LF
21	Staked Turbidity Barrier	100	LF
22	Synthetic Erosion Control Waddles	800	LF
23	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA
24	Construct Stabilized Gravel Construction Entrance	200	SY
25	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring)	1	EA
26	Remove Existing Rubble (Stone Rip Rap or Concrete)	127	CY
27	Project Mowing, Maintenance, Litter Control, etc.	3	AC
28	Orange Safety Fence	200	LF
29	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA

ITEM 1:
IT IS THE CONTRACTOR'S RESPONSIBILITY TO SELECT AND GAIN PERMISSION TO USE OTHER SITES/PARCELS FOR LAY DOWN OR TEMPORARY EARTHWORK DISPOSAL (INCLUDING SEDIMENT CONTROL). THE CONTRACTOR SHALL RETURN ALL SITES USED FOR THESE PURPOSES TO ORIGINAL CONDITION OR BETTER. EXISTING SIGNAGE SHALL BE PROTECTED AND STOCKPILED IF NECESSARY. ANY COSTS ASSOCIATED WITH THE ABOVE SHALL BE INCLUDED IN THE COST OF MOBILIZATION/DEMOBILIZATION.

ITEM 2:
ALL PIPES TO BE REMOVED, ASSOCIATED DRAINAGE STRUCTURES, REMNANT SITE IMPROVEMENTS, AND ALL TREES WITH DIAMETER OF 12" OR LESS LOCATED IN THE LIMITS OF CONSTRUCTION WHICH NEED TO BE REMOVED SHALL BE INCLUDED IN THE COST OF CLEARING AND GRUBBING. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE AMOUNT, LOCATION, AND SIZE OF TREES BEFORE BIDDING. PROTECTION BARRICADE SHALL BE INCLUDED IN THIS ITEM WHERE TREES ARE TO REMAIN ADJACENT TO CONSTRUCTION.

ITEM 3:
ITEM INTENDED TO COVER REMOVAL OF TREES GREATER THAN 12" IN DIAMETER WITHIN THE LIMITS OF CONSTRUCTION. QUANTITY AS FOLLOWS:

TREES WITH DIAMETER OF 13" TO 24" = 129
TREES WITH DIAMETER OF 25" TO 48" = 3

ITEM 4:
EARTHWORK IS A LUMP SUM PAY ITEM. EARTHWORK IS THE IN-PLACE QUANTITY FOR SEDIMENT BASINS, DITCHES, AND ASSOCIATED IMPROVEMENTS INDICATED TO FINISHED GRADE WITHIN THE LIMITS OF CONSTRUCTION. SAND FILTER FILL IS QUANTIFIED IN ITEM 5. OTHER TEMPORARY AND PERMANENT EARTHWORK REQUIRED DURING CONSTRUCTION INCLUDING BUT NOT LIMITED TO SHORING, TRENCH EXCAVATION, TEMPORARY SLOPES, TRENCH BOXES, AND OTHER ITEMS ASSOCIATED WITH CONTRACTOR'S MEANS AND METHODS SHALL BE INCLUDED IN THE LUMP SUM COST OF EARTHWORK. ANY DAMAGE TO ROADWAY OR ADJACENT PROPERTIES CAUSED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S COST AND EXPENSE. EARTHWORK TOTALS:

EARTHWORK TOTALS
CUT: 9,421 CY, FILL: 5,585 CY
SAND FILTER - CUT ONLY: 135 CY

ITEM 5:
THE LAB SAMPLE REQUIREMENT OF THE FILTER SAND IN PLACE (SAND FILTER BACKFILL) SHALL BE INCLUDED IN THE COST OF THE SAND FILTER MEDIA. THE BACKFILL SHOULD BE PERFORMED WITH A MEDIUM CLEAN SAND SOIL WITH A MINIMUM PERMEABILITY OF 30 FEET/DAY AT A MINIMUM OF 100% OF THE STANDARD PROCTOR TEST (ASTM D 698) ENERGY.

THIS ITEM DOES NOT INCLUDE FILTER SAND ASSOCIATED WITH THE FDOT TYPE III UNDERDRAIN

ITEM 6:
8" STABILIZED SUBGRADE IS TO BE USED ON ALL MAINTENANCE ACCESS AREAS. SEE PLANS.

ITEM 10:
SEE DRAINAGE DETAILS SHEET

ITEM 14:
THE FOLLOWING OPTIONAL PIPE MATERIALS ARE ALLOWED FOR THIS PROJECT AT LOCATIONS WHERE PIPE IS NOT LOCATED UNDER ROADWAYS OR EXPOSED TO UV LIGHT: RCP, HDPE, AND PP. HDPE AND PP PIPE OPTIONS SHALL BE CLASS II (100-YEAR DESIGN SERVICE LIFE) AND MEET THE REQUIREMENTS OF FDOT SPEC 948. DISSIMILAR PIPE CONNECTIONS (COLLARS) SHALL BE INCLUDED IN THE COST OF PIPE AND ARE ONLY ALLOWED AT MES LOCATIONS WHERE MATERIAL CHANGE TO CONCRETE MAY OCCUR. DISSIMILAR PIPE CONNECTIONS SHALL BE PER FDOT INDEX 430-001.

ITEM 15:
FDOT TYPE III UNDERDRAIN (PER FDOT INDEX 440-001) SHALL INCLUDE THE COST OF 451 LF OF 8" PDW HDPE SOCK WRAP UNDERDRAIN, FILTER FABRIC, 75 CY FILTER SAND, AND 41 CY OF NO. 57 COARSE AGGREGATE REQUIRED TO CONSTRUCT THE UNDERDRAIN. CLEANOUTS SHALL BE PLACED PER COUNTY SPEC 2320 AND INCLUDED IN THE TOTAL COST FOR THIS ITEM.

ITEM 18:
THIS ITEM OR APPROVED EQUAL. PRODUCT MUST BE ON THE FDOT APPROVED PRODUCTS LIST. PERMANENT ANCHORING SYSTEM PER MANUFACTURERS RECOMMENDATIONS SHALL BE INCLUDED IN THE COST OF THIS ITEM. SUPPLEMENTAL INFORMATION FOR THIS ITEM, INCLUDING ANCHORING DETAILS, IS INCLUDED IN THE PROJECT SPECIFICATIONS PACKAGE. THE PRODUCT IS INTENDED TO BE COVERED WITH SOD FOR SHORT-TERM VEGETATION ESTABLISHMENT. THE COST OF PREPARING THE PRODUCT FOR SOD PLACEMENT, SUCH AS SOIL PRIMING, IF NECESSARY, IS INCLUDED IN THIS ITEM WITH THE GOAL BEING SUCCESSFUL VEGETATION ESTABLISHMENT. THE COST OF SOD IS INCLUDED IN ITEM 21. AN ADDITIONAL 10% QUANTITY OF MATERIAL IS INCLUDED BUT ONLY SHALL BE USED UPON PRIOR APPROVAL.

ITEM 19:
ADDITIONAL PLACEMENT AND SHAPING DETAILS INCLUDED IN THE PLANS.

ITEMS 20, 21, 22, AND 23
THE QUANTITIES SHOWN REPRESENT THE TEMPORARY EROSION CONTROL FEATURES SHOWN IN THIS PLAN SET. ULTIMATELY THE CONTRACTOR IS RESPONSIBLE FOR ALL SEDIMENT AND EROSION CONTROL FOR THIS PROJECT INCLUDING ASSOCIATED ITEMS, QUANTITES, INSPECTION, AND ASSOCIATED WORK PER THE NPDES PERMIT.

ITEM 24:
THE CONTRACTOR MUST CONSTRUCT A STABILIZED GRAVEL CONSTRUCTION ENTRANCE AT ALL CONSTRUCTION ENTRANCES. IT IS ASSUMED THE CONTRACTOR WILL HAVE ONE ENTRANCE ON THE NORTH SIDE OF THE PROJECT AND ONE ENTRANCE ON THE SOUTH SIDE OF THE PROJECT. THE QUANTITY ASSUMES TWO 100 SY CONSTRUCTION ENTRANCES.

ITEM 26:
RIPRAP RUBBLE AT THE FAR SOUTH END OF THE PROJECT MAY BE USED IN PROPOSED RIPRAP RUBBLE LOCATIONS ON SITE IF THE MATERIAL MEETS COUNTY SPECIFICATIONS.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SUMMARY OF PAY ITEMS

SHEET NO. 2

DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS

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REVISIONS	
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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

DRAINAGE MAP

SHEET NO. 3

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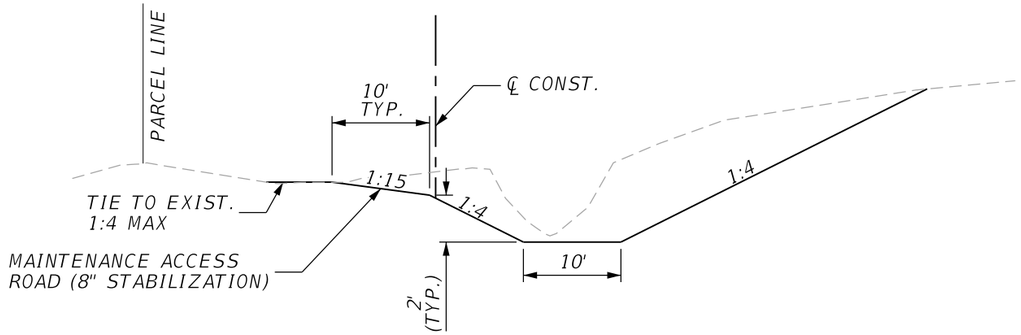
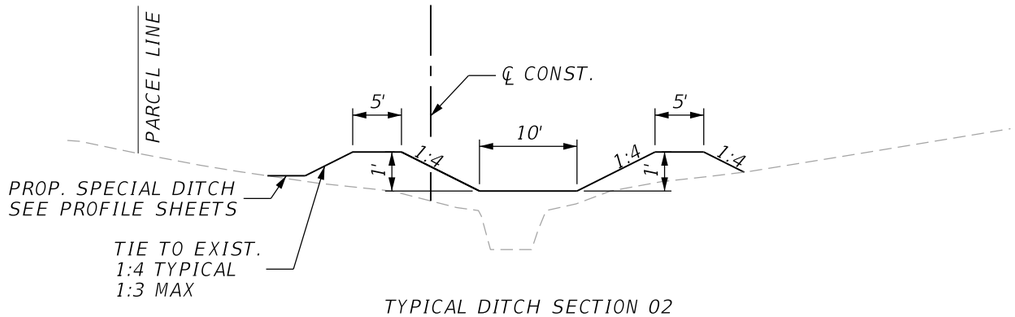


TYPICAL DITCH SECTION 01
STA. 102+10.41 TO STA. 104+20.02



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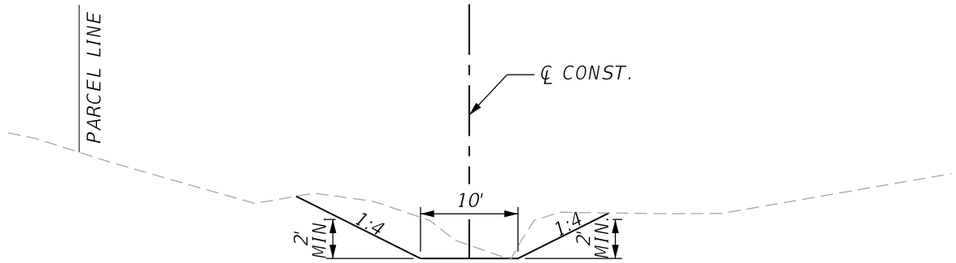
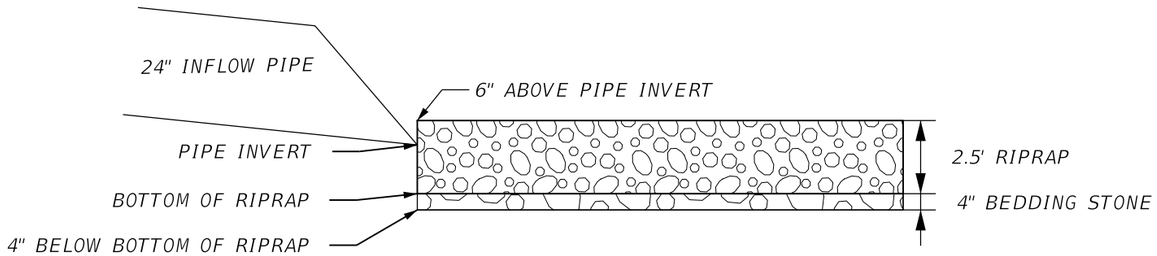
STA. 106+63.44 TO STA. 107+50.00

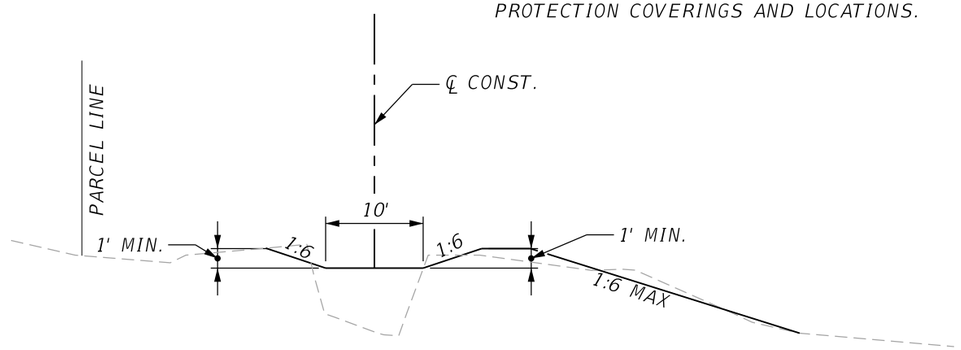


TYPICAL DITCH SECTION 03
STA. 107+50.00 TO STA. 111+00.00

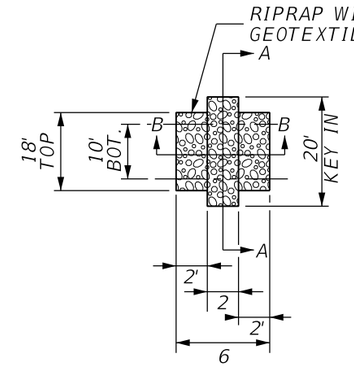


RIPRAP RUBLE APRON DETAIL FOR SEDIMENT BASINS

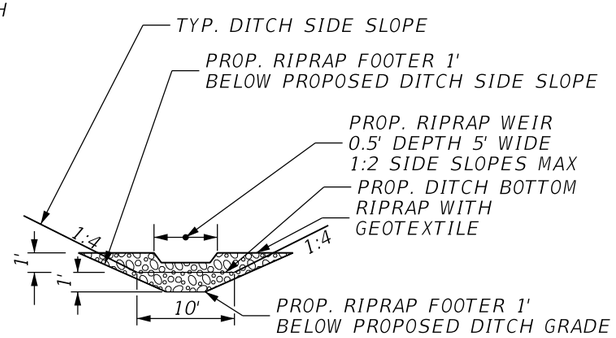
NOTE: ALL DISTRUBED AREAS ARE TO RECIEVE SOD AT A MINMUM. SEE EROSION AND SEDIMENT CONTROL PLAN FOR ADDITIONAL SLOPE PROTECTION COVERINGS AND LOCATIONS.



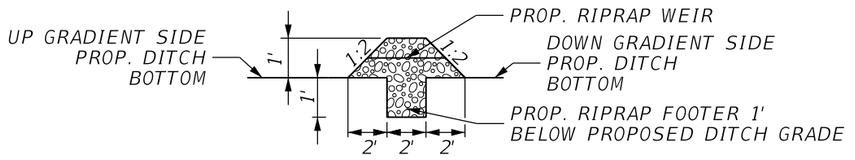
TYPICAL DITCH SECTION 04
STA. 111+00.00 TO STA. 111+40.00



PLAN VIEW
N.T.S.



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.

TYPICAL RIPRAP DITCH CHECK
13 SY RIPRAP WITH GEOTEXTILE FABRIC
STA. 103+00.00 STA. 110+00.00
STA. 103+75.00 STA. 108+00.00

REVISIONS	
DATE	DESCRIPTION

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P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

TYPICAL DETAILS (1)

SHEET NO. 4

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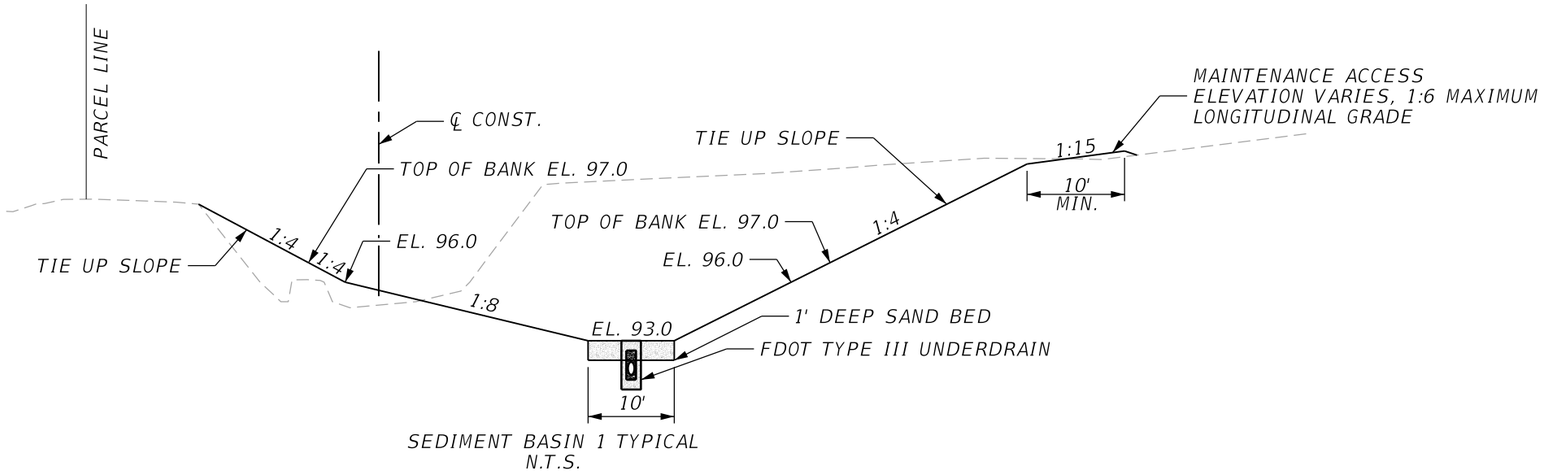
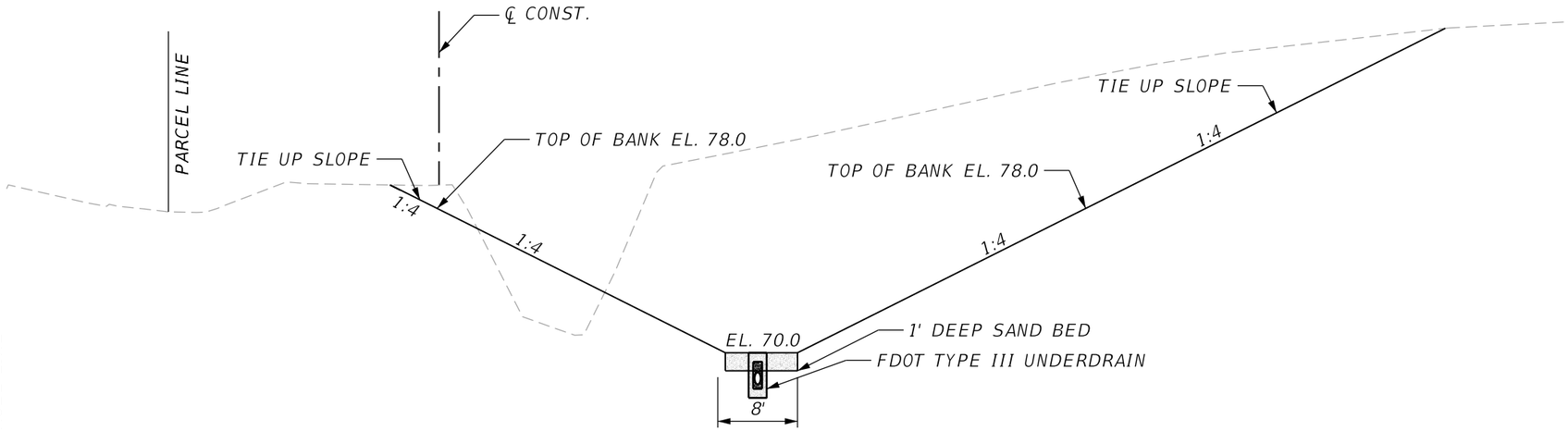
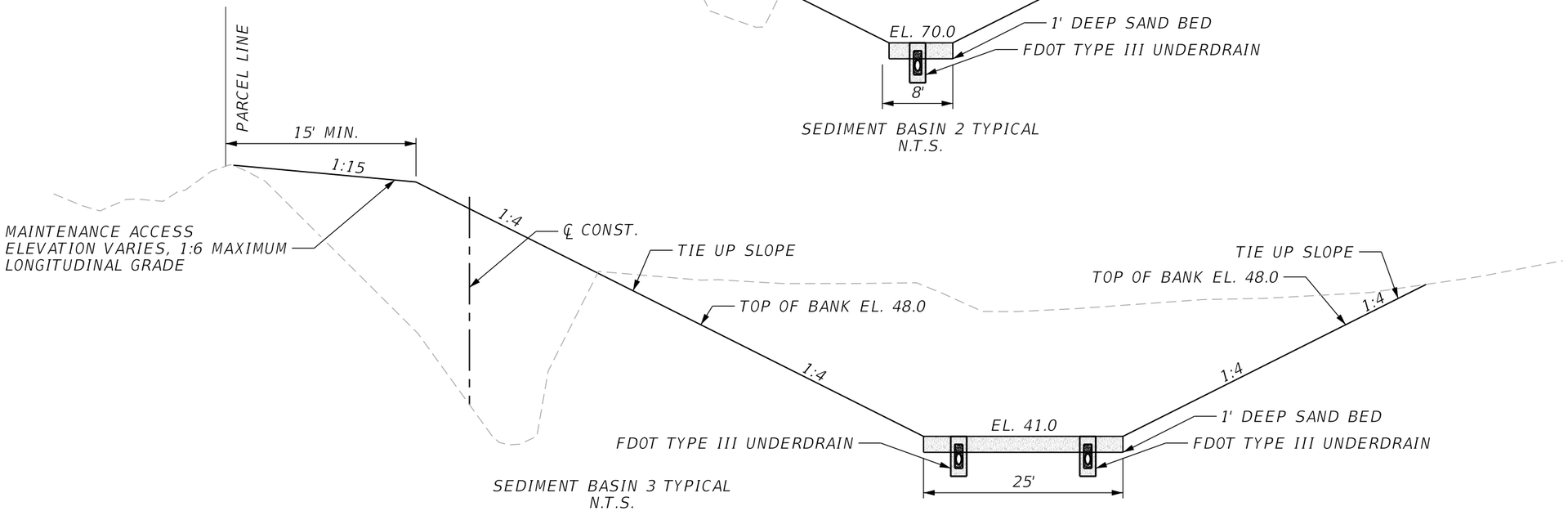
NOTE: ALL DISTRUBED AREAS ARE TO RECIEVE SOD AT A MINMUM. SEE EROSION AND SEDIMENT CONTROL PLAN FOR ADDITIONAL SLOPE PROTECTION COVERINGS AND LOCATIONS.



SEDIMENT BASIN 1 TYPICAL
N.T.S.



SEDIMENT BASIN 2 TYPICAL
N.T.S.



SEDIMENT BASIN 3 TYPICAL
N.T.S.

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

TYPICAL DETAILS (2)

SHEET NO. 5

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GENERAL NOTES:

1. THE CONTRACTORS SHALL NOTIFY THE COUNTY DESIGN ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED WITH IN EVERY DETAIL.

3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED HAY BALES AS REQUIRED BY THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, JULY 2018 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.

5. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ESCAMBIA COUNTY OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

6. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.

7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY ESCAMBIA COUNTY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELACEMENT REPLACEMENT OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.

8. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

9. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

10 EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.

11. ALL MATERIALS, TESTING, AND CONSTRUCTION METHODS SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

12. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

13. CONTRACTOR SHALL COMPLY WITH ALL F.D.E.P. AND ARMY CORP. OF ENGINEERS REQUIREMENTS. THE PROJECT IS PERMITTED BY NWFWMD (GEN-033-284800-1)

14. ONLY ACCESS TO THE EASEMENTS AS SHOWN ARE GUARANTEED BY THE COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.

15. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

    ERIC STUART, PSM
    NOBLES CONSULTING GROUP, INC.
    600 UNIVERSITY PLAZA DRIVE
    PENSACOLA, FLORIDA 32504 PH (850) 678-9932

16. DIRECT SPECIAL ATTENTION TO THE PROTECTION OF ALL GEODETIC MONUMENTS, HORIZONTAL OR VERTICAL, AND PUBLIC LAND SURVEY CORNERS LOCATED WITHIN THE PROJECT. IF ANY GEODETIC MONUMENT OR PUBLIC LAND SURVEY CORNER, LOCATED WITHIN THE PROJECT, IS AT RISK OF BEING DAMAGEDOR DESTROYED, IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE. IN ADDITION, CONTACT JOE BARRETT, ESCAMBIA COUNTY SURVEYOR, TO OBTAIN APPROVAL TO LOCATE AND REPLACE ANY DAMAGED OR DESTROYED GEODETIC MONUMENTS OR PUBLIC LAND SURVEY CORNERS UNDER THE DIRECTION OF A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA.

17. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

18. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.

19. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.

20. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH OF PIPE THAT MUST BE INSTALLED WITH THE MITERED END SECTION. THEREFORE, ALL PIPES LENGTHS ASSOCIATED WITH MITERED END SECTIONS SHALL BE PAID FOR IN THE UNIT COST OF THE MITERED END SECTION.

21. IF ARCHAEOLOGICAL MATERIAL/PREHISTORIC ARTIFACTS SUCH AS POTTERY OR CERAMICS, STONE TOOLS OR METAL IMPLEMENTS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME, THE PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE APPLICANT/RECIPIENT, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, THE STATE HISTORIC PRESERVATION OFFICER (SHPO) AND THE DSH/FEMA REGION IV ENVIRONMENTAL OFFICER AND FDEM STATE ENVIRONMENTAL LIAISON OFFICER FOR FURTHER GUIDANCE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION FROM THE DIVISION OF HISTORICAL RESOURCES.

22. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTED ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH F.S. 872.05.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.

2. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES. KNOWN UTILITIES OWNERS ACCORDING TO THE SUNSHINE ONE CALL INCLUDE:

    WATER/SEWER – EMERALD COAST UTILITY AUTHORITY
    MR. BRANDON KNIGHT
    P.O. BOX 15311
    PENSACOLA, FL. 32514 PH: (850) 969-3310
    BKNIGHT@ECUA.ORG

    ELECTRIC – GULF POWER
    MR. CHAD SWAILS
    5120 DOGWOOD DRIVE
    MILTON, FL 32570 PH: (850) 429-2446
    CHAD.SWAILS@NEXTERAENERGY.COM

    COX COMMUNICATION
    MR. TROY YOUNG
    3405 MCLEMORE DR
    PENSACOLA, FL 32514 PH: (850) 857-4510.
    TROY.YOUNG@COX.COM

    TELEPHONE – AT&T FLORIDA
    MR. JONATHON BLANKENCHIP
    605 WEST GARDEN STREET
    PENSACOLA, FL 32502 PH: (850) 624-7093
    JB966P@ATT.COM

    NATURAL GAS – PENSACOLA ENERGY
    MRS. DIANE MOORE
    1625 ATWOOD DRIVE
    PENSACOLA, FL 32514 PH: (850) 474-5319
    DMOORE@CITYOFPENSACOLA.COM

    SUNSHINE STATE ONE-CALL
    7200 LAKE ELLENOR DRIVE, SUITE 200
    ORLANDO, FL. 32809 PH: (800) 432-4770

3. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.

4. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS	
DATE	DESCRIPTION

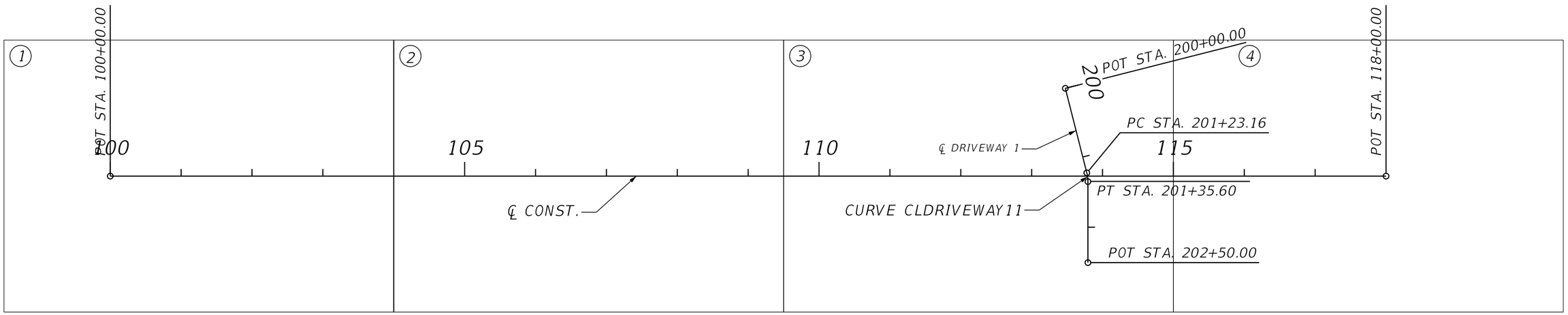
D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

GENERAL NOTES

SHEET NO. 6



(X) = PLAN VIEW SHEET NUMBER

CURVE OR POINT NO.	ALIGNMENT	P.O.T.			P.C. / PC.C.			P.I.			P.T. / P.C.C.			△	T	L	D	R	BACK BEARING	AHEAD BEARING
		STATION	NORTH	EAST	STATION	NORTH	EAST	STATION	NORTH	EAST	STATION	NORTH	EAST							
CL001	CLCONST	100+00.00	575,751.7610	1,101,919.6884																N 3° 53' 37.01" E
CL002	CLCONST	118+00.00	577,547.6064	1,102,041.9158															N 3° 53' 37.01" E	
DW01	CLDRIVEWAY1	200+00.00	577,104.5349	1,101,887.5402																N 79° 38' 31.92" E
CLDRIVEWAY11	CLDRIVEWAY1				201+23.16	577,126.6789	1,102,008.6957	201+29.41	577,127.8027	1,102,014.8444	201+35.60	577,127.3783	1,102,021.0806	14° 15' 05.09"	6.2506	12.4367	114° 35' 29.61"	50.00	N 79° 38' 31.92" E	N 86° 06' 22.98" E
DW02	CLDRIVEWAY1	202+50.00	577,119.6101	1,102,135.2152															N 86° 06' 22.98" E	

REVISIONS

DATE	DESCRIPTION

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25 WEST CEDAR STREET, SUITE 200
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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

PLAN LAYOUT

SHEET NO. 7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND

10' MAINTENANCE ACCESS

LIMITS OF CONSTRUCTION

RIPRAP RUBLE WITH GEOTEXTILE FABRIC

24" PIPE

1" = 40'

0 10 40

Feet

CONST. 29 SY OF 4" DITCH PAVEMENT

100+45.34 18.88 RT

100+66.84 18.74 RT

1:4

1:4

103

104

100+45.45 35.22 RT

100+66.95 35.07 RT

S-101 DETAIL

961 SHADOW RIDGE DR. PENSACOLA, FL 32514

960 SHADOW RIDGE DR. PENSACOLA, FL 32514

EXIST. 15' UTILITY EASEMENT

ECUA WATER 6" PVC LOCATE & PROTECT

ECUA SEWER 8" LOCATE & PROTECT

CONNECT EXIST. 24" PIPE TO MANHOLE REMOVE EXIST. HEADWALL

LARGE OAK TREE TO REMAIN LOCATE AND PROTECT

EXIST. R/W

102+99.36 13.00

S-100

CONST. 45' OF 24" PIPE

102+06.41 13.00

CONST. 233' OF 24" PIPE

℄ CONST.

103+73.74 1.10

EXIST STA. 100+00.00

100

100+70.28 17.30

100+60.28 7.30

101

102

103

SEE NOTE 5

CONST. 12' OF 12" PVC PIPE

REMOVE EXIST. CONCRETE HEADWALL CONNECT TO EXIST. 12" PVC PIPE

SEE DETAIL THIS SHEET

S-101

S-102

A-5

S-201

SEDIMENT BASIN 1

93

93

96

97

100

10' R

5' R

1:4

1:4

CONST. 57' OF 24" PIPE

LARGE OAK TREE TO REMAIN LOCATE AND PROTECT

100+70.28 41.73

RELOCATE EXIST. BAR GATE TO CROSS PROPOSED MAINTENANCE ACCESS

35' R

101+05.28 76.73

101+86.41 76.73

10'

15' R

102+01.41 18.00

102+01.41 61.73

RIPRAP DITCH CHECK SEE DETAIL SHEET

DITCH BOTTOM

RIPRAP DITCH CHECK SEE DETAIL SHEET

MATCHLINE STA. 104+00.00

100+60.22 150.00

PROP. EASEMENT BOUNDARY

NOTES:

1. MAINTENANCE ACCESS LOCATION IS DESIGNED FOR 1:6 MAX LONGITUDINAL SLOPES.
2. MAINTENANCE ACCESS WILL BE 8" STABILIZATION WITH SOD.
3. ALL AREAS WITH THE EXCEPTION OF SEDIMENT BASIN BOTTOMS ARE TO BE SODDED UNLESS OTHERWISE NOTED.
4. ALL UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED
5. GREAT CARE SHOULD BE TAKEN TO LOCATE, PROTECT, AND AVOID EXIST. 8" WATERMAIN. FOR THIS REASON THE CONTRACTOR SHOULD DETERMINE THE LOCATION (HORIZONTAL AND VERTICAL) OF THE WATERMAIN BEFORE CASTING S-100 AND S-101.

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REVISIONS	
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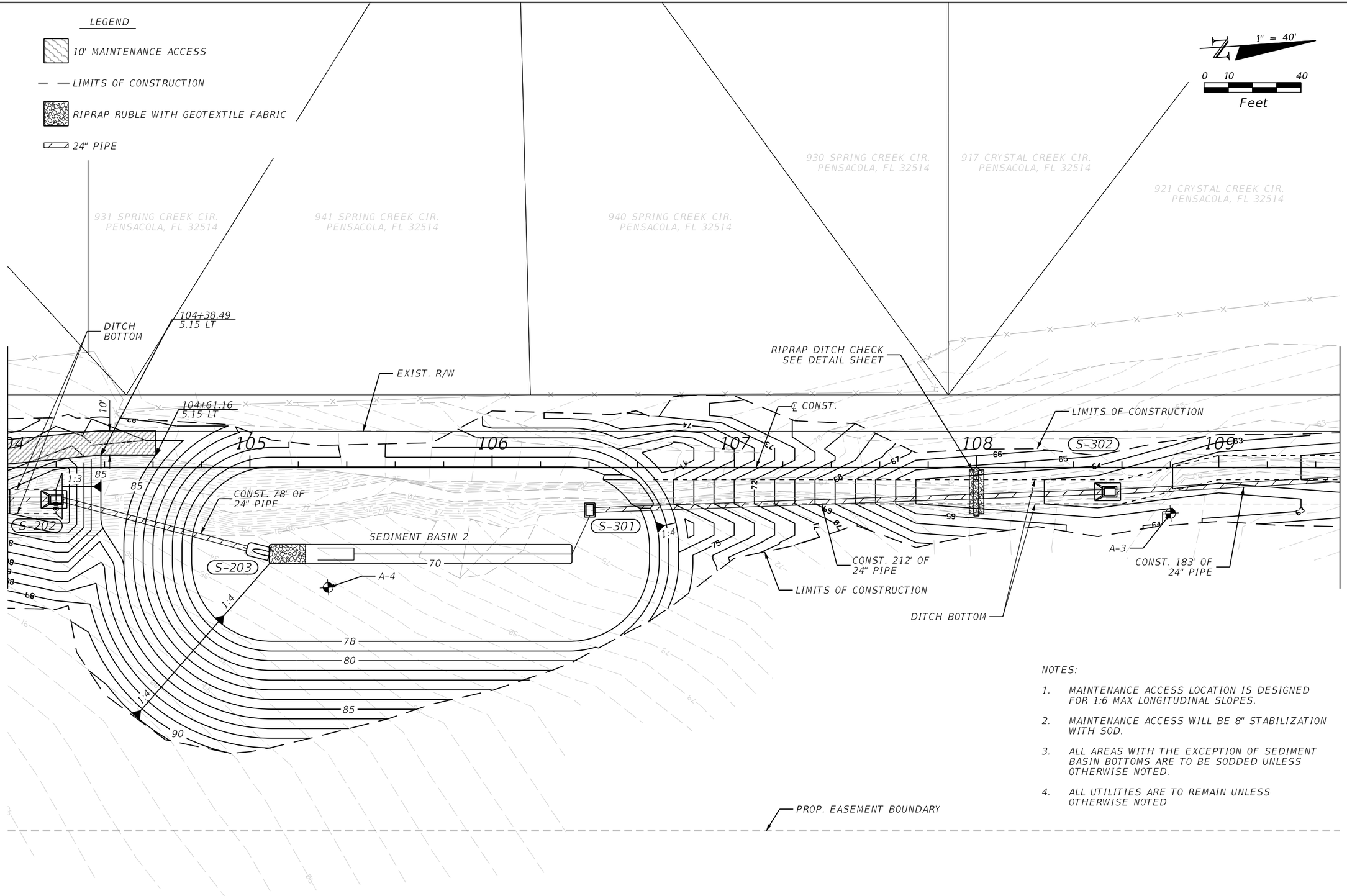
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY IMPROVEMENTS

PLAN VIEW (1)

SHEET NO. 8



NOTES:

1. MAINTENANCE ACCESS LOCATION IS DESIGNED FOR 1:6 MAX LONGITUDINAL SLOPES.
2. MAINTENANCE ACCESS WILL BE 8" STABILIZATION WITH SOD.
3. ALL AREAS WITH THE EXCEPTION OF SEDIMENT BASIN BOTTOMS ARE TO BE SODDED UNLESS OTHERWISE NOTED.
4. ALL UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

PLAN VIEW (2)

SHEET NO. 9

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LEGEND

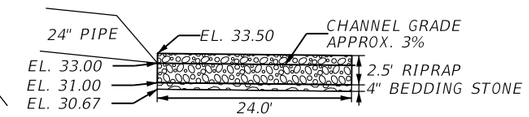
MAINTENANCE ACCESS (AS NOTED)

LIMITS OF CONSTRUCTION

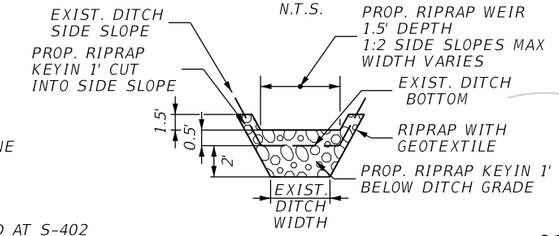
RIPRAP RUBLE WITH GEOTEXTILE FABRIC

24" PIPE

PROFILE
N.T.S.



CROSS SECTION
N.T.S.



1" = 40'

0 10 40

Feet

RIPRAP PAD AT S-402
32 SY RIPRAP WITH GEOTEXTILE AND BEDDING STONE

920 CRYSTAL CREEK CIR.
PENSACOLA, FL 32514
910 CRYSTAL CREEK CIR
PENSACOLA, FL 32514
921 CROOKED OAK DR.
PENSACOLA, FL 32514
920 CROOKED OAK DR.
PENSACOLA, FL 32514

MATCHLINE STA. 109+50.00

MATCHLINE STA. 115+00.00

EXIST. R/W

DITCH BOTTOM

LIMITS OF CONSTRUCTION

15' MAINTENANCE ACCESS DRIVEWAY

EXIST. R/W

S-303

110

111

A-2

112

113

114

111+62.70
25.00 LT

111+22.74
16.89 RT

RIPRAP DITCH CHECK
SEE DETAIL SHEET

40' R

1:6 MAX

1:4

CONST. 163' OF 24" PIPE

S-304

SEDIMENT BASIN 3

S-305

1:6

111+26.10
87.87 RT

S-306

CONST. 89' OF 24" PIPE

1:4

1:4

LIMITS OF CONSTRUCTION

PROP. EASEMENT BOUNDARY

EXIST. PROPERTY BOUNDARY BETWEEN UWF (SOUTH SIDE) AND THE JONES FAMILY (NORTH SIDE) (APPROX)

POT STA. 200+00.00

200

CROOKED OAK DRIVE

EXIST. R/W

113+66.06
91.36 LT

113+46.67
86.44 LT

20' MAINTENANCE ACCESS DRIVEWAY
SEE PROFILE

℄ CONST. DRIVEWAY 1

113+54.36
56.15 LT

25' R

113+44.46
10.00 LT

113+30.13
25.00 LT

201

113+87.03
8.79 LT

POT STA. 201+21.63

RIPRAP PAD
SEE DETAILS
THIS SHEET

A-1

60' R

113+89.33
7.66 RT

℄ CONST.

PT STA. 201+35.52

114+45.59
35.89

S-402

114+56.55
33.36 RT

114+66.60
34.90 RT

114+69.14
36.85 RT

1:4

1:10

113+69.46
14.57 RT

S-401

114+46.28
46.61

114+58.09
45.77 RT

114+62.87
47.61 RT

202

114+25.82
80.00

114+69.14
50.75 RT

113+89.33
113.68 RT

114+25.85
120.00

POT STA. 202+50.00

113+69.46
113.68 RT

113+68.76
150.00

113+68.23
120.00 RT

RIPRAP DITCH CHECK
SEE DETAIL NEXT SHEET

NOTES:

1. MAINTENANCE ACCESS LOCATION IS DESIGNED FOR 1:6 MAX LONGITUDINAL SLOPES.
2. MAINTENANCE ACCESS WILL BE 8" STABILIZATION WITH SOD.
3. ALL AREAS WITH THE EXCEPTION OF SEDIMENT BASIN BOTTOMS ARE TO BE SODDED UNLESS OTHERWISE NOTED.
4. ALL UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED

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REVISIONS	
DATE	DESCRIPTION

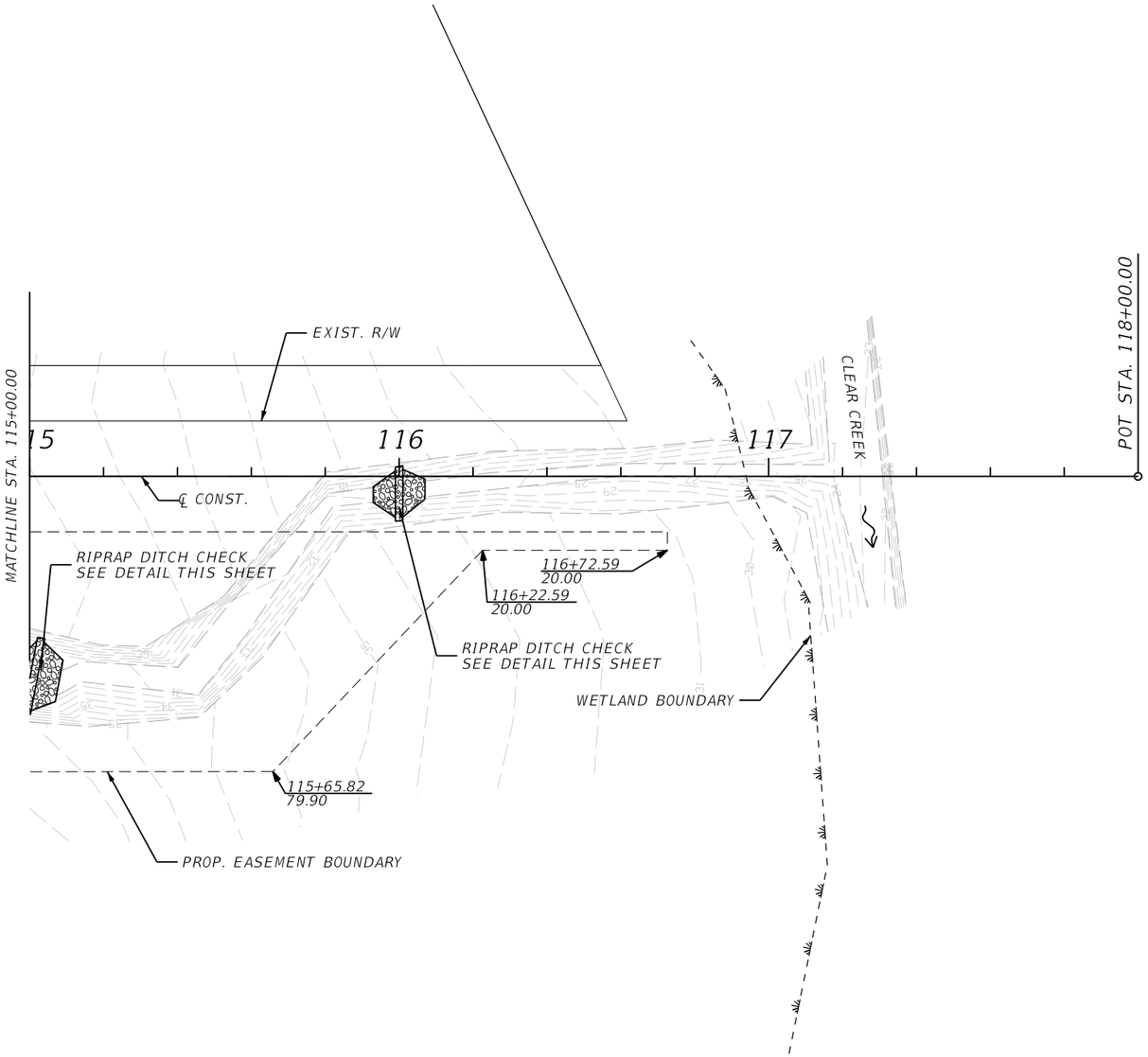
D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

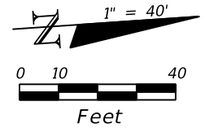
ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

PLAN VIEW (3)

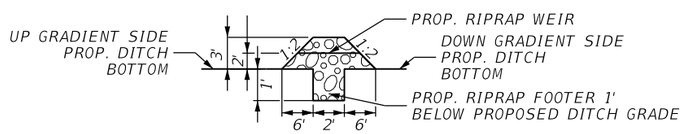
SHEET NO. 10





PLAN VIEW
N.T.S.

SECTION A–A
N.T.S.



SECTION B–B
N.T.S.

TYPICAL RIPRAP DITCH CHECK DETAIL
30 SY RIPRAP WITH GEOTEXTILE FABRIC
AND 4" BEDDING STONE
STA. 115+00.00 STA. 116+00.00

REVISIONS	
DATE	DESCRIPTION

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PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

PLAN VIEW (4)

SHEET NO.
11

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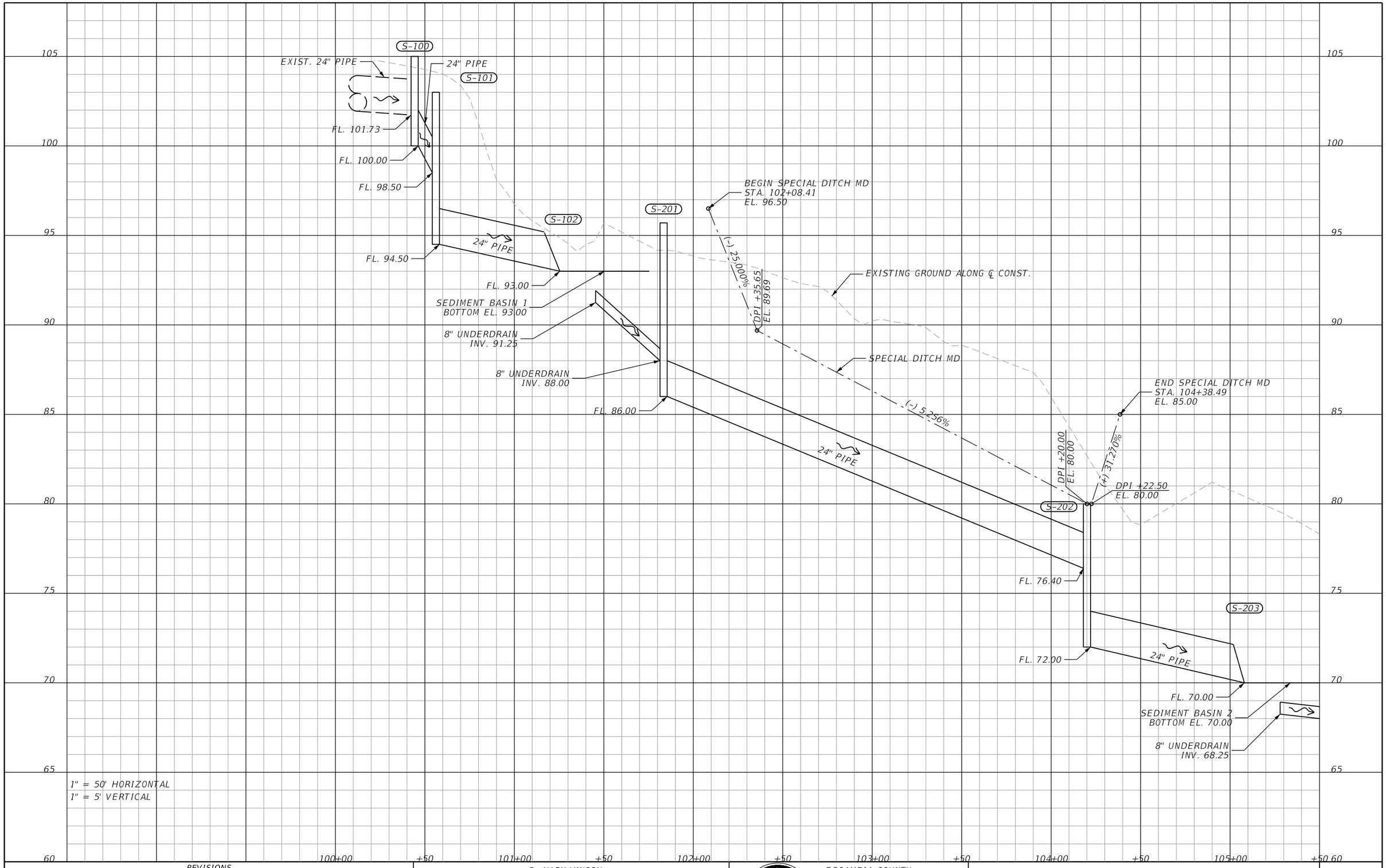

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REVISIONS	
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PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SPECIAL DITCH PROFILE (1)

SHEET NO. 12

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80
75
70
65
60
55
50
45
40

BEGIN SPECIAL DITCH LT
STA. 106+00.00
EL. 74.63

BEGIN SPECIAL DITCH MD
STA. 106+75.00
EL. 76.00

S-301

(-) 2.930%

END SPECIAL DITCH LT
STA. 107+25.00
EL. 70.97

SEDIMENT BASIN 2
BOTTOM EL. 70.00

SPECIAL DITCH LT (-) 12.000%

DPI +75.00
EL. 64.00

8" UNDERDRAIN
INV. 67.00

FL. 65.00

SPECIAL DITCH MD

S-302

24" PIPE

(-) 1.887%

DPI +40.00
EL. 59.00

END SPECIAL DITCH MD
STA. 111+20.00
EL. 60.00

(+) 1.250%

S-303

FL. 58.00

24" PIPE

EXISTING GROUND ALONG ℄ CONST.

FL. 53.00

FL. 50.00

24" PIPE

S-304

FL. 41.00

SEDIMENT BASIN 3
BOTTOM EL. 41.00

8" UNDERDRAIN
INV. 39.25

1" = 50' HORIZONTAL
1" = 5' VERTICAL

45 +50 106+00 +50 107+00 +50 108+00 +50 109+00 +50 110+00 +50 111+00 +50 112+00 +50 45

REVISIONS	
DATE	DESCRIPTION

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CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SPECIAL DITCH PROFILE (2)

SHEET NO. 13

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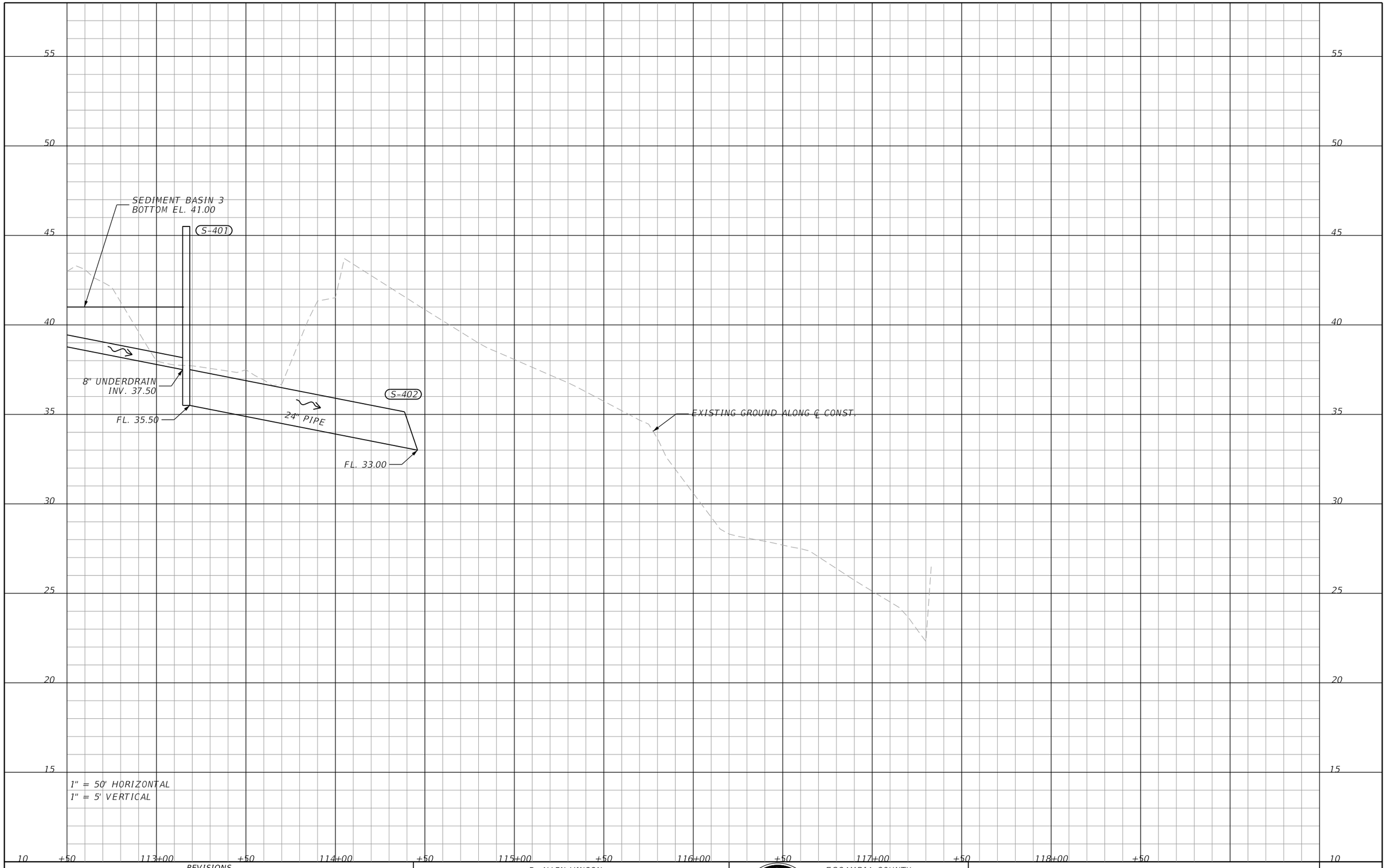

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SPECIAL DITCH PROFILE (3)

SHEET NO. 14

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65
60
55
50
45
40
35
30
25
20

BEGIN DRIVEWAY PROFILE
STA. 200+37.50
EL. 45.87
MATCH EXISTING

PI +12.34
EL. 46.00

(+) 0.169%

FLAT

PI +04.99
EL. 46.00

(+) 3.000%

END DRIVEWAY PROFILE
STA. 202+41.53
EL. 47.10

EXISTING GROUND ALONG ℄ DRIVEWAY 1

1" = 50' HORIZONTAL
1" = 5' VERTICAL

200+00 +50 201+00 +50 202+00 +50

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

DRIVEWAY PROFILE

SHEET NO.
15

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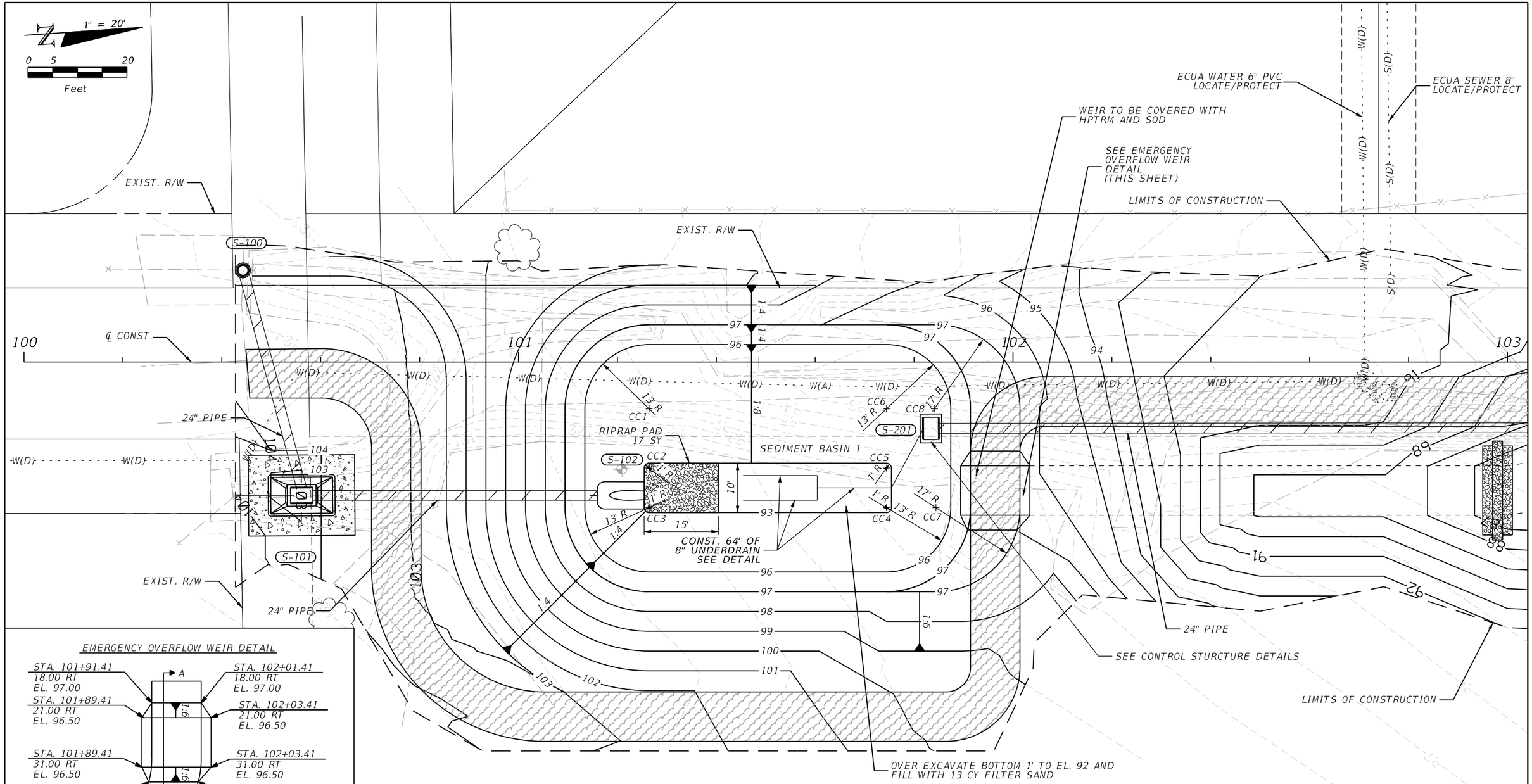
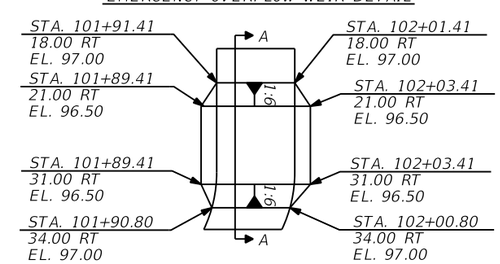
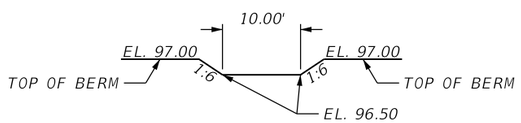


EMERGENCY OVERFLOW WEIR DETAIL





CROSS SECTION A-A
NTS

DESIGN HIGH WATER
25YR24HR SCS iii = 96.20'
100YR24HR SCS iii = 96.43'

CENTER OF CURVE	STATION	OFFSET
CC1	101+26.41	9.47' RT
CC2	101+26.41	21.47' RT
CC3	101+26.41	29.47' RT
CC4	101+74.41	29.47' RT
CC5	101+74.41	21.47' RT
CC6	101+74.41	9.47' RT
CC7	101+84.41	29.47' RT
CC8	101+84.09	9.47' RT

REVISIONS	
DATE	DESCRIPTION

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HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SEDIMENT BASIN DETAILS (1)

SHEET NO. 16

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1" = 20'

0 5 20

Feet

EXIST. R/W

LIMITS OF CONSTRUCTION

SEE EMERGENCY OVERFLOW WEIR DETAIL (THIS SHEET)

WEIR TO BE COVERED WITH HPTRM AND SOD

℄ CONST.

RIPRAP PAD 14 SY

SEDIMENT BASIN 2

24" PIPE

S-203

S-301

CC1

CC2

CC3

CC4

8.00'

15.00'

CONST. 143' OF 8" UNDERDRAIN SEE DETAIL

OVER EXCAVATE BOTTOM 1' TO EL. 69 AND FILL WITH 33 CY FILTER SAND

LIMITS OF CONSTRUCTION

CENTER OF CURVE	STATION	OFFSET
CC1	105+08.97	32.74' RT
CC2	105+08.97	38.74' RT
CC3	106+31.97	38.74' RT
CC4	106+31.97	32.74' RT

DESIGN HIGH WATER
25YR24HR SCS iii = 77.09'
100YR24HR SCS iii = 77.42'

EMERGENCY OVERFLOW WEIR DETAIL

STA. 106+46.28
3.00 RT
EL. 78.00

STA. 106+45.81
5.00 RT
EL. 77.50

STA. 106+57.39
15.00 RT
EL. 77.50

STA. 106+60.82
16.72 RT
EL. 78.00

STA. 106+53.99
3.00 RT
EL. 78.00

STA. 106+59.39
5.00 RT
EL. 77.50

STA. 106+66.70
15.00 RT
EL. 77.50

STA. 106+65.35
16.78 RT
EL. 78.00

10.00'

EL. 78.00 — 1:6 — 1:6 — EL. 78.00

TOP OF BERM — TOP OF BERM

EL. 77.50

CROSS SECTION B-B
NTS

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SEDIMENT BASIN DETAILS (2)

SHEET NO. 17

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1" = 20'

0 5 20

Feet

EXIST. FENCE TO REMAIN

LIMITS OF CONSTRUCTION

℄ CONST. DRIVEWAY 1

℄ CONST.

1:6 MAX

1:4

1:4

1:4

1:6

1:10

24" PIPE

24" PIPE

S-304

S-305

S-306

S-401

CC1

CC2

CC3

CC4

29' R

1' R

SEDIMENT BASIN 3

25'

15'

CONST. 247' OF 8" UNDERDRAIN SEE DETAIL

RIPRAP PAD 42 SY

OVER EXCAVATE BOTTOM 1' TO EL. 40 AND FILL WITH 89 CY FILTER SAND

MAINTENANCE ACCESS DRIVEWAY

PARCEL LINE

PROP. EASEMENT

LIMITS OF CONSTRUCTION

DESIGN HIGH WATER
25YR24HR SCS iii = 46.11'
100YR24HR SCS iii = 47.38'

CENTER OF CURVE	STATION	OFFSET
CC1	112+04.88	60.13' RT
CC2	112+05.97	83.10' RT
CC3	113+14.84	77.95' RT
CC4	113+13.76	54.98' RT

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
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HDR ENGINEERING, INC.
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PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

SEDIMENT BASIN DETAILS (3)

SHEET NO. 18

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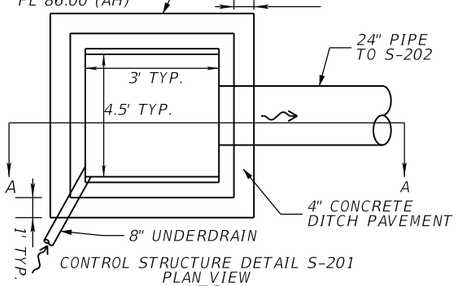
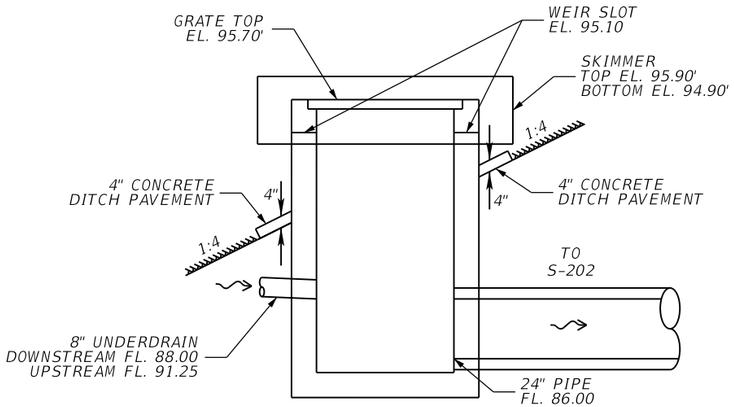
S-201

STA. 101+83.41 (13.44 RT)
CONST. INLET TYPE E WITH SKIMMER
W/ CAST IRON GRATE
GRATE EL. 95.70
WEIR EL. 95.10
INDEX 425-052
FL 88.00 (BK)
FL 86.00 (AH)



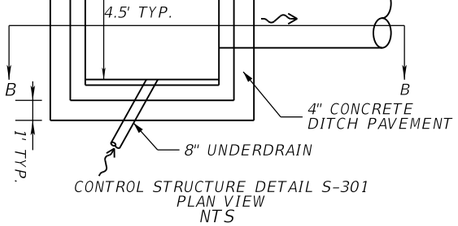
CONTROL STRUCTURE DETAIL S-201
PLAN VIEW
NTS



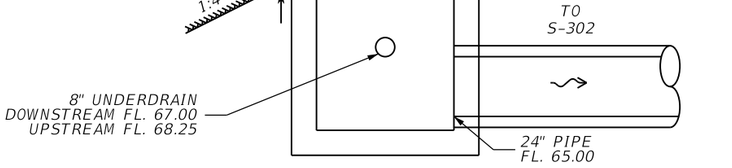
CONTROL STRUCTURE DETAIL S-201
CROSS SECTION A-A
NTS

S-301

STA. 106+40.46 (17.54 RT)
CONST. INLET TYPE E WITH SKIMMER
W/ CAST IRON GRATE
GRATE EL. 76.50
WEIR EL. 76.00
INDEX 425-052
FL 67.00 (RT)
FL 65.00 (AH)



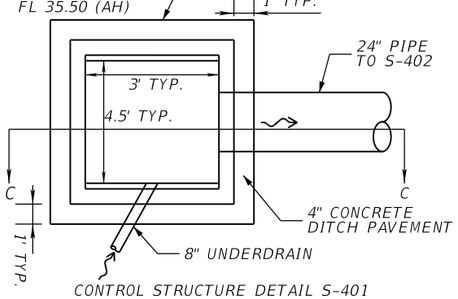
CONTROL STRUCTURE DETAIL S-301
PLAN VIEW
NTS



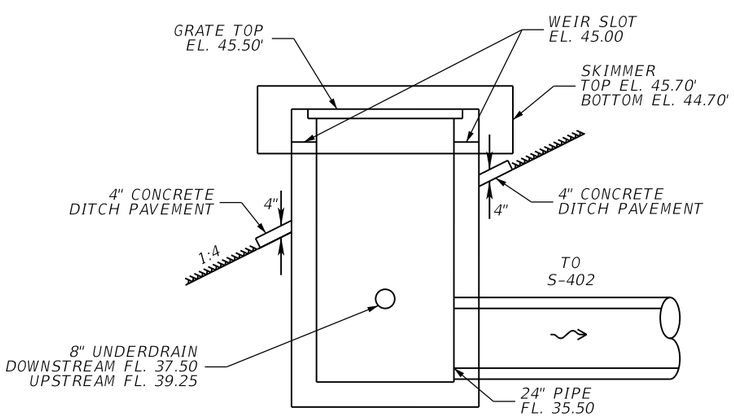
CONTROL STRUCTURE DETAIL S-301
CROSS SECTION B-B
NTS

S-401

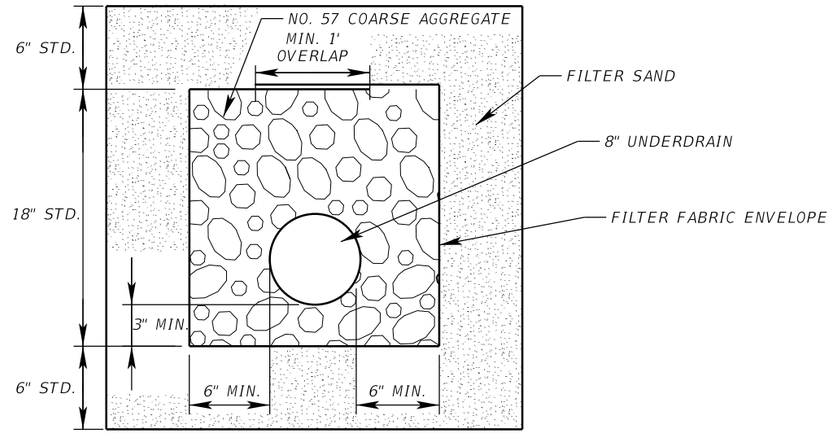
STA. 113+16.63 (46.50 RT)
CONST. INLET TYPE E WITH SKIMMER
W/ CAST IRON GRATE
GRATE EL. 45.50
WEIR EL. 45.00
INDEX 425-052
FL 37.50 (RT)
FL 35.50 (AH)



CONTROL STRUCTURE DETAIL S-401
PLAN VIEW
NTS



CONTROL STRUCTURE DETAIL S-401
CROSS SECTION C-C
NTS



FDOT TYPE III
UNDERDRAIN DETAIL
NTS

S-100

STA. 100+44.28 (18.53 LT)
CONST. MANHOLE TYPE 7
TOP EL. 105.00
INDEX 425-001
FL 101.73 (BK) FROM EXIST. 24" PIPE
FL 100.00 (RT) TO S-101

S-101

STA. 100+56.15 (26.98 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
DBL TRAVERSABLE 7" SLOT
TOP EL. 103.00
INDEX 425-052
FL 98.50 (LT) FROM S-101
FL 100.70 (BK) FROM 12" PVC
FL 94.50 (AH) TO S-102

S-102

STA. 101+18.38 (26.97 RT)
CONST. 24" MES
INDEX 430-021
FL 93.00 FROM S-101

S-202

STA. 104+20.02 (13.16 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
SINGLE TRAVERSABLE 7" SLOT
TOP EL. 80.00
INDEX 425-052
FL 76.40 (BK) FROM S-201
FL 72.00 (AH) TO S-203

S-203

STA. 105+01.16 (33.99 RT)
CONST. 24" MES
INDEX 430-021
FL 70.00 FROM S-202

S-302

STA. 108+55.00 (10.00 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
SINGLE TRAVERSABLE 7" SLOT
TOP EL. 62.49
INDEX 425-052
FL 58.00 (BK) FROM S-301
FL 58.00 (AH) TO S-303

S-303

STA. 110+40.00 (0.00 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
DBL TRAVERSABLE 7" SLOT
TOP EL. 59.00
INDEX 425-052
FL 53.00 (BK) FROM S-302
FL 50.00 (AH) TO S-304

S-304

STA. 111+97.53 (47.06 RT)
CONST. 24" MES
INDEX 430-021
FL 41.00 FROM S-303

S-305

STA. 111+03.06 (86.41 RT)
CONST. DBI TYPE E
W/ CAST IRON GRATE
SINGLE TRAVERSABLE 7" SLOT
TOP EL. 54.00
INDEX 425-052
FL 45.00 (AH) TO S-306

S-306

STA. 111+97.71 (78.49 RT)
CONST. 24" MES
INDEX 430-021
FL 41.00 FROM S-305

S-402

STA. 114+38.90 (41.20 RT)
CONST. 24" MES
INDEX 430-021
FL 33.00 FROM S-401

DRAINAGE STRUCTURE DETAILS

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

DRAINAGE DETAILS

SHEET NO. 19

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REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 20

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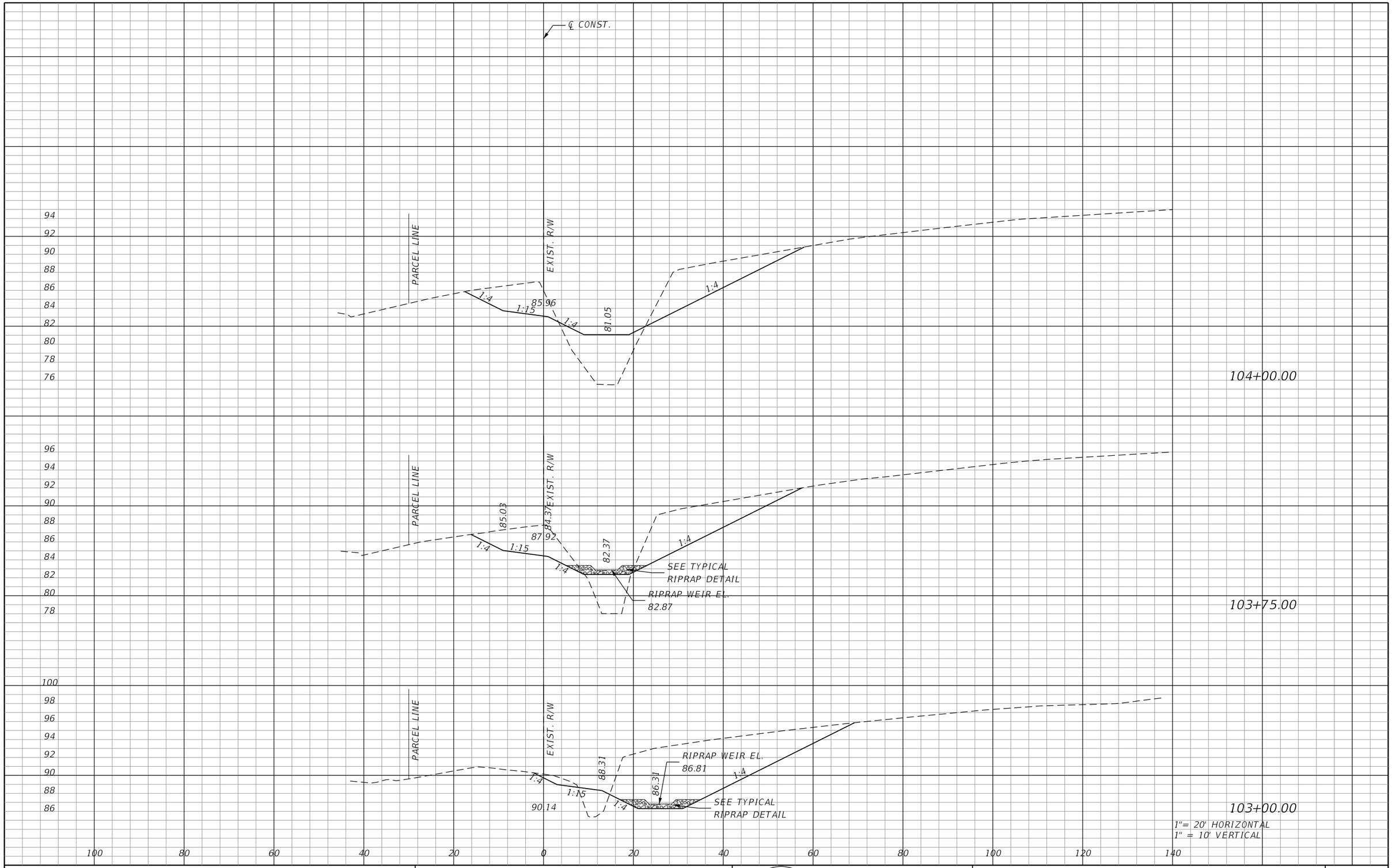

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REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
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HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 21

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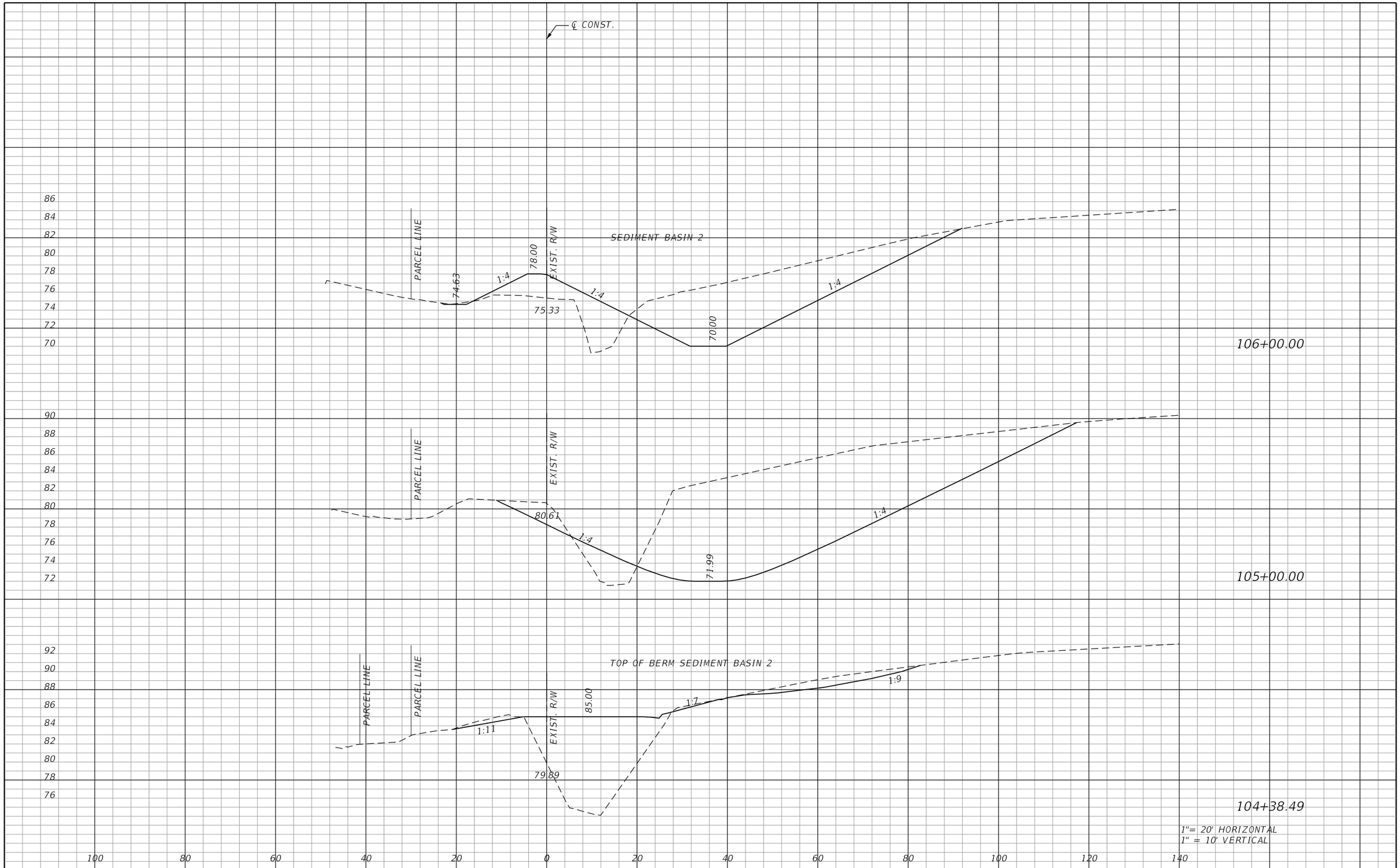

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 22

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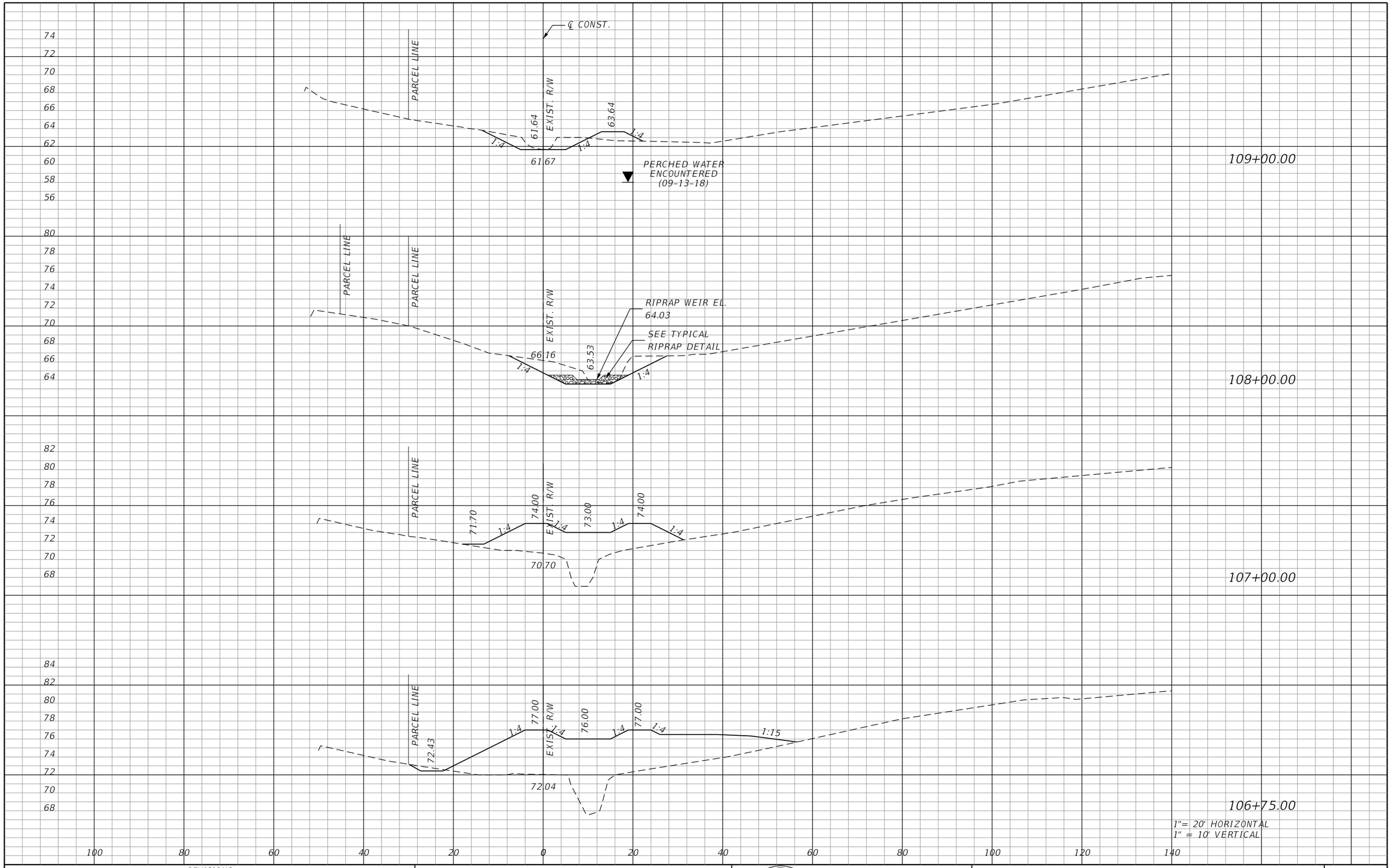

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REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
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PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

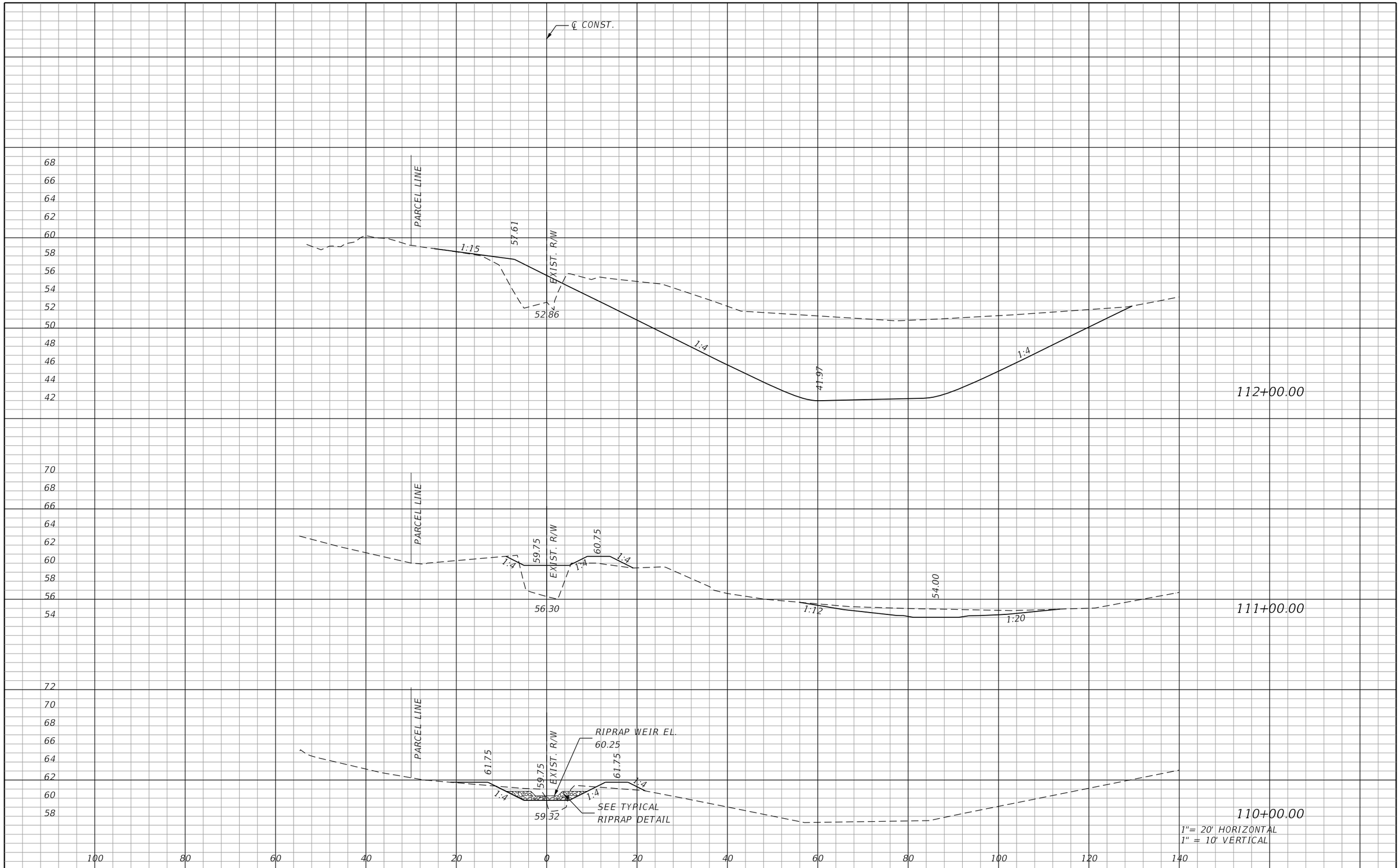
ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 23

PHWALKER 2/11/2019 9:34:29 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\RDXSRD01.DGN



REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 24

PHWALKER 2/11/2019 9:34:30 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\RDXSRD01.DGN

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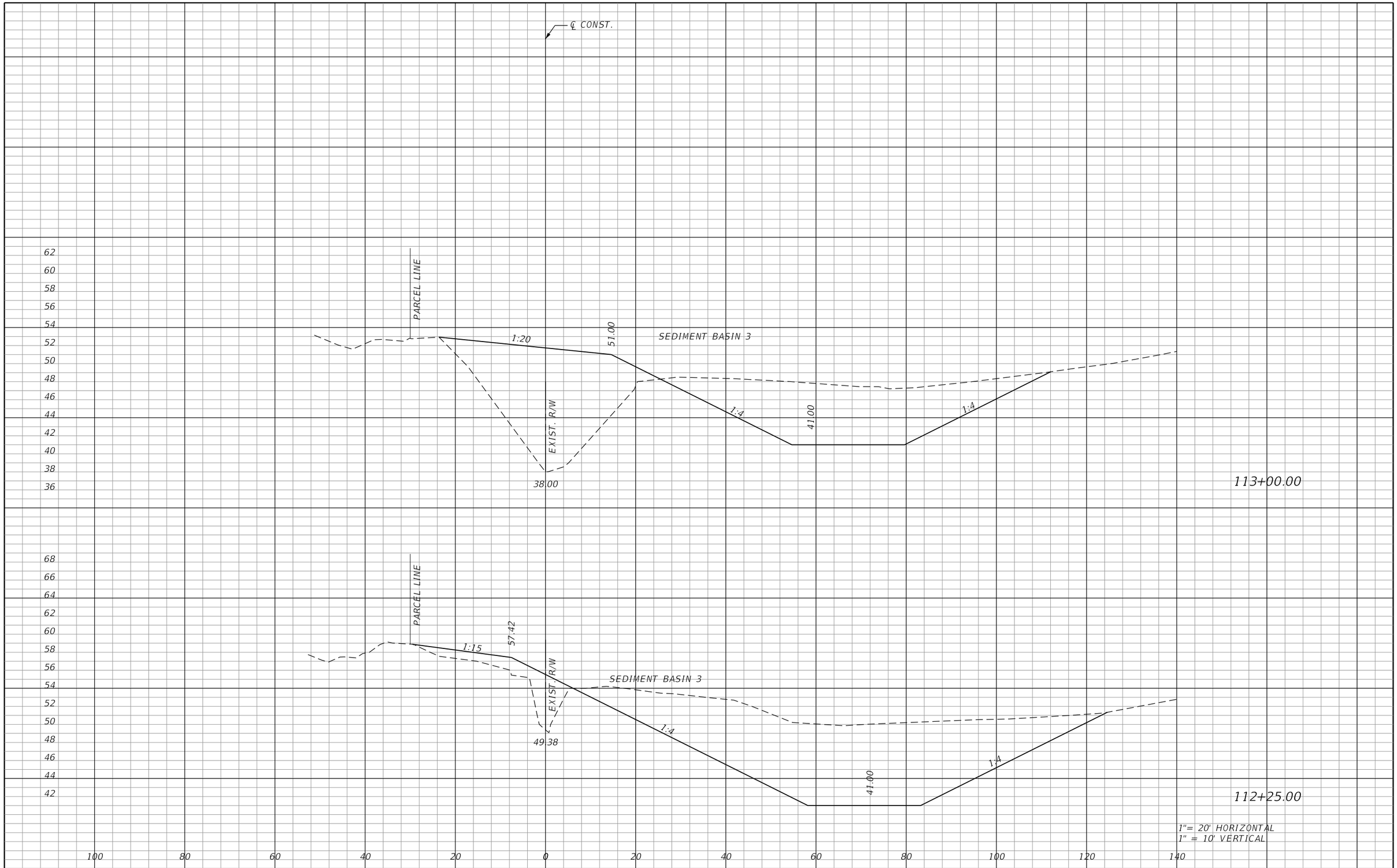

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 25

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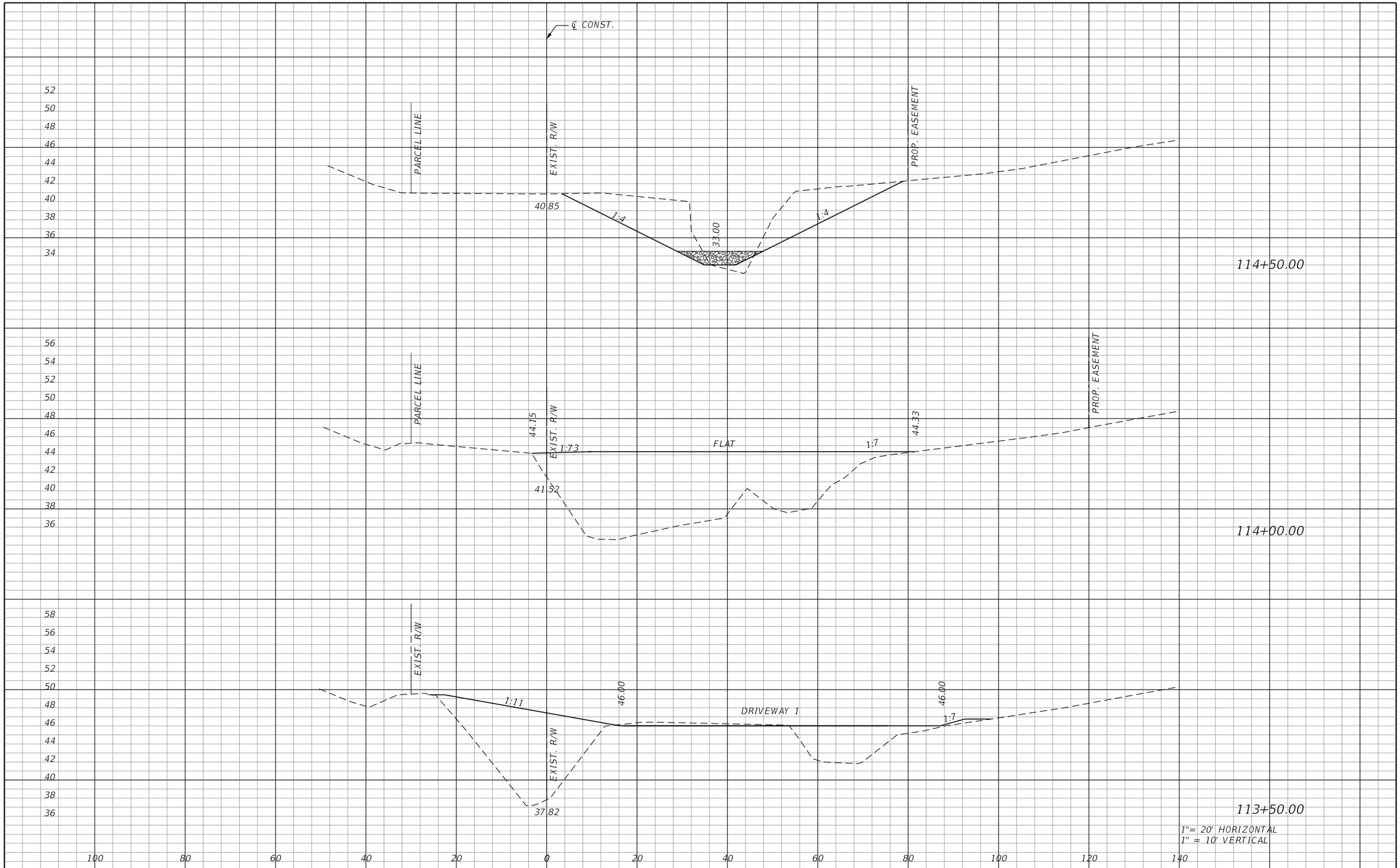

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 26

PHWALKER 2/11/2019 9:34:32 AM PW:\3011\10125425\6.0_CAD_BIM\6.2_WIP\roadway\RDXSRD01.DGN

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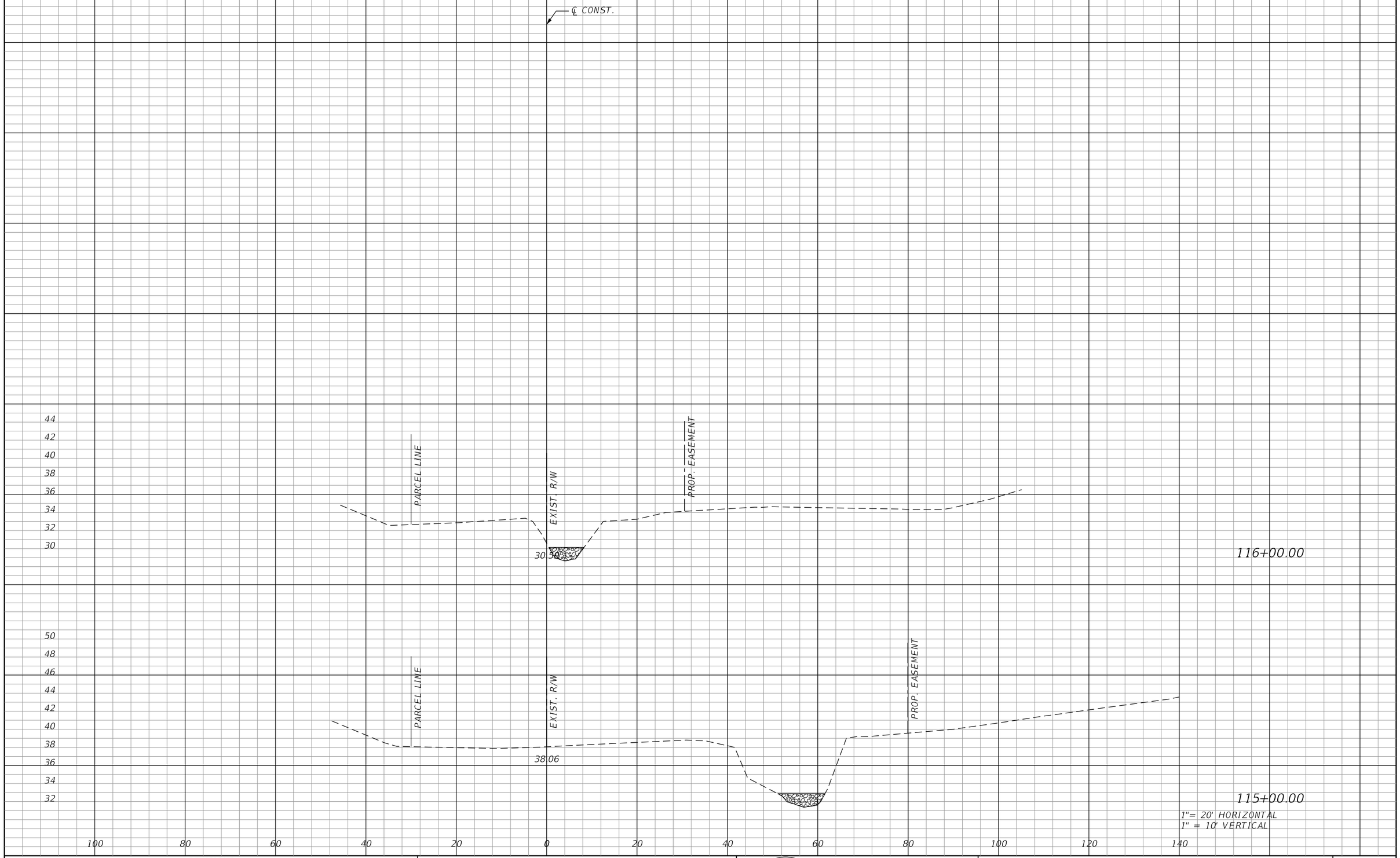

REVISIONS	
DATE	DESCRIPTION

D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

CROSS SECTIONS

SHEET NO. 27

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SITE-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN

THE CONTRACTOR'S PROFESSIONAL ENGINEER (PE), OR CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC) WILL PREPARE AND SUBMIT A SITE-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN TO ESCAMBIA COUNTY FOR REVIEW AND APPROVAL PRIOR TO ANY WORK BEING PERFORMED. THE EROSION AND SEDIMENT CONTROL PLAN SHALL FOLLOW GUIDELINES DOCUMENTED IN THE STATE OF FLORIDA, EROSION AND SEDIMENT CONTROL – DESIGNER AND REVIEWER MANUAL, DATED JUNE 2007, UPDATED 2013 (http://www.fdot.govroadway/drainage/files/Erosion-Sediment-Control.pdf).

AT A MINIMUM, THE EROSION AND SEDIMENT CONTROL PLANS FOR THIS PROJECT REQUIRE SEDIMENT BARRIER TO BE PLACED WHERE THERE IS POTENTIAL FOR TURBID STORMWATER RUNOFF TO DISCHARGE OFF-SITE. INLET PROTECTION IS REQUIRED FOR ALL INLETS THAT COULD RECEIVE RUNOFF FROM DISTURBED AREAS. ARTIFICIAL COVERINGS AND TEMPORARY SLOPE DRAINS ARE REQUIRED IN AREAS WITH HIGH SLOPES. RUNOFF CONTROL STRUCTURES WILL BE REQUIRED WITHIN ALL CHANNELS. A SOIL TRACKING PREVENTION DEVICE SHALL BE INSTALLED AT POINTS OF EGRESS FROM UN-STABLIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFF-SITE TRACKING OF MUD COULD OCCUR.

PAY PARTICULAR ATTENTION TO THE PROTECTION OF UPLAND BUFFERS, NON-IMPACTED WETLANDS, AND SURFACE WATERS ADJACENT TO THE LIMITS OF WORK TO PREVENT TURBID DISCHARGES TO THESE AREAS.

THE MEASURES LISTED ABOVE AND SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS WITH ADDITIONAL CONTROLS TO BE UTILIZED AS NEEDED, DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATIONS AND PHASING.

1. SITE DESCRIPTION:

CONSTRUCTION ACTIVITY INCLUDES NEW CONSTRUCTION, STORM SEWER, DITCH GRADING, AND SEDIMENT BASIN GRADING.

PROJECT LIMITS:
NORTH END OF MOTLEY CT. FROM APPROX 180 FEET NORTH OF VALLEY RIDGE CIR. TO APPROX 1,640 FEET NORTH OF VALLEY RIDGE CIR. (APPROX 0.28 MILES)

PROJECT DESCRIPTION:
CONSTRUCTION OF ACCESS ROADS, SEDIMENT BASINS, AND DRAINAGE CHANNELS NORTH OF MOTLEY CT.

THE MAJOR SOIL DISTURBING ACTIVITIES INCLUDE DITCH EXCAVATION AND SEDIMENT BASIN EXCAVATION.

TOTAL AREA TO BE DISTURBED:

RUNOFF COEFFICIENTS:
C= 0.15 (BEFORE)
C= 0.50 (DURING)
C= 0.20 (AFTER)

(2) ESTIMATES OF SIZE OF PROJECT AREA FOR EACH OUTFALL:
CLEAR CREEK – TOTAL AREA 2.98 ACRES

(3) LOCATIONS OF OUTFALLS:
NORTH POND OUTFALL: LAT N30° 33' 30", LONG. W87° 15' 11" (CLEAR CREEK)

(4) DESCRIPTION OF SOIL OR QUALITY OF DISCHARGE:
SOILS ARE PRIMARILY TROUP SANDS AND TROUP-POARCH SANDY LOAM.

THE CONSTRUCTION PLANS ARE BEING USED FOR THE SITE MAP.

2. CONTROLS:

TEMPORARY EROSION CONTROL MEASURES ARE SHOWN ON THE EROSION CONTROL PLANS AND PERMANENT EROSION CONTROL MEASURES ARE SHOWN IN THE CONSTRUCTION PLANS.

a. EROSION AND SEDIMENT CONTROLS:
(1) STABILIZATION PRACTICES:

X TEMPORARY SODDING	X ARTIFICIAL COVERING
___ TEMPORARY GRASSING	X BUFFER ZONES
X PERMANENT PLANTING, SODDING, OR SEEDING	___ PRESERVATION OF NATURAL RESOURCES
___ TEMPORARY MULCHING	

-LOCATION OF ARTIFICIAL COVERING IS TO BE DETERMINED BASED ON SITE CONDITIONS
-THIS LIST MAY NOT INCLUDE ALL MEASURES BASED ON ACTUAL SITE CONDITIONS

STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 14 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

OTHER:
THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(2) STRUCTURAL PRACTICES:

___ SAND BAGGING	___ SEDIMENT TRAPS
X SEDIMENT BARRIER	X SEDIMENT BASINS
___ SYNTHETIC BALES	___ STORM INLET SEDIMENT TRAP
X BERMS	___ STONE OUTLET STRUCTURES
___ DIVERSION, INTERCEPTOR, OR PERIMETER DITCHES	___ CURBS AND GUTTERS
X PIPE SLOPE DRAINS	X STORM SEWERS
___ FLUMES	___ VELOCITY CONTROL DEVICES
X ROCK BEDDING AT CONSTRUCTION EXIT	___ FLOATING TURBIDITY BARRIER
___ TIMBER BEDDING AT CONSTRUCTION EXIT	X RIPRAP
X RUNOFF CONTROL STRUCTURE	X WATTLES
X INLET PROTECTION	

LOCATIONS OF SEDIMENT BASINS, STORM DRAINS, AND RIP RAP ARE SHOWN ON THE CONSTRUCTION PLANS. THIS LIST MAY NOT INCLUDE ALL CONTROL MEASURES. ACTUAL SITE CONDITIONS MAY REQUIRE ADDITIONAL CONTROL MEASURES.

SEDIMENT BARRIER WILL BE USED TO PROTECT ALL UNDISTURBED WETLANDS.

OTHER:
THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

b. DESCRIPTION OF SEDIMENT BASINS:
THERE ARE 3 SEDIMENT BASIN FACILITIES TO BE CONSTRUCTED WITH THIS PROJECT.

c. OTHER CONTROLS
(1) WASTE DISPOSAL:
THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(2) OFFSITE VEHICLE TRACKING:
X HAUL ROADS DAMPENED FOR DUST CONTROL
X LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
X EXCESS DIRT ON ROAD REMOVED DAILY
X STABILIZED CONSTRUCTION ENTRANCES

OTHER:
THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(3) SANITARY WASTE:
THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(4) FERTILIZERS AND PESTICIDES:
FERTILIZER WILL BE APPLIED ACCORDING TO APPLICABLE SUBSECTIONS OF THE ESCAMBIA COUNTY GENERAL PAVING & DRAINAGE TECHNICAL SPECICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DOCUMENTING THE USE OF PESTICIDES IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

(5) TOXIC SUBSTANCES (INCLUDING SPILL REPORTING):
THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY. IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE COUNTY PROJECT MANAGER IMMEDIATELY.

d. FEDERAL, STATE, AND LOCAL PLANS, AND PERMITS:
- NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT,1½ GENERAL PERMIT (403.814 (12) F.S)
- FDEP NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION SITE, (CH 62-621 FAC) TO BE OBTAINED BY THE CONTRACTOR
- THERE ARE NO WETLANDS IN THE PROJECT LIMITS

3. MAINTENANCE:

MAINTENANCE OF PERMANENT AND TEMPORARY FEATURES SHALL BE DONE IN ACCORDANCE WITH THE ESCAMBIA COUNTY GENERAL PAVING & DRAINAGE TECHNICAL SPECIFICATIONS.

THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN SUBMITTED TO THE COUNTY.

4. INSPECTION:

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INSPECTIONS OF EROSION CONTROL FEATURES. QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.25 INCHES OR GREATER. WHERE SITES HAVE BEEN FINALLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH.
-POINTS OF DISCHARGE FROM THE PROJECT SITE
-DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED
-AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION
-STRUCTURAL CONTROLS
-SEDIMENT BASINS
-LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE

5. NON-STORMWATER ACTIVITIES:

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS AND IDENTIFYING ALL ANTICIPATED NON-STORMWATER DISCHARGES.

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REVISIONS	
DATE	DESCRIPTION

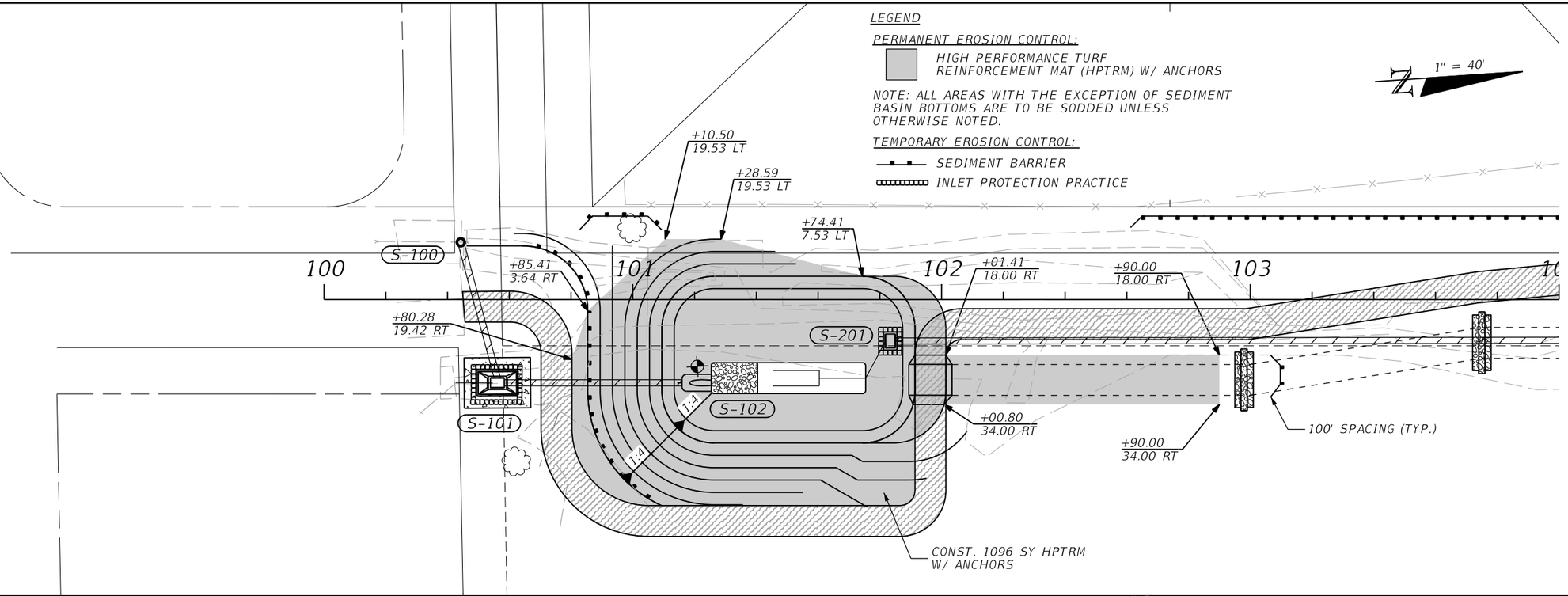
D. ALLEN VINSON
P.E. LICENSE NUMBER 72543
HDR ENGINEERING, INC.
25 WEST CEDAR STREET, SUITE 200
PENSACOLA, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

STORM WATER POLLUTION PREVENTION PLAN

SHEET NO. 28



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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

EROSION AND SEDIMENT CONTROL PLAN (1)

SHEET NO. 29

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LEGEND

PERMANENT EROSION CONTROL:

HIGH PERFORMANCE TURF REINFORCEMENT MAT (HPTRM) W/ ANCHORS

NOTE: ALL AREAS WITH THE EXCEPTION OF SEDIMENT BASIN BOTTOMS ARE TO BE SODDED UNLESS OTHERWISE NOTED.

TEMPORARY EROSION CONTROL:

SEDIMENT BARRIER

INLET PROTECTION PRACTICE

1" = 40'

110 111 112 113 114

201

202

S-303

100' SPACING (TYP.)

S-304

S-305

S-306

S-401

S-402

1:4

1:4

+41.09
87.16 RT

+43.17
131.12 RT

+11.38
127.90 RT

+71.60
117.04 RT

+01.95
111.60 RT

+16.21
106.92 RT

CONST. 2596 SY HPTRM W/ ANCHORS

+83.63
22.17 LT

+37.32
35.43 RT

+37.33
44.36 RT

+89.33
77.90 RT

CONST. 280 SY HPTRM

15 116 117

50' SPACING (TYP.)

LEGEND

SEDIMENT BARRIER

INLET PROTECTION PRACTICE

1" = 40'

REVISIONS	
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ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MOTLEY COURT GULLEY
IMPROVEMENTS

EROSION AND SEDIMENT CONTROL PLAN (2)

SHEET NO.
30

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PROJECT SPECIFICATIONS

Motley Court Gulley Improvements
Escambia County, Florida

BID PACKAGE DOCUMENTS

PREPARED FOR
ESCAMBIA COUNTY ENGINEERING DIVISION

Prepared By:

January 2019

TABLE OF CONTENTS

I. ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, EFFECTIVE 2/1/2015, REVISED 5/17/2017

NOTES:

1. **Where Escambia County Technical Specifications do not cover work to be performed, FDOT Standard Specifications for Road and Bridge Construction shall apply.**

APPENDICES

Appendix A: NWFWMD ERP Permit
Appendix B: Property Rights/Easements (Processing)
Appendix C: Geotechnical Information
Appendix D: Armormax 75 HPTRM - Project-specific Details
Appendix E: NRCS-EWP Grant Requirements

I. ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, EFFECTIVE 2/1/2015, REVISED 5/17/2017

PUBLIC WORKS DEPARTMENT
Engineering Division

Escambia County
Technical Specifications

GENERAL EXCEPTIONS*: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

Work shall comply with requirements of FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, as modified herein.

**Note: The General Exception above does not apply when utilizing Federal Highway Administration (FHWA) funding.*

County Engineer
Joy D. Blackmon, P.E.

Effective Date: February 01, 2015
Revised : May 17, 2017

INDEX TO ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS

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01000	DEFINITIONS
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02230	CLEARING & GRUBBING
02300	EARTHWORK
02320	UNDERDRAIN AND EXFILTRATION TRENCH
02340	RIPRAP
02400	GRADED AGGREGATE BASE
02410	RECYCLED CONCRETE AGGREGATE BASE (CRUSHED CONCRETE)
02440	SUPERPAVE ASPHALT BASE
02460	SAND CLAY BASE
02500	SUPERPAVE ASPHALT CONCRETE
02510	ASPHALT RUBBER MEMBRANE INTERLAYER (ARMI)
02580	HOT IN-PLACE RECLAIMED ASPHALT AND RESURFACING
02600	STORMWATER SYSTEM
02800	FENCING
02900	GRASSING
03300	PORTLAND CEMENT CONCRETE
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04020	POST MOUNTED STREET NAME SIGNS
04030	SPAN MOUNTED SIGNS
04040	PAVEMENT MARKINGS
04060	MAINTENANCE OF TRAFFIC
04090	CONSTRUCTION OF TRAFFIC SIGNALS
REV	REVISIONS
LAP DIV 1	LAP DIVISION 1 SPECIFICATIONS (FHWA/FDOT PROJECTS ONLY

SECTION 01000 – DEFINITIONS

PART 1 - GENERAL

The following terms, when used in the Contract Documents, have the meaning described

Advertisement
The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

Bidder
An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge
A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day
Every day shown on the calendar, ending and beginning at midnight.

Contract
The term “Contract” means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the County and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

Contract Documents
The term “Contract Documents” includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, plans (including revisions thereto issued during construction), Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Contract Bond
The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Letting
The date that the County opened the bid proposals.

Contract Time
The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor
The individual, firm, joint venture, or company contracting with the County to perform the work.

Contractor's Engineer of Record
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer. The Contractor's Engineer of Record must be an employee of a pre-qualified firm. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a prequalified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Controlling Work Items
The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

County
Escambia County Public Works Department

Culverts
Any structure not classified as a bridge that provides an opening under the roadway.

Delay
Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department
Escambia County.

Developmental Specification See definition for Specifications.

Engineer
The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be County in-house staff or a consultant retained by the County

Engineer of Record
The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be County in-house staff or a consultant retained by the County.

The Contractor shall not employ the Engineer of Record as the Contractor’s Engineer of Record or as a Specialty Engineer.

Equipment
The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work
Any “work” which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a “delay”.

Highway, Street, or Road
A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays
Days designated by the Board of County Commissioners as holidays, which include, but are not limited to, New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day.

Inspector
An authorized representative of the County, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory
The testing laboratory used by the Contractor.

Major Item of Work

Any item of work having an original Contract value in excess of 5% of the original Contract amount.

Materials
Any substances to be incorporated in the work under the Contract.

Median
The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans
The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Proposal (Bid, Bid Proposal)
The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form
The official form or the expedite program generated bid item sheets on which the County requires formal bids to be prepared and submitted for the work.

Proposal Guaranty
The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the County accepts the proposal.

Right-of-Way
The land that the County has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the County.

Roadbed
The portion of the roadway occupied by the subgrade and shoulders.

Roadway
The portion of a highway within the limits of construction.

Section
A numbered prime division of these Specifications.

Special Provisions
See definition for Specifications.

Specialty Engineer
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to pot bearing designs, nonstandard expansion joints, MSE wall designs and

other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

Registration as a Professional Engineer in the State of Florida.
The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

Specifications
The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

Standard Specifications: “Standard Specifications for Road and Bridge Construction” a bound book, applicable to all FDOT Contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

Supplemental Specifications: Approved additions and revisions to the Standard Specifications, applicable to all Department Contracts.

Special Provisions: Specific clauses adopted by the Department that add to or revise the Standard Specifications or supplemental specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

Technical Special Provisions: Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

Developmental Specification: A specification developed around a new process, procedure, or material.

Standard Specifications
See definition for Specifications.

State
State of Florida.

Subarticle
A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade
The portion of the roadbed immediately below the base course or pavement, including

below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure
All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent
The Contractor's authorized representative in responsible charge of the work.

Superstructure
The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Agreement
A written agreement between the Contractor and theCounty, and signed by the surety, modifying the Contract within the limitations set forth in these Specifications.

Supplemental Specifications See definition for Specifications.

Surety
The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions See definition for Specifications.

Traveled Way
The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unilateral Payment
A payment of money made to the Contractor by the Department pursuant to Section 337.11(12), Florida Statutes (2009), for sums the Department determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Department for payment of any additional sums the Contractor claims are due for the work.

Work
All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Work Order
A written agreement between the Contractor and the County modifying the Contract within the limitations set forth in these Specifications. Funds for this agreement are drawn against the Initial Contingency Pay Item or a Contingency Supplemental Agreement.

Working Day
Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

END OF SECTION 01000

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and General and Supplemental Provisions of the Contract, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including, but not limited to the following:

1. Submittal Procedures
2. Contractor's Construction Schedule
3. Daily Construction Reports
4. Shop Drawings
5. Product Data
6. Samples
7. Quality Assurance Submittals
8. Licenses
9. Pictures, Video of Pre-Construction Conditions

B. Administrative Submittals: Refer to other Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for Payment
3. Performance and Payment Bonds
4. Insurance Certificates
5. List of Subcontractors
6. Licenses

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, inspections, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need

to review submittals concurrently for coordination. The County reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay construction as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals. Allow 2 weeks for initial review. Allow additional time if the County must delay processing to permit coordination with subsequent submittals.

    a. If an intermediate submittal is necessary, process the same as the initial submittal.
    b. Allow 2 weeks for reprocessing each submittal.
    c. No extension of Contract Time will be authorized because of failure to transmit submittals to the County sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

    a. Project Name.
    b. Date.
    c. Name and Address of the Engineer.
    d. Name and Address of the Contractor.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Four copies of each submittal (three hard copy and one digital) shall be transmitted. Transmit each submittal from the Contractor to the County, (copy Engineer) using a transmittal form. The County will not accept submittals received from sources other than the Contractor. Submittals must be approved by Contractor prior to review by County. On the transmittal, record relevant information and requests for data. On the form or on a separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that the information complies with Contract Document requirements on each submittal.

1.4 CONSTRUCTION SCHEDULE/DOCUMENTATION

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days of the issuance of the Notice to Proceed. The contractor shall submit an updated schedule at least once per month, showing any schedule changes. This may be requested up to three times per month by the County. Include dates of shop drawing submittals.

B. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.

C. Pre-Construction Site Conditions Photos/Video: Contractor shall submit a DVD of photos and video of the site conditions prior to the performance of any work.

D. Licenses: All required licenses to perform work shall be submitted prior to the commencement of construction.

1.5 DAILY CONSTRUCTION REPORTS

Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the County at weekly intervals including, but not limited to:

1. Work performed.
2. Approximate count of personnel at the site.
3. Count and type of major equipment at the site.
4. High and low temperatures, general weather conditions, including daily rainfall amount from gauge installed on site jointly recorded by contractor and county representative.
5. Accidents and unusual events.
6. Meetings and significant decisions.
7. Stoppages, delays, shortages, and losses.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Material Expenditures.

1.6 SHOP DRAWINGS

A. Submit shop drawings for structures unless FDOT approved structures are used.

B. Shop Drawings – Including, but not limited to the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.

1.7 PRODUCT DATA

Product Data - Include the following information:

1. Manufacturer's printed recommendations.
2. Compliance with trade association standards.
3. Compliance with recognized testing agency standards.
4. Application of testing agency labels and seals.

1.8 SAMPLES

Submit samples as specified in the technical specifications.

1.9 QUALITY CONTROL (QC) / QUALITY ASSURANCE (QA) SUBMITTALS

A. Submit the QC Plan to the County for approval within 21 calendar days after the Notice to Proceed. The County will review the QC Plan and respond to the Contractor within 21 calendar days of receipt.

If at any time the Contractor is not in compliance with the approved QC Plan, or a part thereof, affected portions of the plan will be disapproved. The contractor shall cease work in the affected operation(s) and submit a revision to the County. If the QC Plan, or a part thereof, must be revised, submit the revision to the County. The County will review the revision and respond within seven calendar days of receipt.

Continue to work on operations that are still in compliance with the approved sections of the QC Plan.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit to the County a certification from the manufacturer certifying compliance with specified requirements.

C. Inspection and Test Reports: Requirements for specific testing are included in the technical specifications.

1. Submit to the County: Two (2) copies (one hard copy and one digital) of the inspection and test reports from a qualified, independent, geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida.

2. All testing required by the specifications or the County shall be at the contractors expense.

3. No additional work within/upon the tested area shall proceed until submitted test results confirm compliance with specification requirements.

4. Areas where submitted test results indicate non-compliance shall be removed, replaced, and retested. Extents of area out of compliance shall be determined by testing at 25’ increments, in each direction within the construction area, until passing results are achieved.

5. Variations from testing requirements and frequency of testing may be authorized by the County and will be documented in writing.

1.10 ENGINEER'S ACTION

Except for submittals for the record or information, where action and return is required, the County will review each submittal, mark to indicate action taken, return to contractor within the timeframe allotted herein. Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 02230 - CLEARING & GRUBBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions shall apply to this Section.

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Section 110, Latest Edition.*

C. Emerald Coast Utility Authority (ECUA) *Engineering Manual*, *Latest Edition.*

1.2 SUMMARY

A. This Section includes, but is not limited to, the following:

1. Protection of existing trees indicated to remain.
2. Removal of trees and other vegetation.
3. Clearing and grubbing.
4. Removing above-grade improvements.
5. Removing below-grade improvements.

B. Extent of clearing & grubbing shall remain in County right-of-way, easements (temporary or permanent), or approved written work agreement areas, unless otherwise noted or instructed.

1.3 PROJECT CONDITIONS

Provide protection for all public land corners and monuments within the limits of construction. Any Monuments disturbed while performing the work will be replaced at the contractor's expense.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.

Carefully and cleanly cut minor roots and branches of trees indicated to

remain in a manner where such roots and branches obstruct installation of new construction.

B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to remain.

1. Completely remove all stumps within the roadway. Remove roots and other debris to a depth of 12” below the ground surface or finished grade, whichever is lower.

2. Use only hand methods for grubbing inside drip line of trees Indicated to remain.

3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated in accordance with Section 2300.

C. Removal of Improvements: Remove existing above grade and below grade improvements as indicated and as necessary to facilitate new construction, and other work as indicated.

3.2 DISPOSAL OF WASTE MATERIALS

A. Burning: Burning is not permitted on County property. Requests to burn will be considered on a case by case basis. If approved, Contractor is to acquire permits and provide copies to the County.

B. Removal from County Property: Remove waste materials and unsuitable or excess topsoil from County property, and dispose of off site in a legal manner.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Lump Sum Payment: When direct payment is provided in the Contract for the quantity to be paid for as the lump sum quantity cleared and grubbed, no additional measurements will be made.

B. Payment By The Acre/Square Yard: For areas of Clearing and Grubbing that are designated to be paid for separately by the acre or square yard, the quantity to be paid for will be determined by measurement of the areas shown on the plans or authorized by the County to be cleared and grubbed, and acceptably completed.

4.2 BASIS OF PAYMENT

A. General: Price and payment will be full compensation for all Clearing and Grubbing required for the roadway right-of-way and for lateral ditches, channel changes, or other outfall areas, and any other Clearing and Grubbing indicated, or required for the construction of the entire project, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the contract. Price and payment, either lump sum or by the acre/square yard will be full compensation for all the work specified in this Section, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein.

B. Lump Sum Payment: Payment shall be made at the lump sum contract price for Clearing and Grubbing, lump sum.

C. Payment: Payment shall be made at the per unit contract price for Clearing and Grubbing, per acre or square yard.

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Latest Edition*.

1.2 SUMMARY

A. This Section includes preparing and grading for pavement, curb, subgrades, drainage features, and general site work.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Section 2230 "Clearing & Grubbing" for clearing, grubbing, and tree protection.

2. Section 2600 “Stormwater System” for installation of stormwater systems.

1.3 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, base, drainage fill, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from on-site excavations.

D. Subbase Course: The layer placed between the subgrade and base course in a paving system.

E. Base Course: The layer placed immediately beneath the surface pavement in a paving system.

F. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the County. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

H. Utilities include on-site above ground utilities, overhead utilities and underground utilities including: pipes, conduits, ducts, and cables, as well as related appurtenances and underground services within building lines.

I. Unsuitable Material: Any material such as muck, wood, rock, peat, garbage, non-compactable soils in dry condition, and any other material that is considered by the County Engineer to be unsuitable.

J. Topsoil: Topsoil is defined as the surface layer of soil found normally to a depth of at least 4 to 8 inches that typically contains organic materials. Satisfactory topsoil is reasonably free of roots, clay lumps, stones, other objects over 2 inches in diameter, and any other objectionable or deleterious material.

1.4 SUBMITTALS

A. General: Submit the following in accordance with Section 1300, "Submittals."

B. Product Data and Samples of the following:

1. 1-lb representative samples of each proposed fill and backfill soil material from borrow sources as selected by the County.

2. 12-by-12-inch sample of filter fabric.

3. Representative samples of the proposed base and sub-base materials.

C. Test Reports: In addition to test reports required under field quality control, submit the original directly to the County from the testing services, with a copy to the Contractor:

1. Laboratory analysis as specified in 1.1 (Related Documents) of each soil material proposed for fill and backfill from borrow sources.

2. One optimum moisture-maximum density curve for each soil material.

3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY CONTROL / QUALITY ASSURANCE

A. Codes and Standards: Perform earthwork complying with all requirements of authorities having jurisdiction.

B. Testing and Inspection Service: A qualified independent geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida to classify, perform soil tests, and provide inspection services for quality control. All proposed borrow soils will require the testing agency to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor shall replace materials removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall reimburse for additional and re-testing.

1.6 PROJECT CONDITIONS

A. Site Information: Data in the subsurface investigation Report, if available, is used for the basis of the design and is available to the contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The County will not be responsible for interpretations or conclusions drawn from this data by the Contractor.

B. Existing Utilities: After location of utilities by the appropriate utility company, it is the Contractor's responsibility to protect all such utility lines, including service lines and appurtenances, and to replace at his own expense any that may be damaged by the Contractor's equipment or forces during construction of the Project.

1. Provide a minimum of 48-hours notice to the County and receive written notice to proceed before interrupting any utility.

2. The contractor is responsible for contacting all utility companies to verify locations of all existing utilities, utility-related obstructions, or utility relocations that he may encounter during construction.

3. Adequate provision shall be made for the flow of existing sewers, drains, and water courses encountered during construction, and structures which may be disturbed shall be satisfactorily restored by the Contractor at his expense.

C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during the course of the work, consult the County immediately for directions. Cooperate with the County and utility companies in keeping respective services and facilities in operation.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Soils used as fill shall be clean sands, similar to existing site soil, with less than 5% passing the number 200 sieve when existing subgrade conditions are considered wet as per the County. Soils as described above with less than 15% passing the number 200 sieve and meeting the requirements of Section 902-6 of the FDOT Specifications may be used when existing subgrade conditions are considered dry as per the County. The sand shall have a maximum dry density of at least 100 pounds per cubic foot, according to the Standard Proctor compaction test, AASHTO T-99, ASTM D698. Provide approved borrow soil materials from off-site when sufficient satisfactory soil materials are not available from on-site excavations.

If the Contractor elects to import any materials, then he will do so only with the approval of the County and at his own expense, unless separate payments for such items are called for in these specifications. Provide laboratory certification that soils meet requirements of specifications.

B. Sub-Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or sand. The material shall be stabilized in accordance with FDOT Standard Specification Section 160-5.4. ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve, and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 DEWATERING

A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on sub-grades in work areas, and from flooding project site and surrounding area.

B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

C. The Contractor shall prevent the accumulation of water in excavated areas, and shall remove, by pumping or other means, any water that accumulates in the excavation. The Contractor shall prevent the accumulation of water in both structural and trench excavations and shall remove, by well point system or by other means, water which accumulates. The Contractor shall provide, install and operate a suitable and satisfactory dewatering system, when needed to dry sub-grades or other work areas. The Contractor shall comply with the latest testing requirements as set forth by the applicable regulatory agency. At a minimum, the contractor shall test once prior to dewatering, once within

the first week of dewatering, and once every thirty (30) days while dewatering.

D. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collection or runoff areas. Do not use trench excavations as temporary drainage ditches. Discharged water shall be clean, not silt or sediment laden, prior to discharge to untreated system and/or waters of the State.

3.2 EXCAVATION

A. Explosives: Not permitted.

B. Strip topsoil and significant root systems to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root systems.

3.3 STABILITY OF EXCAVATIONS

A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

B. All excavation work shall conform to all applicable OSHA Publications, Latest Editions. The Contractor's method of providing protective support to prevent cave-ins shall conform to OSHA requirements. Slope excavations, shoring, and trench box usage in the field must be based on tabulated data and designed by the Contractor. The contractor is solely responsible for job site safety and shall not be compensated for required safety equipment/devices.

3.4 EXCAVATION FOR STRUCTURES

Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, maintaining a safe slope, installing services and other construction, and for inspections.

A. Footings and Foundations: Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Pile Foundations: After piles have been installed, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.

C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Appurtenances: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades. Consider Dewatering and other sections as applicable.

3.6 EXCAVATION FOR STORMWATER SYSTEMS

Excavate and compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of Section 2600. Consider Dewatering and other sections as applicable.

3.7 STORAGE OF SOIL MATERIALS

Stockpile excavated materials acceptable for backfill, fill soil, and topsoil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Stockpiles shall be placed, graded, and shaped to drain surface water and prevent erosion. Cover to prevent wind-blown dust and/or erosion. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Backfill excavations promptly, but not before completing the following:

1. Acceptance of construction below finish grade including, where applicable, filter fabric installation and gravel bedding.

2. Surveying locations of underground utilities for record documents.

3. Testing, inspecting, and approval of underground utilities.

4. Removal of trash and debris from excavation.

5. Removal of temporary shoring, bracing, and sheeting unless specified to remain.

B. No backfill material shall be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, backfill operations shall not be resumed until the moisture content of the fill is as previously specified to achieve proper compaction.

3.9 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface. In order to insure proper bond and prevent slipping between the original ground and fill, the surface of the original ground shall be scarified to a depth of at least three inches. Each layer of fill material shall be compacted until the required density is achieved, and the density achieved should be verified in accordance with specifications using in-place density testing.

B. When subgrade or existing ground surface is to receive fill and has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture condition or aerate soil and re-compact to required density.

C. Place fill material in layers to required elevations for each location listed below.

1. Under grass, subbase or base material, use satisfactory excavated or borrow soil material.

2. Under walks and pavements, curbs, steps, ramps, building slabs, footings and foundations use subbase and/or base material.

3.10 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

B. Do not place backfill or fill material on surfaces that contain excessive moisture.

C. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density. Stockpile or spread and dry removed wet satisfactory soil material.

3.11 COMPACTION

A. Place backfill and fill materials in layers or lifts not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.

C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM Modified Proctor):

1. Under structures, building slabs, steps, and pavements, compact each layer of backfill or fill material at a minimum of 98% Modified Proctor of the material's maximum dry density.

2. Under lawn or unpaved areas, compact each layer of backfill or fill material at 95% Modified Proctor maximum dry density.

3.12 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between existing adjacent grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.10 foot.

2. Walks: Plus or minus 0.10 foot.

3. Pavements: Plus or minus ½ inch.

3.13 STABILIZED SUBGRADE

A. For stabilized subgrade the type of materials, commercial or local, is at the Contractor's option and no separate payment for stabilizing materials will be made (other than as may be paid for as borrow).

B. When stabilizing is designated as Type B, compliance with the bearing value requirements will be determined by the Limerock Bearing Ratio Method. Minimum LBR shall be 40.

C. It is the Contractor's responsibility that the finished roadbed section meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, full payment will be made for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing

materials from other sources, within the limits of the stabilizing.

D. After the roadbed grading operations have been substantially completed, the Contractor shall make his own determination as to the quantity (if any) of stabilizing material, of the type selected by him, necessary for compliance with the bearing value requirements. The contractor shall notify the Engineer of the approximate quantity to be added, and the spreading and mixing-in of such quantity of materials shall meet the approval of the County as to uniformity and effectiveness.

3.14 FIELD QUALITY CONTROL

A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), ASTM D 293 (drive cylinder method), or ASTM D 2922 (nuclear method), as applicable.

a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the speedy moisture meter according to ASTM D 3017.

b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and speedy moisture meter at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.

2. Paved Areas: Make at least one field density test of subgrade, base, and each compacted fill layer for every 300 linear feet of roadway or equivalent area, but in no case less than two tests. Tests shall be staggered to ensure representative sampling.

3. Unpaved Areas: Make at least one field density test of each compacted fill layer or subgrade for every 1000 square yards of area, but in no case less than two tests.

4. Other tests may be required at County’s discretion.

B. If, in the opinion of the County, based on testing service reports and

inspection or the Engineer's observations, subgrades, fills, or backfills are below specified density, scarify and moisten or aerate as needed, or remove and replace soil to the depth required, re-compact, and re-test until required density is obtained at no additional expense.

3.15 REPAIR & CORRECTIONS

A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the Engineer; reshape and re-compact at optimum moisture content to the required density.

B. Settling: Where settling occurs, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

C. When traffic must cross open trenches, the contractor shall provide suitable bridge of graded aggregate base or temporary asphalt paving as directed by County at no additional expense. (See Section 4060 for additional requirements.)

D. Erosion Control: The Contractor shall be responsible for the prevention of erosion from the site and for maintaining filled and graded surfaces for the duration of the project. This includes, but is not limited to, the erection of a silt fence and hay bale barricade as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual and/or as shown in the construction plans. The Contractor shall take whatever steps necessary to prevent erosion and sedimentation, and will be responsible for any damages which might occur to down-land properties as a result of run-off from the site during sitework construction at no additional cost. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Surplus excavated material becomes the property of the Contractor unless otherwise noted. Waste materials, including unsatisfactory soils, trash and debris shall be removed and legally disposed of, off the Owner's property.

3.17 CLEAN-UP AND FINAL INSPECTION

Before final inspection and acceptance the Contractor shall clean ditches, shape

shoulders and restore all disturbed areas, including street crossings, grass plots, re-grassing if necessary, to as good a condition as existed before work started.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Excavation: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated by the method of average end areas according to the survey and plans. If actual quantities vary in field, contractor shall communicate with Engineer and/or County to request additional payment. The measurement will include the net volume of material between the original ground surface and the surface of completed earthwork according to the survey and plans. If actual quantities vary in field, contractor shall communicate with the County to request additional payment. Excavation for swales and channels will be included in the total quantity for Excavation. Subsoil Excavation will be measured to the lines and grades indicated on the plans or as approved by the County. Backfill material shall either include normal excavation material from within project limits or borrow material supplied by the Contractor.

B. Embankment: Quantities for Embankment will be calculated by the method of average end or square yard areas, and will include material placed above the original ground line, within the lines and grades indicated on the plans or as directed by the County.

C. Calcium Chloride for Dust Control: The quantity to be paid for will be the weight, in tons, of calcium chloride authorized and acceptably spread on the road, within the limits specified by the County. The quantity will be determined from scales, certified freight bills, or other sources, the accuracy of which can be authenticated.

4.2 BASIS OF PAYMENT

A. General: Prices and payments for the various work items included in this section will be full compensation for all work described herein, including excavating, dewatering, dredging, hauling, placing, and compacting. Separate pay items will be provided for all devices required to maintain control of erosion according to plans and NPDES permit. Additional devices shall be no additional cost.

B. Excavation: Unit prices will be established for required cubic yard volumes of Regular Excavation, Subsoil Excavation, and Borrow Excavation as necessary. When subsoil excavation is required to a depth greater than plans and specifications require, and additional excavation is not due to unsuitable, a change order will be required to establish a new quantity utilizing the current unit price.

C. Embankment: Payment shall be made at the unit contract price for Embankment, cubic yard or square yard, in place, according to plans.

D. Calcium Chloride for Dust Control: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintenance of the treated area and all water furnished and applied to the area.

E. Dewatering: The contractor shall include the cost of dewatering in the unit price bid for the stormwater pipe if there is not a specific line item used in the contract.

END OF SECTION 02300

SECTION 02320 - UNDERDRAIN AND EXFILTRATION TRENCH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 440, and Design Standards, Latest Edition*.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing pipe for underdrain and exfiltration trenches, the type and size shown on the plans or in the proposal in accordance with the requirements of these specifications, and installing such pipe at the locations shown on the plans or designed by the County in substantial conformity with the established lines, trench widths, filter media, and grades. The work shall include furnishing and construction of such joints and connections to other pipes as may be required to complete the work, as shown on the plans or directed, together with the specified trench, filter media, and filter fabric materials. Filter media may be sand, gravel, gravel pack, and/or a combination thereof.

PART 2 - PRODUCTS

A. Underdrain Pipe: Underdrain pipe shall conform to the requirements of Florida Department of Transportation Standard Specification 948-2, Latest Edition. The perforations shall meet the requirements for perforations as specified in AASHTO M294. Pipe shall be perforated polyethylene ADS N-12 or approved equal.

B. Filter Aggregate shall be clean, washed gravel free of organic material and fines with minimum 33% percent voids. Aggregate shall be at least FDOT stone or equivalent.

C. Filter Fabric shall be Terratex EP (Woven) or approved equal meeting the requirements of FDOT Specification Section 985.

D. Filter sand shall be clean sand, free of organic materials and fines, with an effective grains size of 0.20 to 0.55 mm, uniformity coefficient of 1.5 to 4.0, a K value (recommended design permeability) not to exceed 2.5 ft/hr, and the contractor shall provide a grain-size analysis to the County for the project.

PART 3 - EXECUTION

3.1 STANDARD INSTALLATION:

A. Trenches shall be excavated to the dimensions shown on the plans or as directed. A bedding layer of filter aggregate or filter sand of the size shown on the plans shall be placed in the bottom of the filter fabric lined trench for its full width and length and compacted as directed.

B. Subdrainage pipe of the type and size specified shall be embedded firmly in the bedding material. All pipe sections shall be securely joined with the appropriate coupling fittings or bands as per manufacturer's specifications.

C. After the pipe installation has been inspected and approved, the specified filter aggregate, gravel pack, and/or filter sand shall be placed as shown on the drawings and filter fabric wrapped around the filter media with a minimum overlap (as required) on top. Install wire mesh at opening/outfall. Care shall be taken not to displace the pipe.

D. The Contractor shall take every precaution to prevent the entrance of soil and sediments into the filter bed during construction, which would sacrifice the integrity of the filter fabric and aggregate installed. Stormwater runoff and sedimentation controls to be provided so as to protect the underdrain or exfiltration trench system.

E. Installation of the corrugated polyethylene pipe shall be in accordance with the ASTM D-2321 Latest Revision.

F. Gravel packs shall be installed around the filter-drain underdrain pipe an average thickness of at least six inches from the underdrain pipe for all underdrain systems located within pond bottoms and pond banks. The minimum separation between the gravel pack and the top of the filter bed shall be two feet. A permeable filter fabric shall be wrapped around the gravel pack.

G. Cleanouts or inspection boxes shall be installed, at minimum, every 400 feet or as specified by plan, at every directional change or bend, and at the beginning (upstream) and at the terminus (downstream) of the underdrain pipes or exfiltration trench systems.

H. Cleanouts shall have vertical portions non-perforated, include water-tight caps, and shall incorporate fittings (wye fittings or elbow bends) that have an angle no less than 45 degrees.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the length, in feet, of underdrain, which include trench filter fabric, measured in place, along the centerline and gradient of the underdrain, completed and accepted. The quantities to be paid for will be the length, in feet, of outlet pipe measured in place, along the centerline and gradient of the outlet pipe, completed and accepted. The quantity of underdrain inspection boxes and cleanouts to be paid for will be the number completed and accepted. When payment for gravel or sand filter media is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated based upon the length, width, and depth of the underdrain or exfiltration trench dimensions, minus the pipe volume, as shown on the plans, unless the filter media is specified as a bid item included in the costs of the underdrain or exfiltration system.

4.2 BASIS OF PAYMENT

Prices and payment for this item shall include all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications. Materials covered under this pay item include but are not limited to: pipe including fittings, filter fabric, filter media, filter sand, filter aggregate, cleanout structures and inspections boxes. Payment shall be made for the underdrain or exfiltration pipe based upon the length of pipe. Unit prices will be established for the number of cleanouts structures and inspection boxes, unless otherwise specified as a bid item included in the under underdrain or exfiltration trench system. Unit prices will also be established for required cubic yard volume of gravel or sand filter media based upon the length, width, and depth of the underdrain or exfiltration trench, minus the pipe volume, as shown on the plans, unless otherwise specified as a lump sum bid item included in the costs of the underdrain or exfiltration trench system. No additional payment will be made for filter media overages larger than the specified plan volume. No additional payment will be made for excavation of the trench or lining the trench with filter fabric. No additional payment will be made for underdrain pipe with a sock filter fabric.

END OF SECTION 02320

SECTION 02340 - RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 530*, and *Design Standards 281*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing and constructing the Riprap which shall consist of a protective course of stone or other approved materials on embankment slopes, in channels, or other work as shown on the plans or directed, with or without a Filter Blanket, all in accordance with these Specifications and in conformity with the lines and grades noted in the plan details.

PART 2 - PRODUCTS

2.1 MATERIALS

Rubble\Stone Riprap shall comply with Florida Department of Transportation *Standard Specification 530-2.2*

A. Banks and shore protection shall comply with Florida Department of Transportation *Standard Specification 530-2.2.1*.

B. Ditch lining shall comply with Florida Department of Transportation *Standard Specification 530-2.2.2*.

C. Broken stone and broken concrete shall comply with Florida Department of Transportation *Standard Specification 530-2.2.3*.

D. Geotextile fabric shall comply with Florida Department of Transportation *Standard Specification 514* and Florida Department of Transportation *Design Standards 104* according to its application.

E. Bedding stone shall comply with Florida Department of Transportation *Standard Specification 530-2.3*.

F. Sand/Cement Riprap: Materials and placement shall comply with Florida Department of Transportation *Standard Specification 530-2.1*.

PART 3 - EXECUTION

3.1 EXECUTION

A. Construction Requirements:

General: All slopes to be treated with riprap shall be trimmed to the lines and grades indicated by the plans or directed, such that the plan grades are the top of the placed riprap, unless otherwise noted. Loose material shall be compacted by methods approved by the Engineer or removed.

Slopes which require a filter blanket under the riprap shall, in addition to the above, be prepared as noted below.

1. Placement of any riprap on a filter blanket shall be by such means that will not damage or destroy the blanket. Any damage to the blanket shall be repaired without additional compensation.

2. Unless directed otherwise by the Engineer or shown by plan details, all outer edges and the top of riprap where the riprap terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the ground and/or slope.

3. All riprap construction shall begin at the bottom of the slope and progress upward.

4. Filter Blanket: Unless otherwise specified by the plans or ordered in writing, a fabric blanket will not be allowed for soils with 85% by weight passing the No. 200 sieve (U.S. Std.)

5. The bedding stone shall be constructed in accordance with Florida Department of Transportation Specification 530-3.3.

6. Foundation Preparation: Areas on which filter fabrics are to be placed shall be uniformly trimmed and dressed to conform to cross-sections shown by the plans.

B. Plastic Filter Fabric (Geotextile):

Plastic filter fabric shall be placed in the manner and at the locations shown in the plans or as directed by the Engineer. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacturer, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or shoreline unless otherwise directed by the Engineer, and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum

width of 24 inches of overlap for each joint with the upstream strip of fabric overlapping the downstream strip. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth as recommended by the manufacturer, but no greater than the following intervals along a line through the midpoint of the overlap.

Pin Spacing	Slope
2 ft.	Steeper than 3:1
3 ft.	3:1 to 4:1
5 ft.	Flatter than 4:1

The fabric shall be turned down and buried two feet at all exterior limits except where a stone-filled key is provided below natural ground.

Additional pins regardless of location shall be installed as necessary to prevent any slippage of the filter fabric. Overlaps in the fabric shall be placed so that any upstream strip of fabric will overlap the downstream strip. Should the Engineer direct that the fabric be placed with the long dimension perpendicular to the centerline of the channel or shoreline, the lower strip of fabric shall underlap the next higher strip. Each securing pin shall be pushed through the fabric until the washer bears against the fabric and secures it firmly to the foundation. The fabric shall be protected at all times during construction from contamination by surface runoff and any fabric so contaminated shall be removed and replaced with uncontaminated fabric. Any damage to the fabric during its installation or during placement of riprap shall be replaced by the Contractor. The work shall be scheduled so that the manufacturer's recommendation for UV exposure is not exceeded or 5 days does not expire between placement of the fabric and the covering of the fabric with riprap, whichever is less.

3.2 STONE AND CONCRETE RUBBLE RIPRAP

General: Unless otherwise shown by plan details or directed, stone or concrete shall not be placed on slopes steeper than the natural angle of repose of the riprap material.

Placement of stone or concrete may, unless otherwise noted hereinafter, be placed by methods and equipment suitable for the purpose of placing the riprap in accordance with the requirements for the class riprap involved without damaging any existing facility or construction material.

The stone or concrete shall be placed in such a manner as to produce a reasonably well graded mass of rock with the minimum practical percentage of voids. Stone or concrete shall be laid with close broken joints and resting on the embankment slope. The top of the riprap shall be constructed to the lines, grades and thickness shown by the plans or as directed. Riprap shall be placed

to its full course thickness in one operation and in such a manner as to avoid displacing or damaging the filter blanket material. The larger stone or concrete shall be well distributed and the entire mass of stone or concrete, in their final position, shall conform to a reasonable uniform gradation. The finished riprap shall be free from objectionable pockets of small stone or concrete and clusters of larger stone or concrete. Open joints shall be filled with spalls, or small stone or concrete in such manner that all stone or concrete are tightly wedged or keyed. Placing riprap by dumping into chutes or by other methods likely to cause segregation of sizes will not be permitted. The desired distribution of the various sizes of stone or concrete throughout the mass shall be obtained by selective loading of the material at the source, by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. The individual pieces of stone or concrete in each horizontal course shall be laid so that they will not break away from embankment. Rearranging of individual stone or concrete by mechanical equipment, or by hand, will be required to the extent necessary to obtain a reasonably well graded distribution of stone or concrete as specified above.

3.3 SAND/CEMENT RIPRAP

A. Placing: Immediately following mixing, the mixture shall be placed in the bags, tied (so that when laid in position, they will flatten out and give a thickness of not less than six inches) and placed flat on the area designed. Use only one type of bag per structure. Bags shall be layered and wedged against each other to form closed joints, with tied ends of sacks all laid in the same direction. Sacks ripped or torn in placing shall be removed and replaced with sound, unbroken sacks. When required to be placed under water, special care shall be taken to see that bags are closely jointed to give the same tight joints as required on dry slopes. After the riprap is placed, it shall be sprinkled with water as directed and kept damp for not less than three days. No sand/cement riprap shall be mixed in freezing weather.

B. Grouting: Immediately after watering, all openings between sacks shall be filled with dry grout composed of one part Portland cement and five parts sand.

C. Pinned/Staked Bags: Bags shall be pinned/staked when called for on drawings.

3.4 CLEAN UP

Before final inspection and acceptance, the Contractor shall remove all excess material from site and restore all disturbed areas to as good a condition as existed before work started.

3.5 MAINTENANCE

The Contractor shall maintain all riprap until the contract work is accepted, and shall replace, without additional compensation, any damaged or missing riprap.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Sand-Cement: The quantity to be paid for will be the volume, in cubic yards, of sand actually used in the sand cement mixture and grout, satisfactorily placed and accepted. If sand is proportioned by volume, the sand will be measured loose in an approved measure prior to mixing with cement. If sand cement is proportioned by weight, approved scales will be used for this purpose and the volume will be calculated using a standard conversion factor for sand of 85lbs. /cubic feet. No adjustment of batch weights to allow for varying moisture content of the sand will be made.

B. Stone/Concrete Rubble and Bedding Stone: The quantities to be paid for will be, as per plans/bid schedule, and either by the weight in tons in surface dry natural state; by railroad scales, truck scales, or barge displacement, or by square yards (according to plan thickness.) The Contractor shall determine the weights as follows:

1. Railroad Weights: The Contractor shall weight railroad cars on railroad scales, before and after loading or before and after unloading. If weighed by other than the Engineer, a certified statement of weights will be required. Certificates of weight, furnished by the railroad company, will be accepted without further certification.

2. Truck Weights: The Contractor shall weigh trucks on certified scales, loaded and empty, as prescribed above for railroad weights. The Contractor shall weigh trucks in presence of the Engineer, or furnish certificates of weights.

3. Barge Displacement: The Engineer will measure each barge. The Contractor shall fit each barge with gauges graduated in tenths of a foot increment. The Contractor shall locate a gauge at each corner of the barge near the lower end of the rake. The Contractor shall furnish additional gauges amidships, if the Engineer deems necessary. The Engineer will review and check all computed weights. Weight certificates may be submitted.

4. In Place Measurement: The Contractor shall measure surface area (in square yards) of area riprap has been placed.

4.2 BASIS OF PAYMENT

A. Sand-Cement: Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for Riprap (Sand-Cement.)

B. Stone/Rubble: Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fill (or subgrade) for placing riprap in the Contract unit price for Riprap (Stone/Rubble). As an exception to the above, concrete that is shown to be removed from the project site and subsequently disposed of by being crushed and used in the embankment as riprap will not be paid for under this section. Include the cost of such work order under Removal of Existing Structures.

C. Bedding Stone: Price and payment will be full compensation for all work specified in this Section, including all materials and hauling. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing bedding stone in the Contract unit price for Riprap (Stone/Rubble).

END OF SECTION 02340

SECTION 02400 - GRADED AGGREGATE BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.

1.2 DESCRIPTION OF WORK

This item shall consist of a base course of graded aggregate constructed on a subgrade prepared in accordance with the specifications and in conformity with the line, grades and typical cross-section as shown on the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

Use graded aggregate material which yields a satisfactory mixture meeting all the requirements of these Specifications after it has been crushed and processed as a part of the mining operations.

The Contractor may furnish the material in two sizes of such gradation that, when combined in a central mix plant pugmill, the resultant mixture meets the required specifications.

Use graded aggregate base material of uniform quality throughout, substantially free f rom organic matter, shale, lumps and clay balls, and having a Limerock Bearing Ratio value of not less than 98. Use material retained on the No.10 sieve composed of aggregate meeting the following requirements:

Soundness Loss, Sodium, Sulfate: AASHTO T 104.....15%
Percent Wear: AASHTO T 96 (Grading A)
Group 1 Aggregates..... 45%
Group 2 Aggregates..... 65%
Group 1 : This group of aggregates is composed of limestone, marble, or dolomite.
Group 2: This group of aggregates is composed of granite, gneiss, or quartzite.
Use graded aggregate base material meeting the following gradation:

Sieve Size	Percent by Weight Passing
2 inch	100
1 1/2 inch	95 to 100
3/4 inch	65 to 90
3/8 inch	45 to 75
No. 4	35 to 60

No. 10	25 to 45
No. 50	5 to 25
No. 200	0 to 10

For Group 1 aggregates, ensure that the fraction passing the No. 40 sieve has a Plasticity I ndex (AASHTO T 90) of not more than 4.0 and a Liquid Limit (AASHTO T 89) of not more than 25, and contains not more than 67% of the weight passing the No. 200 sieve.

For Group 2 aggregates, ensure that the material passing the No. 10 sieve has a sand equivalent (AASHTO T 176) value of not less than 28.

The Contractor may use graded aggregate of either Group 1 or Group 2, but only use one group on any Contract. (Graded aggregate may be referred to hereinafter as “aggregate”.)

2.2 EQUIPMENT

The aggregate shall be spread by mechanical rock spreaders, equipped with a device which strikes off the aggregate uniformly to laying thickness, and capable of producing an even distribution of the aggregate. For crossovers, intersections and ramp areas; for roadway widths of 20 feet or less; for the main roadway area when forms are used and for any other areas where the use of a mechanical spreader is not practicable; spreading may be done by bulldozers or blade graders. All equipment for proper construction of this project shall be in first-class working condition.

PART 3 - EXECUTION

3.1 TRANSPORTING GRADED AGGREGATE

The graded aggregate shall be transported to the point where it is to be used, over aggregate previously placed if practical, and dumped on the end of the preceding spread. Hauling over the subgrade and dumping on the subgrade will be permitted when, in the County’s opinion, these operations will not be detrimental to the subgrade.

3.2 SPREADING GRADED AGGREGATE

A. Method of Spreading: The graded aggregate shall be spread uniformly. All segregated areas of fine or coarse aggregate shall be removed and replaced with properly graded aggregate.

B. Number of Courses: When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be a pproximately one-half the total thickness of the finished base, or enough addi tional material added to bear the weight of the construction equipment without disturbing the

subgrade. When compacted thickness is six inches or less, graded aggregate shall be placed in one lift.

3.3 COMPACTING AND FINISHING BASE

A. Single-Course Base: For single-course base, after the spreading is completed, the entire surface shall be scarified and then shaped so as to produce the required grade and cross-section, free of scabs and laminations, after compaction.

B. Multiple-Course Base: For multiple-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross-section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made, and the County shall have proof that the required compaction has been obtained. After the spreading of the material for the second course is completed, its surface shall be finished and shaped so as to produce the required grade and cross-section after compaction, and free of scabs and laminations.

C. Moisture Content: When the material does not have the proper moisture content to ensure the required density, wetting or drying will be required. When water is added, it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Water shall be added before beginning compaction operations. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted. This shall be performed utilizing the speedy moisture meter.

3.4 DENSITY REQUIREMENTS

As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98% of the modified proctor maximum density as determined by AASHTO T-180 (Modified Proctor.)

3.5.1 TESTING SURFACE, PROTECTION, AND MAINTENANCE

A. Density Tests: A minimum of at least one field density test on each course of compacted base shall be performed for every 500 square yards, or every 300 linear feet of road pavement, or as directed by the Engineer. Additional tests may be made if deemed necessary by the Engineer and/or County/CEI.

B. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.

C. Correction of Defects: Contamination of Base Material: If, at any time, the subgrade material should become mixed with the base course materials, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.

D. Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which in the opinion of the County, would impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by re-scarifying, reshaping, adding base material where necessary, and re-compacting, without additional compensation.

E. Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers, mechanical plate tampers, or other special equipment which will achieve the density requirements specified herein. When multiple-course base construction is required by the plans or specifications, the required compaction shall be achieved in each course prior to spreading material for the overlaying course.

F. Testing Surface: The finished surface of the base course shall be checked from the required crown and ensure longitudinally a smooth, consistent surface for the placement of the asphalt course(s). All irregularities, greater than 1/4 inch per 15' straight edge test, shall be corrected, after which the entire area shall be re-compacted and tested as specified herein before. In the testing of the surface, the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.

G. Priming and Maintaining:

Priming: The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur. See FDOT Prime Coat Specification.

Maintaining: The Contractor will be responsible for assuring that the true crown and template are maintained, with no rutting or other distortions, and that the base meets all the requirements, at the time the surface course is applied.

H. Thickness Requirements:

Measurements: Thickness of the base shall be measured at intervals in

such a manner that each test represents 500 square yards, or every 300 linear feet of road pavement, or as otherwise directed by the County. Measurements shall be taken at various points on the cross-section, through holes not less than three inches in diameter.

Areas Requiring Correction: Where the compacted base is deficient by more than ½ inch from the thickness called for in the plans, the Contractor shall correct such areas. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross-section.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02400

SECTION 02410 – RECYCLED CONCRETE AGGREGATE BASE
(CRUSHED CONCRETE)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.

1.2 The County recognizes the beneficial reuse of construction materials where said materials can be used in a manner that provides a construction product meeting specifications adopted by state and/or federal agencies. As such, the County shall allow, as noted below, the use of Recycled Concrete Aggregate (RCA) for the purpose of constructing an aggregate base course for the placement of an asphaltic concrete surface course in accordance with this section.

1.3 This section shall conform to section 2400 G.A.B. except as noted.

1.4 SPECIFIC CONSENT REQUIRED

Recycled Concrete Aggregate may only be used on projects with specific written consent of the County Engineer, or designee, subject to the conditions outlined herein. No such permission shall be given until the requirements of Items 2.1 through 3.1.A-D have been affirmatively addressed by the Engineer of Record for the project. Additionally, construction may not proceed until the requirements of Item 3.2.B have been addressed. Should construction commence more than six months after the date of the geotechnical report and/or roadway locations and/or elevations change, a geotechnical addendum shall be submitted confirming groundwater elevations. Should County staff observe differing construction or material conditions after approval; additional testing or re-evaluation of existing conditions for use may be required. RCA installations not in compliance with these specifications shall be subject to removal and replacement.

PART 2 - PRODUCTS

2.1 MATERIALS

The material requirements of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation Special Provisions Specification Section 204, “Graded Aggregate Base.”

A. Recycled Concrete Aggregate used shall not be required to comply with FDEP source approval requirements specified in FAC 62-701.730 or be qualified as a clean debris source under FDEP rules, as outlined in Florida Department of Transportation Special Provisions Specification Section 204-2.2, “ Graded Aggregate Base.” The aggregate supplied shall be

capable of meeting the requirements outlined in this item. NO material shall be used that has been obtained from potentially contaminated sources that may contain asbestos or other hazardous materials.

PART 3 - EXECUTION

3.1 SPECIFIC USE & LOCATION REQUIREMENTS

A. The use of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."* It should be noted RCA may not be used on FHWA funded projects.

B. Unless the Engineer of Record can demonstrate that the grading plan provides a minimum vertical separation of 18 inches between the bottom of the base and the seasonal high water table provided in the geotechnical report, permanent groundwater control measures shall be incorporated in the roadway design (i.e. under drains with positive out falls, etc.). If the subsurface conditions encountered in the geotechnical study indicate the presence of, or the potential for, perched groundwater, the geotechnical engineer shall address the appropriate measures to remedy perched groundwater in the geotechnical report or addendum.

C. The Engineer of Record shall as part of the original construction plans approved by the County or by addendum approved by the County provide construction details and specifications for the road section(s) to be used with RCA. The section shall include material types, thickness requirements, and compaction requirements for all materials required for the flexible pavement section. The plan and profiles shall detail groundwater levels (apparent or perched) and the use of under drains with positive out falls, where applicable/appropriate. Where under drains are required, they shall be detailed in cross section relative to the road section. The Engineer of Record shall also provide calculations which detail the calculated capacity of all components of the underdrain section, transmission pipes and receiving system.

D. If, during the time period of construction, water is observed bleeding thru the pavement, new or additional permanent groundwater control measures to a positive, approved, out fall shall be installed. Such measures shall be submitted to the County for review and approval per Item C above.

3.2 TESTING & CERTIFICATION REQUIREMENTS

A. The installation of Recycled Concrete Aggregae shall be in accordance with the Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."*

B. Upon delivery of RCA to the project site, the contractor, NOT the supplier, shall provide to the County a report from an independent FDOT certified testing laboratory certifying that the material meets the gradation and Limerock Bearing Ratio requirements of Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."*

C. During the course of construction, quality control samples of RCA delivered to the project site shall be selected under the supervision of the County, or its representative, for gradation testing. Sampling shall be at a minimum frequency of one sample for every 3,600 square yards of in-place base material.

D. All testing shall be in accordance with Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base,"* and/or the County requirements, whichever is more stringent.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02410

SECTION 02440 – SUPERPAVE ASPHALT BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Specifications sections, apply to work of this section.

1.2 SUBMITTALS

Submit certification of compliance with applicable specifications in accordance with *Section 01300, "Submittals".*

1.3 ENVIRONMENTAL CONDITIONS

Construct bituminous courses when underlying course is dry, and when atmospheric temperature is 40°F and rising for courses 1½" or greater, and 45°F and rising for courses less than 1½".

1.4 CONSTRUCTION EQUIPMENT

A. Spreading Equipment: Self-propelled electronically controlled type, unless other equipment is authorized. Spreading equipment shall be capable of spreading hot bituminous mixtures without tearing, shoving, or gouging and to produce a finished surface of specified grade and smoothness. The use of a spreader that leaves indented areas or other objectionable irregularities in the fresh laid mix during operations will not be permitted.

B. Rolling Equipment: Self-propelled pneumatic-tired rollers supplemented by three-wheel and tandem type steel wheel rollers. The number, type and weight of rollers shall be sufficient to compact the mixture to the required density without detrimentally affecting the compacted material. All rollers shall be suitable for rolling hot-mix bituminous pavements and capable of reversing without backlash. Pneumatic-tired rollers shall be capable of being operated both forward and backward without turning on the mat, and without loosening the surface being rolled. Equip rollers with suitable devices and apparatus to keep the rolling surfaces wet and prevent adherence of bituminous mixture.

At the Contractor's option, vibratory rollers especially designed for bituminous concrete compaction may be used, provided rollers do not impair stability of pavement structure and any underlying layers. Repair depressions in pavement surfaces resulting from use of vibratory rollers at no cost to the Owner. Rollers shall be self-propelled, single or dual vibrating drums, and steel drive wheels, as applicable; equipped with variable amplitude and separate controls for energy and propulsion.

C. Hand Tampers: Hand tampers shall weigh not less than 25 pounds and have a tamping face of not more than 50 square inches.

D. Mechanical Hand Tampers: Commercial type, operated by pneumatic pressure or by internal combustion.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall conform to the requirements of these Specifications for the pavement sections as shown on the drawings.

PART 3 - EXECUTION

3.1 TRANSPORTATION OF BITUMINOUS MIXTURES

Deliver mixture to the area to be paved in such a manner that the temperature, at the time of dumping into the spreader, shall be not less than 285°F or greater than 34 5°F or that temperature required to obtain the specified compaction. Reject any load that has become wet prior to placing or falls outside of the above temperature ranges.

3.2 PLACING

Provide line and grade stakes as necessary for control. Place grade stakes in lanes parallel to centerline of area to be paved, and suitably space for string lines. Place and compact bituminous courses in such thicknesses as to achieve density and smoothness requirements. Maximum lift of bituminous base course shall not exceed 3 inches. Prior to laying the base course, clean underlying course of foreign and objectionable matter with power blowers, power brooms, or hand brooms in places inaccessible to power equipment, and inspect for compaction and smoothness requirements. The range of temperatures of the mixtures at the time of spreading shall be between 285°F and 345°F. Reject bituminous mixture having a temperature outside these limits when dumped into the hopper of the spreader. Adjust mechanical spreader and regulate speed so that the surface of the course is smooth, and when compacted conforms to depth, cross sections, grades and contours indicated. When irregularities of surface or deficiency in depth is more than specified tolerances, remove defective work and replace with new material. Whenever possible, place the mixture in strips not less than 10 feet wide. Overlap rolling to previously placed strip and extend to overlap first strip. Place mixture as continuously as possible. Shovelers and rakers shall follow spreading equipment, adding hot mixture and raking as required to produce a course that, when completed, shall conform to requirements specified. In areas where the use of machine spreading is impractical, mixture may be spread by hand. Distribute mixture into place from dump boards by means of hot shovels and spread with hot rakes in a uniformly

loose layer of such thickness that, when completed, it conforms to required grade and thickness. Do not dump loads any faster than they can be handled by shovelers and rakers. Paint contact surfaces of previously constructed curbs, manholes, and similar structures with a thin coat of emulsion or other approved bituminous material prior to placing the bituminous mixture.

3.3 COMPACTION OF MIXTURE

A. Affect compaction by rolling. Begin rolling as soon after placing as the mixture will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. Start rolling longitudinally at extreme sides of lanes and proceed toward center of pavement, overlapping on successive strips by at least one-half the width of rear wheel of roller. Alternate trips of roller shall be slightly different lengths. Affect initial longitudinal rolling by the use of steel roller. Make tests for conformity with specified crown, grade and smoothness immediately after initial compression. Before continuing rolling, correct any variations by removing or adding materials, then roll course using pneumatic-tired rollers or tandem rollers, while mixture is hot and in condition suitable for proper compaction. Speed of rollers shall not exceed 3 miles per hour and at all times be slow enough to avoid displacement of hot mixture. Correct any displacement of mixture at once by use of rakes and apply fresh mixture or remove mixture as required. Continue rolling until all roller marks are eliminated. During rolling, moisten rollers to prevent adhesion of mixture to rolling surfaces, but do not permit an excess of water. Provide sufficient rollers for each spreading machine in operation on the job and to handle plant output. In places not accessible to rollers, compact mixture with hot pneumatic or manual hand tampers. Skin patching of an area that has been rolled is not permitted. Remove any mixture that becomes mixed with foreign material or is defective, replace with fresh mixture, and compact to density of surrounding area. Roller shall not pass over unprotected edge until asphalt has cooled to at least 120°F. Contractor shall provide workmen who are capable of performing work incidental to correction of pavement irregularities. After final rolling, permit no traffic of any kind on the pavement until the surface temperature has cooled to at least 120°F. Surface temperature shall be measured with surface thermometers or other satisfactory methods.

B. Testing Base Course:

1. Density: Within the entire limits of the width and depth of the base, obtain a minimum density in all areas of the roadway of 98% of modified Proctor maximum density as determined by AASHTO FM 1-T 180, Method D. Compact the base of any LOT of shoulder pavement to not less than 95% of the modified Proctor maximum density as determined by FM 1-T 180, Method D. Additional tests and cores may be required at the County's discretion.

2. Thickness: Measure thickness throughout the placement of any and all courses. In addition, perform periodic check on the yield during the placement of any and all courses. The maximum allowable deficiency at any point shall not be more than 1/4 inch less than the indicated thickness for the course. The average thickness of the course shall not be less than the indicated thickness. Where he deficiency is more than the specified tolerances, the contractor shall correct each such representative area or areas by removing the pavement in question and replacing with new pavement.

3. Smoothness: Straightedge the compacted surface of the course, utilizing a 15' rolling straightedge, as deemed necessary by the County. Apply a rolling straightedge parallel with the centerline of the road and a non-rolling straightedge at right angles to the centerline of the road after final rolling. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet. Correct any portion of the pavement showing irregularities greater than that specified.

4. Thicknesses and Density Requirements: The thickness and density shall e checked at intervals not to exceed one per 300 linear feet of roadway, but in any case, should not be less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

ASPHALT BASE COURSE:
The uantity to be paid for will be the area, in square yards, of asphalt base course after adjustment to the equivalent area of specified thickness.

4.2 BASIS OF PAYMENT

ASPHALT BASE COURSE:
Prices and payments will be full compensation for all work specified in this Section.

END OF SECTION 02440

SECTION 02460 - SAND-CLAY BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT 2000 Specs), *Sections 240 and 912*, *Latest Edition.*

1.2 DESCRIPTION OF WORK

This item shall consist of a base course composed of sand-clay mixtures constructed on a subgrade prepared in accordance with the specifications and in conformity with the line and grades shown on the drawings.

1.3 USE

Sand-clay base may only be ued on projects with specific written consent from the County Engineer, or designee, subject to the conditions outlined herein.

Graded aggregate base shall be utilized in unsuitable soils, moisture sensitive areas, where g oundwater fluctuates to within two feet of average grade, adjacent to wetlands/surface waters where the subgrade soils have a low permeability, and for roadways that will be dedicated to the County for maintenance.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials shall be secured from sources approved by the County and shall be furnished by the Contractor.

B. Sand-Clay shall consist of natural or artificial mixtures of clay or soil binder and gravel, sand or other aggregates. The materials shall be free from organic matter and trash and shall not contain any aggregate particles that will not pass a one-inch (1") sieve. It shall be uniform and shall not contain lumps or aggregate in sufficient quantity to prevent securing a smooth surface free from pits or pockets.

C. The material passing the 10-mesh sieve shall meet the following requirements:

1. Clay (material smaller than 0.005mm) 8-21%

2. Silt (material from 0.05 to 0.005mm) 0-10%

3. Combined Clay and Silt 8-25%

D. It shall have a plasticity index of not more than 6 and have a liquid limit of not more than 25. The material shall have the minimum limerock bearing ratio (LBR) of 75.

PART 3 - EXECUTION

3.1 PLACING AND MIXING MATERIALS

A. Sand-Clay Base; minimum 6-inch compacted thickness. At least 98 percent of the modified proctor maximum dry density must be achieved throughout the full material thickness. The proposed sand-clay base material must be checked by a registered geotechnical engineer or by using hydrometer testing to determine clay content.

B. The material may be dumped directly on the subgrade, but shall be uniformly distributed. The loose thickness will be checked continuously by the Contractor to insure that the finished base course will have the thickness and shape required by the typical section.

3.2 COMPACTING AND FINISHING SAND-CLAY BASE

A. General: After spreading is completed, the base shall be compacted with water being added as required, until the required density has been obtained.

B. Density Requirements: As soon as the proper condition of moisture is attained, the material shall be compacted to a density not less than 98 percent of maximum density as determined by modified proctor test ASTM 1557.

C. Finishing: Upon completion of the initial compaction, the entire surface shall be scarified and then shaped to exact crown and cross-section. The base shall be re-watered, if needed, before final compaction. Final compaction shall be done with any type compacting equipment, in conjunction with traffic rollers, which will obtain the required density. Compaction shall continue until the required density has been obtained and until free water disappears from the surface.

D. Correction of Defects: If at any time, the sub-grade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the sub-grade and replace the materials removed with base material, which shall be watered, if needed, and rolled until the

required density is obtained.

E. Priming: Allow base to cure until moisture does not exceed 90 percent of optimum moisture content for the base course material. Priming shall meet the requirements of Section 300 of FDOT *Standard Specifications, Latest Edition.*

3.3 TESTING SURFACE, PROTECTION AND MAINTENANCE

A. Testing Surfaces: The finished surface of the base course shall be true to the grades shown on drawings. All i regularities greater than 3/ 8-inch shall be corrected by scarifying and removing or adding base material as may be required, after which the entire area shall be re-compacted to meet the specified density requirements.

B. Thickness of Base: A three-eighths inch (3/8") under tolerance in the base will be allowed. All areas where the thickness of the completed base is less than the thickness required after such tolerance shall be corrected by scarifying, adding base material and re-compacting.

C. Protection, Priming and Maintaining: The base shall be kept well drained at all times. Wherever ruts or low spots are found, the areas affected shall be brought to grade and, if necessary, shall be kept moist until the prime coat is applied, so as to prevent dusting and raveling.

D. Thicknesses and Density Requirements: The thickness and density shall be checked at intervals not to exceed one per 300 linear feet of roadway. In no case shall less than three t sts be performed. Tests shall be staggered to ensure representative sampling.

E. Paved Areas: Make at least one field density test of each compacted fill layer (subgrade, base, etcetera) for every 300 l inear feet of roadway or equivalent area, but in no case less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Sand-clay Base to be paid for will be the plan quantity, in square yards.

4.2 BASIS OF PAYMENT

Price and Payment will be full compensation for all work specified in this Section, including all materials; all clearing and grubbing of material pits; all stripping of overburden from the pits, if required; all hauling of material, application of prime and all incidentals necessary to complete the work.

END OF SECTION 02460

SECTION 02500 – SUPERPAVE ASPHALT CONCRETE

PART 1 - GENERAL

1.1 GENERAL

A. Construct a Type SP Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as approved.

B. For this Section only, all references to the Department shall mean the County. All references to the Engineer shall mean the Engineer of Record, designated Engineer of Escambia County and/or CEI.

C. The County will accept the work based on one of the following methods as described in Part 5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the County, or 4) other method(s) as determined by the Contract.

1.2 LAYER THICKNESSES

A. Use only fine graded Type SP asphalt mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.

B. FINE MIXES: The allowable structural layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP 9.5	1-1 ½ inches
Type SP 12.5	1 ½ - 2 ½ inches
Type SP 19.0	2-3 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on fine mixes when used as a structural course:

Type SP 9.5 - Limited to the final (top) structural layer, one layer only

Type SP 12.5 - May not be used in the first layer of courses over 3 1/ 2 inches thick, nor in the first layer of courses over 2 3/4 inches thick on limited access facilities.

The thickness of the new pavement may be checked by core samples, as determined by the Engineer. The Contractor shall be required to correct any deficiency either by replacing the full thickness; or overlaying the area as directed by the Engineer. County inspection shall be performed and all base failures shall be corrected prior to asphalt installation.

Type SP 19.0 - May not be used in the final (top) structural layer.

C. ADDITIONAL REQUIREMENTS: The following requirements also apply to fine Type SP Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (5 feet wide or less), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. Use the minimum and maximum layer thicknesses as specified in 1.2 B above unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

Meet the material requirements specified in F DOT Standard Specifications Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent – Sections 916-1, 916-2
Coarse Aggregate, Stone, Slag or Crushed Gravel – Section 901
Fine Aggregate – Section 902

Aggregates utilized on Escambia County projects must be in accordance with FDOT Qualified Products List

2.2 GRADATION REQUIREMENTS

Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this Specification and conform to the gradation requirements at d sign as defined in Table 1 bel ow. Aggregates from various sources may be combined.

Table 1
Aggregate Gradation Control Points
(Gradation Design Ranges)

	Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max
1 inch	-	-	-	-	100	-

3/4 inch	-	-	100	-	90	100
1/2 inch	100	-	90	100	-	90
3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8
For additional information, refer to AASHTO M-323-04, Table 3						

2.3 RESTRICTED ZONE

The gradation ientified in 2.2 shall pass above the restricted zone specified in Table 2 below.

Table 2
Aggregate Gradation Restricted Zone (Design Only)

Sieve Size within Restricted Zone	Boundaries of Restricted Zone Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
	Min.	Max.	Min.	Max.	Min.	Max
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7
For additional information, refer to AASHTO M-323-04, Table 4						

2.4 AGGREGATE CONSENSUS PROPERTIES

A. Meet the following consensus properties at design for the aggregate blend:

1. Coarse A ggregate A ngularity: When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 3 below.

Table 3
Coarse Aggregate Angularity Criteria
(Minimum Percent Fractured Faces)

	Depth of Top of Pavement Layer From Surface			
	≤4 inches		>4 inches	
	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)
	85	80	60	-
For additional information, refer to AASHTO M-323-04, Table 5				

2. Fine Aggregate Angularity: When tested in accordance with AASHTO T-304, meet the fine aggregate angularity requirement defined in Table 4 below.

Table 4 Fine Aggregate Angularity Criteria		
	Depth of Top of Pavement Layer From Surface	
	≤4 inches	>4 inches
	Minimum Uncompacted Void Content (%)	Minimum Uncompacted Void Content (%)
	45	40
For additional information, refer to AASHTO M-323-04, Table 5		

3. Flat and Elongated Particles: When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles.

2.5 USE OF RECLAIMED (MILLED) ASPHALT PAVEMENT

A. General Requirements: Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:

1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.

2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:

   a. Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP, determined on the basis of the asphalt binder content and maximum specific gravity. The Engineer and/or Engineer of Record will approve the estimated asphalt binder absorption value used in the calculation.

   b. Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.

3. The amount of RAP material used in the mix is not to exceed 50% by weight of total aggregate.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not taken immediately, plant operations should be stopped.

5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles that are soft or conglomerates of fines.

6. Provide RAP, having minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

B. Binder for Mixes with RAP: Select the appropriate binder based on the table below. The Engineer and/or Engineer of Record reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

Binder Grade for Mixes Containing RAP	
% RAP	Asphalt Binder Grade
<20	PG 67-22
20-29	PG 64-22
≥ 30	Recycling Agent
Note: When a PG 76-22 Asphalt Binder is called for in the Contract, limit the amount of RAP material used in the mix to a maximum of 15%.	

PART 3 - GENERAL COMPOSITION OF MIXTURE

3.1 GENERAL

Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the approved mix design. Aggregates from various sources may be combined.

3.2 MIX DESIGN

A. Design the Type SP asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only previously approved designs. Prior to the production of any Type SP asphalt mixture, submit the proposed mix design with supporting

test data indicating compliance with all Type SP asphalt mix design criteria.

The Engineer and/or Engineer of Record will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer and/or Engineer of Record will no longer allow the use of the mix design.

1. Grading Requirements: Meet Gradation Design Ranges in PART 2.

2. Gyratory Compaction: Compact the design mixture in accordance with AASHTO TP-4. Use the number of gyrations as defined in the table below.

Type SP Design Gyratory Compactive Effort			
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	7	75	115

3. Volumetric Criteria: Use an air void content of the mixture at design of 4.0% at the design number of gyrations (N_{design}). Meet the requirements of the table below.

Mixture Densification Criteria			
	% G_{mm}		
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	$\geq$ 89.0	96.0	$\leq$ 98.0

4. VMA Criteria: Meet the requirements of the table below for Voids in the Mineral Aggregate (VMA) of the mixture at the design number of gyrations.

VMA Criteria	
Type Mix	Minimum VMA (%)
SP 9.5	15.0
SP 12.5	14.0
SP 19.0	13.0

5. VFA Criteria: Meet the requirements of the table below for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

VFA Criteria	
	Design VFA (%)
SP Mixes	65 - 75

6. Dust Proportion: Use an effective dust-to-binder ratio as efined in FDOT Section 334-3.2.5.

7. Moisture Susceptibility: Provide a mixture (4 inch s pecimens) having a retained tensile strength ratio of at least 0. 80 and a minimum tensile strength (dry and unconditioned) of 100 psi.

8. Additional Information: In addition to the requirements listed above, provide t he following information with each proposed mix design submitted for use:

    a. The design number of gyrations (N_{design}).

    b. The source and description of the materials to be used.

    c. The FDOT source number product code of the aggregate components furnished from an FDOT approved source.

    d. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation in handling and processing as necessary.

    e. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly -No. 200 [-75 µm]) should be accounted for and identified for the applicable sieves.

    f. The bulk specific gravity value for each individual aggregate (and RAP) component as identified in the FDOT aggregate control program.

    g. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

    h. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature (per 30 -6.3). Do not exceed a target temperature of 340°F for modified asphalts and 315°F for unmodified asphalts.

    i. Evidence that the completed mixture conforms to all specified physical requirements.

    j. The name, seal, and/or certification of the Mix Designer.

3.3 REVISION OF MIX DESIGN

During production, the Contractor may request a t arget value revision to a mix design, subject to: (1) the target change falls within the limits defined in the table below, (2) ap propriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 2.2 and 2.3.

Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content (1)	± 0.3%
(1) R eductions to t he as phalt bi nder c ontent w ill not be permitted i f the VMA during production is lower than 1.0% below the design criteria.	

Submit all requests for revisions to mix designs, along with supporting documentation, to the Engineer. In order to expedite the revision process, the request for revision or discussions on the possibility of a revision may be made verbally, but must be followed up by a written request. The initial mix design will remain in effect until a change is authorized by the Engineer and/or Engineer of Record. In no case may the effective date of the revision be established earlier than the date of the first communication between the Contractor and the Engineer regarding the revision.

A new design mix will be required for any substitution of an aggregate product with a different aggregate code, unless approved by the Engineer and/or Engineer of Record.

3.4 PAVING EQUIPMENT

A. Mechanical Spreading and Screeding Equipment:

1. General: Provide mechanical spreading and screeding equipment of an approved type that is self-propelled and can be steered. Equip it with a receiving and distribution hopper and a mechanical screed. Use a mechanical screed capable of adjustment to regulate the depth of material spread and to produce the desired cross-section.

2. Automatic Screed Control: For all asphalt courses, placed with mechanical spreading and finishing equipment, equip the paving

machine with automatic longitudinal screed controls of either the skid type, traveling stringline type, or non-contact averaging ski type. Ensure that the length of the skid, traveling stringline, or non-contact averaging ski is at least 25 feet. On the final layer of base, overbuild, structural, and friction courses, use the joint matcher in lieu of the skid, traveling stringline, or non-contact averaging ski on all passes after the initial pass. Furnish a paving machine equipped with electronic transverse screed controls when required by the Contract Documents.

3. Inflation of Tires: When using paving machines equipped with pneumatic tires, the Engineer may require that the tires be ballasted.

4. Screed Width: Provide paving machines on full width lanes that have a screed width greater than 8 feet. Does not use extendable screed strike-off devices that do not provide preliminary compaction of the mat in place of fixed screed extensions. The Contractor may use a strike-off device on irregular areas that would normally be done by hand and on shoulders 4 feet or less in width. When using the strike-off device on shoulders in lieu of an adjustable screed extension, the Contractor must demonstrate the ability to obtain an acceptable texture, density, and thickness. When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 24 inches or greater, an auger extension, paddle, or kicker device is required unless the Contractor provides written documentation from the manufacturer that these are not necessary.

5. Motor Graders: Provide two motor graders for spreading widening courses with prior approval from the Engineer only. Use motor graders that are rated at not less than 6 tons and are self-propelled and power-controlled. Mount them on smooth tread or rib-type tires (no lug types allowed) with a wheel base of at least 15 feet. Equip the front motor grader with a spreader box capable of spreading the mix at the required rate.

6. Rollers:

   a. Steel-Wheeled Rollers: Provide compaction equipment capable of meeting the density requirements described in these Specifications. Provide a tandem steel-wheeled roller weighing a minimum of 8 tons for seal rolling, and for the final rolling, use a separate roller with a minimum weight of 8 tons. Variations from these equirements shall be approved by the Engineer.

b. Traffic Rollers: Provide compaction equipment capable of meeting the density requirements described in these specifications. Provide a self-propelled, pneumatic-tired traffic roller equipped with at least seven smooth-tread, low pressure tires, equipped with pads or scrapers on each tire. Maintain the tire pressure between 50 and 55 psi or as specified by the manufacturer. Use rollers with a minimum weight of 6 tons. Do not use wobble-wheeled rollers. Variations from these requirements shall be approved by the Engineer.

c. Prevention of Adhesion: Do not allow the mixture to adhere to the wheels of any rollers. Do not use fuel oil or other petroleum distillates to prevent adhesion. Do not use any method which results in water being sprinkled directly onto the mixture.

7. Trucks: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down.

8. Coring Equipment: Furnish a suitable saw or drill for obtaining the required density cores.

9. Hand Tools: Provide the necessary hand tools such as rakes, shovels, etc., and a suitable means for keeping them clean.

PART 4 - CONTRACTOR'S PROCESS CONTROL

4.1 GENERAL

A. Personnel: Provide qualified personnel (certified technician) for sampling, testing (by certified lab), and/or sign-off by P.E., and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection.

Construction operations that require a qualified technician must not begin until the Department verifies that the technician is on the CTQP (Construction Training Qualification Program) list of qualified technicians. The CTQP lists are subject to satisfactory results from periodic Independent Assurance evaluations.

B. Calibration of the Gyratory Compactor: Calibrate the Gyratory Compactor in accordance with the manufacturer's recommendations prior to

producing the mixture for any project. Check the height calibration, the speed of rotation; ram pressure and angle of gyration.

C. Plant Testing Requirements: During the initial production of a mix design, test mix to ensure proper performance and provide results to the department.

D. Roadway Testing Requirements: Areas that demonstrate concerns of the mix design quality or poor/improper compaction efforts may be subject to additional coring and testing as seen fit by the Engineer.

E. Extraction Gradation Analysis: Sample the asphalt mixture at the plant and perform extraction test prior to asphalt being delivered to project. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01. All results shall be provided to the department prior to placement of asphalt on any project.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per 1,000 tons or a maximum of four consecutive days of paving, which ever comes first.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design.

If the percentage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in the table below, immediately resample the mix and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, stop plant operations until the problem has been corrected.

Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Size	Percent Passing
1 inch	7.0
3/4 inch	7.0
1/2 inch	7.0
3/8 inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

F. Volumetric Control: During poduction of the mix, monitor the volumetric properties of the Type SP asphalt mix with a Type SP Gyratory Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at N_{design}.

Take appropriate corrective actions in order to maintain an air void content at N_{design} between 3.0 and 5.0% during production. When the air void content at N_{design} drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer and/or Engineer of Record. Evaluate any failing material in accordance with Part 6.

Determine the volumetric properties of the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, monitor the volumetric properties two times per production day.

During normal production, volumetric properties of the mixture will not be required on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

Testing required for volumetric property determination includes AASHTO TP-4, FM 1-T 209, FM 5-563 and FM 1-T 030. Prior to testing samples in accordance with AASHTO TP-4 and FM 1-T 209, condition the test-sized sample for one hour at the compaction temperature in a covered container.

G. Plant Calibration: At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant.

The sample t sted at the start of any project may be utilized for this requirement.

H. Process Control of In-Place Compaction: Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. The department may require the use of a nuclear gauge to test areas suspected of not having proper compaction. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer and/or Engineer of Record that the device can accurately measure the relative level of density in the pavement on a consistent basis.

PART 5 - ACCEPTANCE OF THE MIXTURE

5.1 GENERAL

The asphalt mixture will be ac cepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

1. Certification by the Contractor
2. Certification and Process Control Testing by the Contractor
3. Acceptance testing by the Engineer
4. Other method(s) as determined by the Contract

5.2 CERTIFICATION BY THE CONTRACTOR

Submit a Notarized Certification of pecification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications.

5.3 CERTIFICATION AND PROCESS CONTROL TESTING BY THE CONTRACTOR

Submit a N tarized Certification of Specification Compliance letter on company letterhead to the ngineer that all material produced and placed on the project was in substantial compliance with these specifications, along with supporting test data documenting all process control testing. Utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

5.4 ACCEPTANCE TESTING BY THE ENGINEER

A. Acceptance at the Plant:

1. The asphalt mixture will be accepted, with respect to gradation and asphalt binder content, based on the results from the start up test. However, any load or loads of mixture which, in the opinion of the Engineer and/or Engineer of Record, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

2. Acceptance Procedures: Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percents passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in the table below.

Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Binder Content	±0.55%
Passing No. 8 Sieve	±5.50%
Passing No. 200 Sieve	±2.00%
*Tolerances for sample size of n=1.	

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01.

Payment will be based on the acceptance of the project by the Engineer.

B. Acceptance of the Roadway:

1. Density Control: The in-place density of any questionable section of a course of asphalt mix will be ev aluated by the use of a nuclear gauge and/or by the testing of 6 inch diameter roadway cores.

The Engineer will not perform dnsity testing on leveling courses, open-graded friction courses, or any course which does not show signs of poor /improper compaction efforts. In addition, density testing will not be per formed on t he following areas when they are less than 1 ,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (with the exception of open-graded friction courses) in accordance w ith t he appropriate rolling pr ocedure a s specified i n these specifications or as approved by the Engineer.

2. Acceptance**:** The completed pavement will be accepted with respect to overall ride, overall appearance, and overall yield as determined by the Engineer or Engineer of Record.

   Areas of question may be tested with a nuclear gauge or by the testing of the density of the cores, as determined by the engineer.

3. Additional Density Requirement: On shoulders with a width of 5 feet or less, compact the pavement in accordance with the rolling procedure (equipment and pattern) as specified herein or as approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.

4. Surface Tolerance: The asphalt mixture will be accepted on the roadway with respect to surface tolerance by the use of a 15 ft rolling straight edge. The department will determine if the use of a straight edge test is warranted. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet.

5.5 ADDITIONAL TESTS

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

PART 6 - DISPOSITION OF FAILING MATERIAL

Any material that is represented by failing test results will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the Department. The evaluation will be conducted by the Engineer and/or Engineer of Record. If so directed, obtain an engineering analysis, as directed by the Engineer, by the independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

PART 7 – MEASUREMENT/PAYMENT

7.1 METHOD OF MEASUREMENT

For the work specified under this Section the quantity to be paid for will be the in-place measurement of the area in square yards unless otherwise stated in the project plan details.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

7.2 BASIS OF PAYMENT

Price and payment will be full compensation for all the work specified under this section.

END OF SECTION 02500

SECTION 02510 – ASPHALT RUBBER MEMBRANE INTERLAYER
(ARMI) CRACK RELIEF

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 440, and Design Standards, Latest Edition*.

1.2 DESCRIPTION OF WORK

A. Construct an asphalt rubber membrane interlayer composed of a separate application of asphalt rubber binder covered with a single application of aggregate.

PART 2 - MATERIALS

A. Asphalt Rubber Binder: Use ARB-20, or approved equal, meeting the **r**equirements of FDOT *Standard Specification Section 336*.

B. Cover Material: Use Size No. 6 stone, slag, or gravel meeting the requirements of FDOT *Standard Specification Section 901*.

PART 3 - EQUIPMENT

A. Power Broom: Provide a power broom, for cleaning the existing pavement, capable of removing all loose material from the surface.

B. Spreading Equipment: Provide a self-propelled aggregate spreader that can be adjusted to accurately apply the cover material at the specified rate and that spreads the material uniformly.

C. Rollers: Provide self-propelled, pneumatic-tired traffic type rollers equipped with at least 7 smooth tread, low-pressure tires, and capable of carrying a gross load of at least 8 tons. Maintain a minimum tire inflation pressure of 90 psi, or as specified by the manufacturer, such that the air pressure in no two tires varies more than 5 psi. Load the traffic roller as directed by the Engineer.

D. Mixing Equipment: Use mixing equipment for asphalt rubber binder designed for that purpose and capable of producing and maintaining a

homogeneous mixture of rubber and asphalt cement at the specified temperature.

E. Pressure Distributor: Use a pressure type distributor to apply asphalt rubber binder capable of maintaining a homogeneous mixture of rubber and asphalt cement at the specified temperature and consistently apply the material in a uniform manner.

PART 4 - CONTRACTOR'S QUALITY CONTROL (QC) PLAN

Provide the necessary quality control of the asphalt rubber binder and construction in accordance with the Contract requirements. Provide in the QC Plan procedures for monitoring and controlling of rate of application. If the rate of application varies by more than 5% from the rate set by the County, in accordance with 4.6 herein, immediately make all corrections necessary to bring the spread rate into the acceptable range. The County may take additional measurements at any time. The County will randomly check the Contractor's measurement to verify the spread rate.

PART 5 - PREPARATION OF ASPHALT RUBBER BINDER

Combine the materials as rapidly as possible for such a time and at such a temperature that the consistency of the binder approaches that of a semi-fluid material. Use the time and temperature for blending of the asphalt rubber binder as specified in FDOT Standard Specifications Table 336-1. The manufacturer must ensure the material has reached application consistency. If not, the manufacturer will determine if an extender oil or diluents is needed. After reaching the proper consistency, proceed with application immediately. Never hold the mixture at temperatures over 350ºF for more than six hours after reaching that temperature.

PART 6 - CONSTRUCTION PROCEDURE

A. Preparation of Surface: Prior to application of the asphalt rubber binder, clean the existing pavement as specified in FDOT Standard Specifications 300-5.

B. Application of Asphalt Rubber Binder: Apply the asphalt rubber binder only under the following conditions:

1. The air temperature is above 50ºF and rising.

2. The pavement is absolutely dry.

3. The wind conditions are such that cooling of the asphalt rubber binder will not be so rapid as to prevent good bonding of the aggregate.

Uniformly apply the asphalt rubber binder, at the rate of 0.6 to 0.8 gal/yd^2 or as directed by the manufacturer. Use an application rate based on the unit weight as shown in FDOT Standard Specifications, Table 336-1. For conversions to standard 60ºF, refer to FDOT Standard Specifications 300-9. Determine the rate of application after each application operation.

C. Application of Cover Material: Immediately after application of the asphalt rubber binder, uniformly spread the cover material at a rate of 0.26 and 0.33 ft^3/yd^2 or as directed by the County. Determine the application rate at the beginning of each day's production, and as needed to control the operation, a minimum of twice per day. Maintain an application rate such that the pavement is covered uniformly with aggregate, and is one aggregate layer thick. For the cover material, use aggregate that is reasonably free of any adherent coatings and that does not contain excessive moisture. Immediately after the application of cover material, check the surface to ensure a uniform distribution of cover material and a smooth surface.

Do not separate the application of the asphalt rubber binder and the application of the cover material by more than 300 feet, unless approved by the County.

D. Rolling: In order to ensure maximum embedment of the aggregate, cover the entire width of the mat immediately by traffic rollers. For the first coverage, provide a minimum of three traffic rollers in order to accomplish simultaneous rolling in echelon of the entire width of the spread.

After initial rolling, immediately correct all portions of the completed surface that the County deem are defective (not properly covered by aggregates, fat spots, excessive free aggregate, etc.)

Following the first coverage, make additional coverages with traffic rollers as directed by the County.

E. Traffic Control: For the normal sequence of construction operations, place the first course of asphalt concrete overlay over the membrane prior to opening to traffic.

PART 7 - UNACCEPTABLE ASPHALT RUBBER MEMBRANE INTERLAYER

If the asphalt rubber membrane interlayer is unacceptable due to incorrect blending, application rate, or not meeting the requirements of this Section, or damaged prior to placement of the asphalt concrete layer, remove and replace it as directed by the County, at no additional cost to the County. Do not apply excessive amounts of asphalt rubber binder.

PART 8 - PLACEMENT OF ASPHALT CONCRETE OVERLAY

Ensure that the thickness and temperature of the initial layer of asphalt concrete placed on top of the asphalt rubber membrane interlayer are such that the overlay bonds to the interlayer and the underlying layer without voids or excessive binder. Core the asphalt overlay as directed by the County to evaluate the binder and aggregate spread rates, as well as the effectiveness of the asphalt concrete overlay in producing a well-bonded interlayer.

PART 9 – MEASUREMENT/PAYMENT

9.1 METHOD OF MEASUREMENT

A. Asphalt Rubber Membrane Interlayer: The quantity to be paid for will be plan quantity, in square yards, completed and accepted.

B. Bituminous Material (Asphalt Rubber Binder-Interlayer): The quantity will be the volume, in gallons, determined as provided in FDOT Standard Specifications 300-8.

9.2 BASIS OF PAYMENT

A. Asphalt Rubber Membrane Interlayer: Price and payment will be full compensation for all work specified in this Section, including furnishing cover materials, handling, spreading, rolling, bituminous material, and other incidental work necessary to complete this item.

B. Bituminous Material (Asphalt Rubber Binder-Interlayer): Payment will be included in the price of the asphalt rubber membrane interlayer and will be full compensation for furnishing asphalt cement, ground tire rubber, blending and handling.

C. Payment Items: Payment will be made determined by the square yards of in-place product accepted.

END OF SECTION 02510

SECTION 02580 – HOT IN-PLACE RECLAIMED ASPHALT AND RESURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including general and supplementary conditions ad other specification sections, apply to work of this section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction Section 327*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

This work consists of rehabilitating the surface layer of the existing asphalt roadway to a depth of one inch and placing a layer of new Hot Mix Asphalt Concrete (HMAC) material over the rehabilitated surface. This will be accomplished with a specially designed machine in a simultaneous process of heating, scarifying, applying an asphalt rejuvenating agent (emulsifier), thoroughly re-mixing and reshaping the existing surface, and application of the final overlay. The overlay of the new HMAC placed over the rejuvenated layer of existing asphalt, shall be in compliance with the lines, grades, thickness and typical cross section established by the County.

The machine that heats, scarifies, rejuvenates, and remixes must also lay the recycled asphalt material, as well as lay the new HMAC material. The County will provide the list of streets and surface selected for this application. Additional pre-heaters may be required to achieve the specified depth, as directed by the County.

PART 2 - MATERIALS

A. Asphalt Recycling Agent (Emulsifier): The County will appove the asphalt-recycling agent. The recycling agent used to restore the plasticity of the existing asphaltic pavement shall be an emulsified agent. The recycling agent shall meet the requirements of ECR 1 or equal. A manufacturer's certification shall be submitted to the County for the recycling agent.

B. Hot Mix Aphaltic Concrete (HMAC): The delivery of the new HMAC will be coordinated with the HMAC supplier by the selected recycling contractor.

PART 3 - JOB CONDITIONS

A. Weather limitation for this work shall be a minimum of 50° F and rising.

B. Prior to the repaving operation, the pavement shall be cleaned so as to be reasonably free from sand, dirt and other deleterious substances that would affect the quality of the recycled mix. No separate payment shall be made for this requirement.

C. Existing manholes, water valves boxes, junction boxes, etc. that do not conform to the finished pavement grades shall be adjusted to finish grade.

D. The Contractor shall be responsible for protecting the areas adjacent to the work from damage. (Heat, etc.)

PART 4 - EQUIPMENT

A. All tools, equipment, and machinery shall be maintained in satisfactory working condition and shall be subject to the approval of the County Engineer.

B. Repaving Machine: The machine shall be an approved, self-contained, self propelled, automated unit that heats, scarifies (or mills), automatically applies recycling agent at a uniform rate, thoroughly mixes, redistributes and levels the existing asphalt to the specified depth, and lays the new HMAC material overlay. The new HMAC must be laid within 30 seconds after the scarification begins to ensure a hot monolithic bond with the recycled asphalt pavement. The machine shall also be capable of reworking the material around manholes and other obstacles; the machine shall be capable of adding and mixing the recycling agent evenly and shall be equipped with a leveling blade and screed for re-grading of the existing asphaltic concrete surface.

C. Pre-heater: This unit shall be hooded to prevent damage to adjacent property, including trees shrubs and landscaping. The heating hood shall be capable of heating the pavement surface to a minimum temperature of 225 degrees F, not to exceed 325 degrees F. This will allow for scarification to the required depth without breaking the aggregate particles or charring the pavement surface.

D. Scarifying and Milling units shall be automatically controlled units in order to control the depth of penetration and to clear utility manholes and other obstructions. The depth of scarification shall be directed by the County. Note: Scarifying depth may vary in range form 3/4 of one inch to 1 ½ inches.

E. Recycling Agent Applicator: This system shall be automatically controlled; the recycling agent must be applied to the scarified material at a uniform rate. The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within ± *5%* of the specified rate.

F. Receiving hopper and Conveying System: The machine shall consist of a

hopper and conveyor system to collect and transport the new HMAC to the finishing unit without segregation of the new material.

G. Recycling Unit: The machine shall consist of a system that mixes and redistributes and levels the scarified material over the width being processed to produce a uniform cross-section of recycled material. The recycling screed shall be heated and have crown control, and be capable of redistributing the recycled material to the desired longitudinal grade and transverse cross section.

H. Finishing unit: The machine shall have an automatic controlled screed to produce a surface conforming to the surface thickness as required by the County. The thickness of the surface course lift shall not exceed 2 inches. This unit shall be capable of a plying the new HMAC to a uniform longitudinal profile and cross slope of 1/4 inch per foot. The finishing screed must be heated and capable of electronically controlling the cross slope, and applying he n ew HMAC to produce a uniform surface and texture.

I. Rollers: Rolling equipment shall be of sufficient type and weight to compact the new HMAC and the recycled material to the required density as specified in Section 2500. Sufficient numbers of rollers (2 minimum) shall be furnished to keep up with the operation. All rolling should be completed before the temperature of the new HMAC drops below 190 F.

PART 5 - TRAFFIC CONTROL

A. Pavement markings shall conform to the requirements of *Section 04040*.

B. Maintenance of Traffic: Suitable methods shall be used by the contractor to protect the new asphalt surface from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of work. Conform to requirements of *Section 04060*.

C. The Contractor will maintain at least one-way traffic and shall provide effective Traffic Control at all times. Two-Lane traffic shall be maintained wherever possible.

D. No interruption of access to property shall be made unless prior arrangements acceptable to the occupant or owner of the affected property have been made and approved by the County.

E. Submit a Traffic Control Plan forapproval in accordance with *Section 04060.*

PART 6 - EXECUTION

A. Notify the County at least 48 hours prior to commencement of any paving operation.

B. The heating unit shall produce sufficient heat to soften the pavement uniformly without burning or charring the existing asphalt pavement.

C. The process shall produce a welded, longitudinal joint, the standing edge of the ajoining asphalt pavement shall be fully heated to a width of t least 2 inches beyond the width to be scarified and recycled.

D. Immediately following heating of the pavement, the existing surface shall be scarified (milled) to the specified depth. The machine shall have the capability of maintaining a recycled mat with a minimum temperature of 190°F and a maximum temperature of 2 25°F throughout the repaving operation.

E. Due to the varying locations and properties of the existing asphalt pavement, the following adjustments may be made, if directed by the County.

1. Depth of scarification may be varied to correct existing cross slopes and grades.

2. Application rate for the recycling agent may be adjusted as necessary to maintain a uniform mixture.

3. Spot leveling may be necessary.

4. Variable Message Boards may be required. No additional compensation will be made for these traffic control devices after contract is awarded.

F. CLEANUP

The Contractor will keep the work site free from accumulations of waste material, rubbish and debris from the Contractor's performance of the scope of work resulting from the use of all tools, construction equipment, and machinery, and surplus materials, and will leave the site clean and ready for use. The Contractor will restore to their original condition those portions of the work site, such as staging and stockpile areas, not designed for alteration as contained in the Contract Documents. This will include returning the area to the proper grade and slope, as well as replacing sod, if so required by the County.

PART 7 - QUALITY CONTROL

The County has the option of testing to ensure the surface is in compliance with thickness, smoothness, etc. and meets requirements of the specifications as directed by the County and as outlined in *Section 2500*.

Contractor will assign a Quality Control (QC) Supervisor to the project. The QC Supervisor will work in conjunction with the County.

PART 8 - MEASUREMENT/PAYMENT

8.1 METHOD OF MEASUREMENT

A. The accepted quantities of asphalt pavement surface recycled will be measured and paid by the square yard. Pay item, Hot In-Place Recycling, Square Yard.

B. Asphalt recycling agent will be measured by the gallon, used in place, as determined by the County and the Contractor Supervisor. Pay item, Emulsifier, Gallon.

C. New HMAC will be measured by the tons used in place. Pay item, HMAC, Tons.

8.2 BASIS OF PAYMENT

A. Price and payment will be full compensation for all work specified in this Section.

B. No separate payment for traffic control will be made.

C. Spot leveling will be paid for by the measured square yards under the unit price for Hot-In-Place Recycling.

END OF SECTION 02580

SECTION 02600 - STORMWATER SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, specifically 2300, 3300, and Florida Department of Transportation *Design Standards*, apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Sections 425, 430 and 530*, *Latest Edition*.

1.2 SUMMARY

This Section includes stormwater system piping and appurtenances. All labor, material, equipment, appurtenances, services, and other work or costs necessary to construct the facilities and place them into operation shall be furnished by the Contractor.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract.

B. Shop drawings for drainage pipe, pre-cast concrete storm drainage manholes and catch basins, including frames, covers, and grates.

C. Shop drawings for cast-in-place concrete or field-erected masonry storm drainage manholes and catch basins, including frames and covers.

1.4 QUALITY ASSURANCE

A. Environmental Compliance: Comply with applicable portions of local, state, and federal environmental agency regulations pertaining to stormwater systems impacts.

B. Utility Compliance: Comply with local utility regulations and standards pertaining to relocation, clearances, etc. related to installation of stormwater systems.

C. Quality control to adhere to QA/QL Plan.

1.5 PROJECT CONDITIONS

Site Information: Perform site inspection, research public utility records, and verify existing utility locations. Verify that stormwater system piping may be installed in compliance with design plans and referenced standards. Locate existing stormwater system piping and structures that are out of service and

closed as per 3.8 this section.

1.6 SEQUENCING AND SCHEDULING

A. Notify the County Inspector assigned to the subdivision or Project Coordinator assigned to project prior to pouring backfilling or form work.

B. Coordinate connection to existing private and public drainage system with Owner and/or County.

C. Coordinate with adjacent utilities work.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 PIPE

Meet the following requirements of *FDOT Specifications*, *Latest Edition*:

Reinforced Concrete Pipe	Section 449
Round Rubber Gaskets	Section 942
Corrugated Steel Pipe & Pipe Arch	Section 943
Corrugated Aluminum Pipe & Pipe Arch	Section 945
Corrugated Polyethylene Pipe	Section 948
Polyvinyl Chloride (PVC)	Section 948

2.1.2 MANHOLES

A. Precast Concrete Manholes: Per FDOT Standard Specification 425-5 and ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.

B. Cast-in-Place Manholes: Per FDOT Standard Specification 425 Cast reinforced concrete of dimensions and with appurtenances indicated.

C. Manhole Frames and Covers: Construct Per FDOT Standard Specification 42 5-3.2 and FDOT Design Standards. All units shall bear the lettering "STORM SEWER" cast into cover. All proposed substitutes must have equal or greater opening sizes and weights.

2.1.3 INLETS

A. Precast Concrete Catch Basins Inlets: Construct per FDOT Standard Specification 425-5.

B. Cast-in-Place Inlets: Construct per FDOT Standard Specification 425 to dimensions and with appurtenances indicated.

1. Bottom, Walls, and Top: Reinforced concrete.
2. Channel and Bench: Concrete.

C. Inlet Frames and Grates: Per FDOT Standard Specification 425-3.2 & FDOT Design Standards. All units shall bear the lettering "STORM SEWER" cast into cover.

2.1.4 END TREATMENT

General: Head wall, apron, and mitered ends, per FDOT Standard Specification 430-4.6.

2.2 CONCRETE AND REINFORCEMENT

A. Concrete: Portland cement mix, 3,000 psi; shall be in accordance with Section 03300.

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Reinforcement: Steel conforming to the following:

1. Fabric: ASTM A 185, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

C. Forms:

1. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces without distortion or defects. Material shall be of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal.

2. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Release agent to be within allowable volatile limits according to applicable local, state and federal codes.

2.3 MASONRY

Materials for accessories shall be per FDOT Standard Specification 949. Mortar shall be one part Portland cement and three parts masonry sand to which shall

be added lime putty in the amount of 50% of the volume of cement. Special commercial mortar mixes may be used if approved by the Engineer. All masonry materials shall conform to the latest applicable ASTM specifications. Set all masonry units in full beds of mortar, with full joints and strike all joints flush. Masonry reinforcements shall be galvanized Dur-O-Wal, or approved equal, and shall be installed at every other bed joint. Hollow block shall be poured solid with re-bar as designed.

2.4 CURING MATERIALS

Conform to FDOT Standard Specification 520-8.

2.5 BEDDING STONE

Subbase or base materials shall meet requirements of FDOT Standard Specification 530-2.3.

PART 3 - EXECUTION

3.1 EXCAVATIONS FOR MANHOLES, INLETS, AND PIPE

Excavation shall be sufficient enough to leave at least 12 inches in the clear between their outer surfaces and the embankment. Excavation for all structures shall be made to the dimensions and elevations indicated on the drawings. Where the excavation is made below the indicated elevations, the excavation shall be restored to the proper elevation with compacted suitable material without extra compensation.

3.2 PREPARATION OF FOUNDATION FOR BURIED STORMWATER SYSTEMS

A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.

B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid, and backfill with bedding stone per FDOT Standard Specification 530-2.3 to indicated level.

C. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.3 PIPE INSTALLATION

A. Drawings (plans and details) indicate the general location and arrangement of the underground stormwater system piping. Location and arrangement of piping layout takes into account many design considerations. Install the piping as indicated, to the extent practical.

Deviations shall be approved by the County.

B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. When installing gaskets, seals, sleeves, and couplings, follow manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

The pipe shall be carefully examined for defects and the inside cleaned. After placing pipe in the ditch, the ends shall be wiped free from all dirt, sand and foreign material. All pipe and joints shall be made, handled, and installed in strict accordance with the manufacturer's recommendations and instructions. Install pipe in accordance with FDOT Standard Specification 430.

C. Install piping pitched down in direction of flow, at minimum slope per plans and in accordance with manufacturer's recommendations, specifications, and design plans.

D. Boring: Install pipe under streets or other obstructions that cannot be disturbed, by boring, jacking, or a combination of both. These methods of installation are not allowed for newly paved roadways. Utility conduit should be installed prior to paving.

E. All RCP joints shall be sock/filter wrapped prior to backfilling unless a manufacturer recommended coupling is used.

F. Field repairs of pipeline shall be in strict accordance with manufacturer's recommendations and specifications.

G. Only conventional concrete pipe shall be allowed under dedicated County roads.

H. Pipe Cover: Cover shall be a minimum of 12", unless approved by the County.

I. Pipe Size: Minimum Pipe size shall be 18" diameter or equivalent, unless approved by the County.

3.4 MANHOLES

A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finished grade, unless otherwise indicated.

B. Place precast concrete manhole sections as indicated, and install in accordance with ASTM C 891.

C. Construct cast-in-place manholes as indicated.

D. Provide rubber joint gasket complying with ASTM C443 at joints of sections; or apply bituminous mastic coating at joints of sections.

3.5 INLETS

A. Construct inlets to sizes and shapes indicated per FDOT Standard Specification 425-6, or as modified in the plans.

B. Set frames and grates to elevations indicated.

C. Inlet throat openings larger than 7" in height must be equipped with horizontal trash bar(s). Trash bar(s) shall be 1” diameter galvanized rod installed in the center of the opening, or evenly spaced if more than one is used.

3.6 OUTFALL STRUCTURES

A. Pipe systems shall be utilized for primary out fall of retention/detention areas.

B. Weirs and flumes will not be acceptable for use as primary pond outfall structures or to primarily route stormwater to retention/detention areas at the end of down-gradient roadways.

3.7 END TREATMENT

Construct End Treatment per FDOT Standard Specification 430-4.6.

3.8 STORMWATER SYSTEM BACKFILL

Place and compact backfill material in accordance with Section 02300 and FDOT Specification 125-8.

3.9 CLOSING OUT-OF-SERVICE STORMWATER SYSTEMS

A. Out-of-Service Piping: Close open ends of out of service underground piping that is indicated to remain in place. Provide sufficiently strong closures to withstand hydrostatic or earth pressure that may result after pipe ends have been closed and grout filled with non-shrink grout.

1. Close open ends of concrete pipe or structures with not less than 8-inch-thick brick masonry bulkheads and grout fill.

2. Close open ends of other piping with plastic plugs, or other acceptable methods suitable for size and type of material being closed. Wood plugs are not acceptable.

B. Out-of-Service Structures: Remove structure and close open ends of the remaining piping or remove top of structure down to not less than 3 feet below final grade; fill structure with stone, rubble, gravel, compacted dirt, or flowable fill to within 1 foot of top of structure remaining, and fill with concrete.

3.10 FIELD QUALITY CONTROL

A. Refer to Section 03300 for Concrete Testing and 02300 for Earthwork Testing.

B. Cleaning: Interior of piping and structures shall be cleared of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.

2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.

3. Flush piping between manholes, to remove collected debris.

C. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.

1. Make inspections after pipe between manholes has been installed, cleaned and approximately 2 feet of backfill is in place, and again at completion of project. Each section of pipe between structures is to show from either end on examination, a full circle of light. Each appurtenance to the system shall be of the specified size and form, to be neatly and substantially constructed, with the top set permanently to exact position and grade.

2. If inspection indicates poor alignment, debris, displaced pipe, infiltration, or other defects, correct such defects and re-inspect. All repairs shown necessary by the inspections are to be made, broken, cracked, or punctured pipe replaced, all deposits removed and the pipe left true to line and grade as herein specified, or shown on the plans, entirely clean and free from abnormalities and ready for use at no additional expense to the County.

3. All stormwater pipes will be subject to video camera inspection by County staff.

D. Trench Backfill Around and Above Pipe:

1. In each compacted backfill layer, perform density test as specified in Section 02300.

2. Other tests may be required at County's discretion.

E. Clean Up: Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, to as good as condition as existed before work started. All trenches shall be leveled and loose material removed from pavement gutters, sidewalks, pipelines, and inlet sediment traps, employing hand labor, if necessary.

F. Pipe Inspection: The County may elect for the contractor to perform pipe inspection according to the following.

For pipes installed under the roadway, inspection is to be conducted when backfill reaches 3 feet above the pipe crown or upon completion of placement of the stabilized subgrade. For pipe installed within fills, including embankments confined by walls, inspection is to be conducted when compacted embankment reaches 3 feet above the pipe crown or the finished earthwork grade as specified in the Plans. Prior to conducting the inspection, submit to the Engineer a video recording schedule for videoing, dewater installed pipe, and remove all silt, debris and obstructions. Submit pipe videoing and reports to the County for review prior to the continuation of paving.

For pipe 48 inches or less in diameter, submit to the Engineer a video DVD. For all pipe types, provide a Pipe Observation Summary Report for each pipe run that includes:

1. Actual recorded length and width measurements of all cracks within the pipe.
2. Actual recorded separation measurement of all rigid pipe joints.
3. Detailed written observations of leaks, debris, or other damage or defects.

For flexible pipe types, submit a Pipe Quality Report for each pipe run that includes:

1. Representative diameter of the pipe.
2. Pipe deformation/deflections measurements with the 5% deflection limit clearly delineated.

Reports submitted in electronic media are preferred. The Engineer may waive this requirement for side drains and cross drains which are short enough to inspect from each end of the pipe.

G. Video Report: Provide a high-quality DVD in a MPEG2 format video with a standard resolution of 720 x 480. Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. The video will include identification before each section of pipe filmed. The identification will include the project number, the structure number corresponding to the structure number in the Plans for the project, size of pipe, the date and time, and indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Submit these notes along with the video.

Move the camera through the pipe at a speed not greater than 30 feet per minute. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. Film the entire circumference at each joint. Stop the camera and pan when necessary to document and measure defects. Position the camera head perpendicular to all defects requiring measurement by the video micrometer.

H. Reinspection: At any time after reviewing the submitted pipe inspection reports, the Engineer may direct additional inspections. If no defects are observed during the reinspection, the County will pay for the cost of the reinspections. If defects are observed, the reinspection and all work performed to correct the defects will be done at no cost to the County. Acceptance of all replacements or repairs will be based on video documentation of the completed work prior to Final Completion.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be (1) the number of inlets, manholes, end walls, mitered end sections, flared end sections, junction boxes, and yard drains, including fittings and appurtenances, completed and accepted; (2) length of pipe to the nearest foot of type specified; and (3) the number of structures of these types (including also valve boxes and monument boxes) satisfactorily adjusted.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for finishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all the gratings, frames, covers, and any other necessary fittings.

If the County elects for the contractor to perform pipe inspection, payment shall be made under a separate line item and be based upon linear foot of pipe videoing. No additional payment will be made for cleaning new stormwater pipe systems.

END OF SECTION 02600

SECTION 02800 - FENCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 550 and* Florida Department of Transportation *Design Standards Index 800, Latest Editions*

1.2 SUMMARY

A. This Section includes, but is not limited to, the following:

1. Chain link fence

2. Farm Fence

3. Wood privacy fence

B. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the County.

1.3 PROJECT CONDITIONS

A. Traffic: Conduct fencing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities and to minimize disturbance of the activities of adjacent property owners. Do not close or obstruct streets, walks, or other occupied or used facilities without prior approval.

B. Security: Do not leave any fence unfinished or incomplete which might allow the escape of livestock or household pets, access to a private/public pool or pond, etc without temporary measures in place during construction.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver material in manufacturer's original packaging with all tags and labels intact and legible.

B. Handle and store material in such a manner as to avoid damage.

PART 2 - PRODUCTS

2.1 CHAIN LINK FENCING:

Chain link fence shall meet the requirements of FDOT *Design Standards Index 802*.

2.2 GATES

A. Swing Gates: Per FDOT Design Standards Index 802, as modified herein, construct of 1.625" o.d. steel pipe galvanized in accord with ASTM A-53 and weighing 2.27 pounds per lineal foot. Provide gates more than 8 feet wide with either intermediate members or diagonal truss rods. Provide gates less than 8 feet wide with truss rods or intermediate braces. Arrange latches for padlocking to provide accessibility from both sides of the gate. Where a double swing gate is called out, Construct Concrete Anchor rod Base 8” in diameter a nd 4” deep flush with top of ground. Opening in base for rod shall accommodate standard size in accordance with manufacturer and shall be PVC or galvanized steel pipe.

B. Slide Gates: shall be constructed per FDOT Design Standards Index 803.

2.3 ACCESSORIES

Post Tops: pressed steel, or malleable iron. Where top rail is used, provide post tops to permit passage of top rail.

2.4 FARM FENCING

Farm Fencing shall meet the requirements of FDOT Design Standards Index 801.

2.5 WOOD PRIVACY FENCE

A. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the County.

B. Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 3 - EXECUTION

3.1 CHAIN LINK FENCING

Chain link fence shall meet the requirements of FDOT Design Standards Index 802.

A. Drill holes for post footings in firm, undisturbed or compacted soil.

B. Place concrete around posts in a continuous pour, tamp for

consolidation. Check each post for vertical and top alignment.

C. Set Keepers, stops, sleeves and other accessories into concrete as required.

D. Topping of the fence with barbed wire shall not be included unless specifically shown on the plans.

3.2 INSTALLATION

A. Brace Assemblies: install braces so posts are plumb when diagonal rod is under proper tension.

B. Tension Wire: install tension wires before stretching fabric and tie to each post with ties or clips.

C. Fabric: pull fabric taut 2 inches above grade level and tie to posts, rails, and tension wires. Attach fabric to terminal or gateposts by a stretcher bar and clip to other framework so that fabric remains in tension after pulling force is released.

D. Hinge gates to swing through 180 degrees from closed to open.

3.3 FARM FENCING

A. General installation shall be in accordance with FDOT Design Standards Index 801, as modified herein.

B. Fence shall be installed with wire side to the private property side.

C. Topping of the fence with barbed wire shall not be included unless existing farm fence includes barbed wire topping.

3.4 WOOD PRIVACY FENCING:

Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. GENERAL

The quantities to be paid for will be either the number of gates, the length of each type of fence, the number of corner post assemblies, constructed and accepted for the length of each type of fence with all other items necessary for construction as incidental. In addition, extra payment will be

made, for additional lengths of post approved by the County.

B. MEASUREMENT OF FENCE LENGTH

The length of fence to be paid for will be measured along the bottom of the fabric, out-to-out of end posts, in the completed and accepted fence. Measurement for Resetting Fence will be the actual length of existing fence reset, including gates when applicable.

C. CORNER POST ASSEMBLIES, PULL, AND END POST ASSEMBLIES

The number of corner post assemblies and of pull and end post assemblies to be paid for will be the number of such post as semblies constructed and accepted.

4.2 BASIS OF PAYMENT

A. BASIC ITEMS OF FENCING

The contract unit price will be full compensation for all work and materials necessary for the complete installation, including line posts, but not including the corner, end, and pull posts and the assemblies thereof.

B. ITEMS OF POST ASSEMBLIES

The Contract unit prices for the items of Corner Post Assemblies and Pull and End Post Assemblies will include the posts and the complete assemblies therewith for each such item. Approach posts and brace posts will be considered as part of the assembly of the corner, end, or pull post serves as a brace in more than one horizontal line.

C. PAYMENT RATES FOR EXTRA-LENGTH POSTS

For any length of posts in excess of the standard length for each particular type of post, approved by the Engineer as provided above, payment will be made for each foot in excess of the standard length at the percentage of the Contract unit price per foot for the item of Fencing, as shown in the following schedule:

Total Post Length	Steel and Aluminum Posts	Recycled Plastic & Timber Posts
Standard up to 14’	50%	60%
Between 14’ – 20’	60%	80%
Over 20’ *	*	*

*When the length of post exceeds 20 feet, the work of finishing and installing such posts and the costs incidental thereto will be paid for as unforeseeable through a change order.

The standard length of steel, recycled plastic and aluminum posts will be the required length as indicated in the plans for each type and case. The above provisions for extra length payment will apply to end, corner and pull posts.

The payment for additional length of post will include the cost of additional concrete to extend concrete bases, as applicable.

D. GATE PAYMENT

The quantities to be paid for will be full compensation for all labor, materials, posts and associated hardware for the complete installation of the type gate specified in the plans, and accepted by the County.

END OF SECTION 02800

SECTION 02900 - GRASSING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specifications Sections apply to this Section.

B. Florida Department o f Transportation*, Standard Specifications for Road and Bridge Construction,* Section 570 and Section 981, *Latest Edition*

1.2 SUMMARY

Extent of grassing work is as specified or shown on the construction plans. Sodded areas disturbed during construction shall be re-sodded to match existing. Areas disturbed beyond specified construction area shall be sodded, at no additional expense, either to match existing or as per County direction.

1.3 SUBMITTALS

See par agraph 1. 9 A *Quality Control/Quality Assurance Submittals*, Section 1300.

1.4 DELIVERY AND STORAGE

A. General: Seed, fertilizer, sod and other grassing materials shall be stored under cover and protected from damaged which would make them unacceptable for use.

B. Seed: All seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitation for bids. All seed shall be furnished in sealed standard containers, unless exception is granted in writing. Seed, which has become wet, moldy, or otherwise damaged in transit or in storage, shall not be used.

C. Fertilizer: Fertilizer shall be delivered to the site in the original, unopened containers, each b earing the manufacturer's guaranteed analysis. Any fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, shall not be used.

D. Sod: Do not use sod which has been cut (stripped) for more than 48 hours. Stack all sod that is not planted 24 hours after cutting and maintain proper moist condition.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lime: Lime shall be ground limestone (Dolomite) containing not less than 85 percent of total carbonates, and shall be ground to such a fineness that 50-percent will pass a 100-mesh sieve and 90-percent will pass a 20-mesh sieve.

B. Fertilizer: Apply fertilizer at the following rates:
10-10-10 1000 lbs/acre=0.2 lbs/sq yd
13-13-13 770 lbs/acre=0.16 lbs/sq yd

C. Seed: Apply seed at the rate as specified:

GRASS SEEDING RATES (Lbs/Ac)

TYPE OF SEED	**ZONE I**				**ZONE II**			
	COASTAL*		**INLAND**		**COASTAL***		**INLAND**	
	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar	Mar.-Nov.	Nov.-Mar.
PERMANENT GRASSES								
Unhulled Bermuda**		90		20		90		20
Hulled Bermuda**	60		15		60		15	
Bahia (Argentine or Pensacola)			180	180			180	180
QUICK GROWING GRASS								
Annual Rye Grass		90		90		90		90
TOTAL POUNDS PER ACRE	60	180	195	290	60	180	195	290

* Locations where salt sensitive plants may be adversely affected by high concentrations of salt in soils, water, or air. This may include seaside locations, low-lying areas subjected to periodic saltwater inundation from storms or high tides, or where salt intrusion into groundwater supply has occurred.

** Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

NOTE: All seeding shall be performed meeting the requirements of Section 570 of the Standard Specifications

Activities such as clearing, grading, and excavating that will disturb one or more acres of land require coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities from the Florida Department of Environmental Protection, and implementation

of appropriate pollution prevention measures to minimize erosion and sedimentation. Please refer to the National Pollutant Discharge Elimination System (NPDES) Permit.

E. Mulch: The mulch material shall be dry straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass, hay or compost; and shall be free from noxious weeds and plants. Any plant officially listed, as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Furnish to the engineer, prior to incorporation onto the project, a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the Mulch materials are free of noxious weeds. Any such noxious plant or plant part found to be delivered shall be removed by the Contractor at his expense. Only undeteriorated mulch, which can readily be cut into the soil, shall be used. The “air-dry” weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer. Apply mulch at a rate of 2 ton/acre or 1 lb/sq yd.

E. Sod: All sod shall be healthy Centipede Sod unless otherwise required. Sod shall be strongly rooted, free of weeds and undesirable grasses and capable of providing vigorous growth and development when planted. Sod shall match existing species where restoration is required as a result of the Contractor's work.

PART 3 - EXECUTION

3.1 REQUIREMENTS

All areas disturbed by the Contractor's operations, shall be grassed, unless otherwise noted.

3.2 PLANTING SEED

A. Grading: Areas to be grassed shall be graded to remove depressions, undulations, and irregularities in the surface before grassing. Adhere to grades as shown on plans.

B. Tillage: The area to be grassed shall be thoroughly tilled to a depth of four inches using a plow and disc harrow or rotary tilling machinery until a suitable bed has been prepared and no clods or clumps remain larger than 1½ inches in diameter. Remove sticks, roots, and rubbish.

C. Applying Lime: The pH of the soil shall be determined. If the pH is below 5.0, sufficient lime shall be added to provide a pH between 5.5 and 6.5. The lime shall be thoroughly incorporated into the top three to four inches

of the soil. Lime and fertilizer may be applied in one operation.

D. Applying Fertilizer: Fertilizer shall be applied in accordance with the rates specified in Part 2, and shall be thoroughly incorporated into the top three to four inches of soil before sod is installed. FDOT Section 982.

E. Seed and Mulch: Apply in accordance with the rates specified in Part 2.

F. Maintenance: Maintenance shall begin immediately following the last operation of grassing and continue until final acceptance. Maintenance shall include watering, mowing, replanting, and all other work necessary to produce a uniform stand of grass, all at the contractor's expense.

3.3 PLACING SOD

A. Use Centipede sod (Eremochloa ophiuroides) unless otherwise required. The sod shall have a thick mat of roots (minimum 2") with enough adhering soil to assure growth. Apply sod within 48 hours of stripping. Protect sod against drying and breaking of rolled strips.

B. Placement: Prepare the g ound by loosening the soil. Place sod perpendicular to the slope. Place sod on the prepared soil to form a solid mass with tightly fitted joints. Ensure the butt ends and sides of sod strips do not overlap. The seam should have a flush tight transition from new to existing sod with no overlap. Stagger strips to avoid a continuous downhill seam. Tamp or roll lightly to ensure contact with subgrade. Tamp the outer edges of the sodded area to produce a s mooth contour. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering o f adjacent g rass. Water sod thoroughly with a fine spray immediately after planting.

C. Pinning: All sod placed on a slope steeper than 3:1 shall be pinned, at the top of the sod, at a rate listed in the table below:

Sod Size	Pins Required
Square Sod	2 pins per sod square
Mini Roll	3 pins per roll
Standard Rolls	1 pin per linear foot

C. Watering: Keep sod continuously moist to a depth below the root zone for three weeks after placement. If there is no water available to the site, the Contractor shall provide the water. Do not water in excess of 1" (one inch) per square yard per week for establishment.

D. Clean-Up: All excess soil, excess grass materials, stones, pallets and other waste shall be removed from the site daily and not allowed to accumulate. All paved areas shall be kept clean at all times.

E. Maintenance: Maintain sod by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, and re-planting as required to establish a lawn free of eroded or bare areas and acceptable to the County. Where inspected work and materials do not comply with requirements, replace rejected work and continue maintenance until re-inspected by County and found to be acceptable. Remove rejected materials promptly from the project site. FDOT Section 570-4.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be for the following items, completed and accepted: square yards of seeding, square yards of seeding and mulching, and square yards of sodding.

4.2 BASIS OF PAYMENT

Prices and payments will be full compensation for all work and materials specified in this Section.

END OF SECTION 02900

SECTION 03300 – PORTLAND CEMENT CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

B. Florida Department of Transportation (FDOT), *FDOT Material's Manual, Chapter 9.2, Volume II, FDOT Standard Specifications for Road and Bridge Construction, Section 346, 347, 350, 400, 522, & 925, Latest Edition.*

1.2 SUMMARY

This Section includes concrete work for the following:

1. Roadways
2. Parking lots
3. Curbs and gutters
4. Walkways
5. Pads
6. Flumes
7. Curb Ramps
8. Cast in Place Structures

1.3 SUBMITTALS

A. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials, and others if requested by the County.

B. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material certificates in lieu of material laboratory test reports when permitted by the County. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.

1.4 PROJECT CONDITIONS

A. Traffic Control: Comply with requirements of Escambia County Specification, Section 04060, "Maintenance of Traffic."

B. Utilize flagmen, barricades, warning signs and warning lights as required, as shown on plans, or as directed by the County.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Concrete shall conform to requirements of FDOT Standard Specification, Sections 346, 347, & 522 for curbs, gutters, sidewalks, structures and miscellaneous concrete.

B. Concrete for pavement shall conform to requirements of FDOT Standard Specification, Section 350.

C. Curb Ramps shall conform to FDOT Design Standards Index 304.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars and Tie Bars: ASTM A 615, Grade 60, deformed.

B. Welded Steel Wire Fabric: ASTM A 185.

1. Furnish in flat sheets, not rolls.

C. Deformed-Steel Welded Wire Fabric: ASTM A 497.

D. Fabricated Bar Mats: Welded or clip-assembled steel bar mats, ASTM A184. Use ASTM A615, Grade 60 steel bars, unless otherwise indicated.

E. Joint Dowel Bars: Plain steel bars, ASTM A615, Grade 60. Cut bars true to length with ends square and free of burrs.

F. Hook Bolts: ASTM A307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

G. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications. Use supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Portland Cement: Type I, Type IP, Type IS, Type IP (MS), Type II, or Type III.

1. Use one brand of cement throughout Project.

2. All concrete shall develop a 28-day compressive strength of 3000 psi for non -structural (NS). If any concrete should fail to meet the strength requirement the structure shall be removed as necessary to remove the defective concrete and shall then be rebuilt at the Contractor's expense.

B. Fly Ash: ASTM C618, Class C or Class F.

C. Normal-Weight Aggregates: ASTM C33, Class 4, and as follows. Provide aggregates from a single source.

1. Maximum Aggregate Size: 1-1/2 inches.

2. Do not use fine or coarse aggregates that contain substances that cause spalling.

3. Local aggregates not complying with ASTM C33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Engineer.

D. Water: Potable.

E. Fiber Reinforcement: Synthetic fibers engineered and designed for secondary reinforcement of concrete slabs, complying with ASTM C1116, Type III.

2.4 ADMIXTURES

A. Provide concrete admixtures that contain not more than 0. 01 percent chloride ions.

B. Air-Entraining Admixture: ASTM C260, certified by manufacturer to be compatible with other required admixtures.

C. Water-Reducing Admixture: ASTM C494, Type A.

D. High-Range Water-Reducing Admixture: ASTM C494, Type F or Type G.

E. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C494, Type D.

2.5 CONCRETE MIX

A. Prepare design mixes for each type and strength of normal-weight concrete

per FDOT Standard Specification, Section 346-6.2 and FDOT Material's Manual, Chapter 9. 2, Volume II. Use a qualified independent testing laboratory for preparing and reporting proposed mix designs. Do not use the Owner's field quality-control testing laboratory as the independent testing laboratory.

B. Fiber Reinforcement: Add to mix at rate of 1. 5 l b per cu. yd., unless manufacturer recommends otherwise.

C. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, project conditions, weather, test results, or other circumstances warrant.

2.6 CONCRETE MIXING

Ready-Mixed Concrete: Comply with requirements of FDOT Standard Specification, Section 346-7 and FDOT Material's Manual, Chapter 9.2, Volume II.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION FOR CONCRETE PAVEMENT

A. Proof-roll prepared base or subgrade surface to check for unstable areas and verify need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive paving.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install sufficient forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork and screeds for grade and alignment to following tolerances:

1. Top of Forms: Not more than 1/8 inch in 10 feet.

2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.

C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

3.3 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for " Placing Reinforcing Bars" for placing and supporting reinforcement. Comply with FDOT Standard Specification, Section 350-7.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Secure reinforcemen einforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction. Use of chairs is required. Welded wire fabric shall not be “pulled” to center of slab.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

A. General: Construct control (contraction) joints, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.

B. Control (Contraction) Joints: Control joints are grooved, formed, or sawed into sidewalks, driveways and concrete pavements so that cracking will occur in these joints randomly. If not specified on drawings, intervals shall be not greater than 10 feet or less than 5 feet. Construct control joints for a depth equal to at least 1/4 of the concrete thickness, as follows:

1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into hardened concrete when cutting action will not tear, abrade, spawl or ot herwise dam age s urface and before development of

random contraction cracks.

3. Inserts: Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.

C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than ½ hour, unless paving terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless indicated otherwise. Embed keys at least 1-1/2 inches into concrete.

2. Continue reinforcement across construction joints unless indicated otherwise.

D. Expansion Joints: Form expansion joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 30 feet, unless indicated otherwise or directed by County.

2. Extend joint fillers full width and depth of joint, not less than ½ inch or more than 1 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.

3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.

4. Protect top edge of joint filler during concrete placement with a metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

E. Filler and Sealants: Submit specifications to Engineer for approval.

F. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one half of dowel length to prevent concrete bonding to one side of joint.

3.5 CONCRETE PLACEMENT

A. Comply with requirements of FDOT Standard Specification, Sections 350-8

and 400-7 for placing concrete.

B. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place. No concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. Deposit concrete as nearly as practical to its final location to avoid segregation. When concrete placing is interrupted for more than ½ hour, place a construction joint.

C. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

D. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, floating, or tamping. Use equipment and procedures to consolidate concrete complying with FDOT Standard Specification, Section 350-9.

E. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.

F. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to County.

G. Curbs and Gutters: Shall be constructed in accordance with FDOT Specs. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete.

H. Slip-Form Pavers: When automatic machine placement is used for paving, submit revised mix design and laboratory test results that meet or exceed requirements. Produce paving to required thickness, lines, grades, finish, and jointing as required for formed paving. Compact subgrade of sufficient width to prevent displacement of paver machine during operations.

I. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength, or sufficient strength to carry loads without damage or injury. Maturity Method Testing, as outlined in FDOT Standard Specification, Section 353-10.2, should be used to determine

concrete strength.

J. Cold-Weather Placement: Comply with provisions of FDOT Standard Specification, Sections 346-7.4 and 400-7.1.1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

K. Hot-Weather Placement: Place concrete complying with FDOT Standard Specification, Sections 346-7.5 and 400-7.1.2, and as specified when hot weather conditions exist.

3.6 CONCRETE FINISHING

A. Float Finish: Begin floating when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand -floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/8 inch in 10 feet as determined by a 10-foot-long straight-edge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across concrete surface perpendicular to line of traffic to provide a uniform fine line texture finish.

2. Tine Finishes: Apply to curb cut ramps and other areas as noted on the drawings. Finish shall be applied by an approved hand method and shall consist of transverse grooves which are 0.03 to 0.12 inch in width and 0.10 to 0.15 inch in depth, spaced at approximately ½ inch center to center.

B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to the following radius. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces. Radius: ½ inch.

3.7 CONCRETE PROTECTION AND CURING

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of FDOT Standard Specification, Sections 350-11 and 925.

3.8 QUALITY CONTROL TESTING

A. A qualified, accredited testing and inspection laboratory, under the direction of a Professional Engineer, licensed in the State of Florida, shall sample materials, perform tests, and submit test reports during concrete placement as follows:

1. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94. All concrete should be sampled by ACI certified technicians.

    a. Slump: ASTM C143; one test at point of placement for each compressive-strength test but no less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.

    b. Air Content: ASTM C231, pressure method; one test for each compressive-strength test but no less than one test for each day's pour of each type of air-entrained concrete.

    c. Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40 deg F (4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.

    d. Compression Test Specimens: ASTM C31; one set of four standard cylinders for each compressive- strength test, unless directed otherwise. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

    e. Compressive-Strength Tests: ASTM C39; one set for each day's pour of each concrete class, plus one set for each additional 50 cu. yd. Test one specimen at 7 days, two specimens at 28 days, and retain one specimen in reserve for earlier or later testing if required. Class I Concrete NS compression test specimens cylinders are not required, except as directed by County.

    f. Contractor shall repair the area to the satisfaction of the Engineer where material was removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall pay for retesting of same.

2. Basis for acceptance of concrete will be per FDOT Standard Specification, Sections 346-8 through 346-11.

B. Test results will be reported in writing to the County, within 24 hours of testing. Reports of compressive strength tests shall contain the Project identification name and number, date and location of concrete placement, name of concrete testing laboratory, concrete type and class, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day and 28-day tests.

C. Nondestructive Testing: Non-destructive test methods may be used with approval of the Engineer, but shall not be used as the sole basis for acceptance or rejection.

D. Additional Tests: The testing laboratory will make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Engineer. Testing laboratory may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.9 REPAIRS AND PROTECTION

A. Remove and replace concrete work that is broken, damaged, or defective, or does not meet the requirements of this Section.

B. Drill test cores where directed by the County when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory concrete areas with Portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from concrete pavement for at least 14 days after placement. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete work free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the plan quantity, in square yards, of Plain Cement Concrete Pavement, Reinforced Cement Concrete Pavement, square yards of sidewalk, and linear feet of curb and/or gutter.

4.2 JOINTS AND CRACKS

The Contractor shall include the cost for Cleaning and Sealing Joints in the cost of the newly constructed pavement for: (1) transverse and longitudinal joint construction for new pavement; and (2) abutting joints between existing pavement and new pavement.

For replacing joint seals and sealing random cracks in existing Portland cement concrete pavement, the quantity to be paid for will be as specified below:

A. The length of pavement joint that has been satisfactorily cleaned and sealed in existing Portland cement concrete pav ement, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Resealing Joints.

B. The length of random cracks in existing Portland cement concrete pavement that have been satisfactorily cut, cleaned, and sealed, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Sealing Random Cracks.

4.3 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including any preparation of the subgrade not included in the work to be paid for under another Contract item; all transverse and longitudinal joint construction, including tie-bars and dowel bars; the furnishing of test specimens; repair of core holes; and all incidentals necessary to complete the work.

END OF SECTION 03300

SECTION 03310 – TIED CONCRETE BLOCK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

A. Scope of Work The Contractor shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of tied concrete erosion control mats in accordance with the lines, grades, design and di mensions shown on the Contract Drawings and as specified herein.

1.3 SUBMITTALS

A. The Contractor shall submit to the Engineer all manufacturer's performance research results and calculations in support of the tied concrete block mat system. Calculations and shop drawings shall be provided by the manufacturer for the means and methods necessary to place the mats in accordance with PART 2.A and in accordance with the plans. The shop drawings shall indicate the size and location of mats and placement along with providing the details and how the mats are tied together and are to be moved.

B. The Contractor shall furnish to the Engineer all manufacturers' specifications, literature, shop drawings for the installation of the mats, and any recommendations, if applicable, that are specifically related to this project.

PART 2 – PRODUCTS

2.1 PROJECTS

A. General Tied concrete block mats shall be manufactured or field fabricated from individual concrete blocks tied together with a high strength geogrid.

Each block shall be tapered, beveled and interlocked. Each block shall incorporate interlocking surfaces or connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

B. Tied Concrete Block Mat

1. Scope: This specification covers concrete blocks for erosion control

mats used for stabilizing channels.

2. Materials Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:

   a. Portland Cements -Specification C 150, for Portland Cement.
   b. Blended Cements -Specification C 595, for Blended Hydraulic Cements.
   c. Hydrated Lime Types -Specification C 207, for Hydrated Lime Types.
   d. Pozzolans -Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.

   Aggregates shall conform to the following ASTM specifications, except that grading requirements shall not necessarily apply: Normal Weight -Specification C 33, for Concrete Aggregates.

3. Physical Requirements Durability. The manufacturer shall satisfy the purchaser by proven field performance that the concrete units have adequate durability even if they are to be subjected to a freeze-thaw environment.

TABLE 1. PHYSICAL REQUIREMENTS			
Compressive Strength Net Area Min. psi (mPa)		Water Absorption Max., lb/ft3 (kg/m3)	
Avg. of 3 units	Individual Unit	Avg. of 3 units	Individual Unit
4,000 (27.6)	3,500 (24.)	10 (160)	12 (192)

4. Visual Inspection: All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection.

5. Sampling and Testing: The purchaser or his authorized representative shall inspect the units upon delivery. Units missing more than 4 blocks per 80 square feet section shall be deemed grounds for rejection.

6. The tied concrete block mats shall have one or more of the following nominal characteristics: Minimum open area of 10%

   The tied concrete block mat shall exhibit resistance to mild concentrations of acids, alkalis, and solvents.

   Polypropylene Geogrid Revetment mat shall be constructed of high tenacity, low elongating, and continuous filament polypropylene fibers.

Interlocking geogrid shall have the following physical characteristics:
Mass/Unit Area: ASTM D-5261 7.0 oz/yd2 240 g/m2
Aperture Size: Measured 1.6 x 1.6 inch 40 x 40 mm
Wide Width Tensile Strength:
Machine Direction (MD) ASTM D-6637 2,055 lb/ft 30 kN/m Cross
Machine Direction (CMD) ASTM D-6637 2,055 lb/ft 30 kN/m
Elongation at Break: ASTM D-6637 6% 6%
Tensile Strength @ 2% :
Machine Direction (MD) ASTM D-6637 822 lb/ft 12 kN/m
Cross Machine Direction (CMD) ASTM D-6637 822 lb/ft 12 kN/m
Tensile Strength @ 5% :
Machine Direction (MD) ASTM D-6637 1,640 lb/ft 24 kN/m Cross
Machine Direction (CMD) ASTM D-6637 1,640 lb/ft 24 kN/m
Tensile Modulus @ 2%:
Machine Direction (MD) ASTM D-6637 41,100 lb/ft 600 kN/m Cross
Machine Direction (CMD) ASTM D-6637 41,100 lb/ft 600 kN/m
Tensile Modulus @ 5%:
Machine Direction (MD) ASTM D-6637 32,900 lb/ft 480 kN/m Cross
Machine Direction (CMD) ASTM D-6637 32,900 lb/ft 480 kN/m

NOTE: Polypropylene geogrid shall be determined by the manufacturer.

Tied concrete block mats are packaged in rolls. These are packaged with high strength lifting straps for moving material into place with an excavator.

PART 3 – CONSTRUCTION

A. Prior to placing the tied concrete block mats, prepare the sub grade as detailed on the plans. All subgrade surfaces prepared for placement of mats shall be smooth and free of all rocks, stones, sticks, roots, other protrusions, or debris of any kind.

B. The prepared surface shall provide a firm unyielding foundation for the mats with no sharp or abrupt changes or breaks in the grade.

C. Apply seed directly to the prepared soil prior to installation of the Tied Concrete Block Mat. Use seed per project specifications.

D. Install mats to the line and grade shown on the plans and according to the manufacturer's installation guidelines.

E. The manufacturer will provide technical assistance during the slope preparation and installation of the tied concrete block mats as needed.

C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The completed work as described shall be measured and paid for at the contract unit price per square yard.

4.2 BASIS OF PAYMENT

Prices and payment for Tied Concrete Block Material will be full compensation for all work (including but not limited to labor, equipment, and materials) specified in this Section, including any preparation of the Subgrade not included in the work to be paid for under another Contract item, and all incidentals necessary to complete the work.

END OF SECTION 03310

SECTION 03350 – PERVIOUS CONCRETE PAVING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work to be completed under this contract includes the furnishing of all labor, materials and equipment necessary for the construction of the dual-use system in accordance with the plans and these specifications.

1.2 REFERENCES

A. Environmental Protection Agency (EPA)
   1. Green Infrastructure - Statement of Intent

B. National Institute of Building Sciences (NIBS)
   1. Federal Green Construction Guide for Specifiers

C. American Concrete Institute (ACI)
   1. ACI 305 "Hot Weather Concreting"
   2. ACI 306 "Cold Weather Concreting"
   3. ACI Flatwork Finisher Certification Program
   4. ACI Field Technician Certification Program

D. American Society for Testing and Materials
   1. ASTM C33 "Specification for Concrete Aggregates"
   2. ASTM C94 "Specification for Ready-Mixed Concrete"
   3. ASTM C150 "Specification for Portland Cement"
   4. ASTM C494 "Specification for Chemical Admixtures for Concrete"
   5. ASTM C595 "Specification for Blended Hydraulic Cements"
   6. ASTM D3385 "Test Method for Infiltration Rate of Soils Using Double-Ring Infiltrometer"

E. National Ready Mixed Concrete Association (NRMCA)
   1. Pervious Concrete Contractor Certification Manual

1.3 QUALITY ASSURANCE

A. Prior to the award of contract, the proposed contractor must submit evidence of having the appropriate tools, and experience, to accomplish the work. Experience will be based on at least one person, in charge of the crew, being NRMCA Certified as a Pervious Concrete "Craftsman",

plus two crew members being Certified by the NRMCA as Pervious Concrete Technicians.

1.4 SPECIAL EQUIPMENT

A. Contractor must show evidence of having the specialized equipment required for the installation of Pervious Concrete Pavements. Pervious Concrete is finished and jointed using three classes of specialized rollers. These rollers consist of form-to-form, steel-pipe rollers which are 8-inches to 12-inches in diameter, and smaller cross-rollers, with tapered edges. A special flanged-roller is used to place control joints in the pervious concrete before the pavement is covered to moist-cure.

B. Project may require the use of vibratory screeds. These screeds must provide an adjustment for the frequency of vibration.

C. Project may require the use of a power-sprayer with a "fogging-nozzle" attachment.

1.5 SUBMITTALS

A. All submittals shall be approved prior to construction.

B. Plans shall be submitted to the County Engineer's Representative, by the Contractor indicating:

1. Proposed Start Date, sequence of construction, and time of completion, for the scope of work.

2. Proposed locations for all construction-joints, and control joints, in the pavement.

3. Sections and Details showing depths, and types of materials, for all locations in the scope of work.

C. A one-square-foot section of the proposed filter fabric shall be submitted to the County Engineer's Representative. Information regarding the properties of the material, manufacturer, suggested method of placement and guarantees shall also be submitted with the fabric.

D. A one-quarter-cubic-foot sample of the proposed washed, crushed-stone/gravel-fill for the infiltration basin (pavement base) shall be submitted to the County Engineer's Representative.

E. A Mix-Design, showing the weights of all materials, for the proposed pervious concrete pavement shall be submitted to the County Engineer's Representative. It shall be the Contractor's responsibility to become familiar with the properties, and workability, of the proposed mix-design.

F. Evidence of qualifications of the Contractor, as per the "Quality Assurance" section shall be submitted to the County Engineer's Representative.

1.6 TEST PANELS

A test panel shall be constructed by the Contractor, and approved by the County Engineer's Representative. The test panel shall become the "standard" by which the Contractor's work is judged for completion of work and payment schedules.

A. The test panel shall be constructed in accordance with the plans and specifications, and shall be a minimum of 225 square-feet. Construction of the test panel shall be accomplished by the same crew, equipment and materials as submitted for approval. The depth of all materials shall be the same as shown on the plans.

B. The cost of constructing, and removing (if necessary), the test panel shall be included in the contract bid.

PART 2 - MATERIALS

2.1 Filter Fabric: The filter fabric shall be a non-woven geotextile fabric suitable for the application, and installed as per the manufacturer's directions.

2.2 Infiltration Basin Gravel-Fill: The Infiltration Basin shall be filled with clean (washed) gravel or crushed stone. The stone material shall be a single-size, and have a diameter of from 3/4-inch to 2-inches, and shall comply with ASTM C33. The total depth of the gravel-fill shall be indicated on the plans.

2.3 Pervious Concrete: The permeable pavement section shall consist of portland-cement based pervious concrete. Pervious concrete has no ACI or ASTM Specifications. It is therefore recommended that the guidelines for Ready-Mixed Concrete, ASTM C94, be used as a general guideline for the manufacturing and delivery of the pervious concrete. It is the responsibility of the Contractor to work with the local Ready-Mix suppliers to finalize a mix-design that will be acceptable for this project. If the mix-design is new to the local supplier, then at least three trial-batches shall be made before the decision is made to use that particular mix design. Both the Contractor, and the Supplier, must agree on any particular mix design before it is submitted to the County Engineer's Representative.

PART 3 - EXECUTION

3.1 Subgrade: The subgrade is defined as the native soil, or finished grade, of any cut-and-fill operation that may be required to bring the soil elevation to proper grade. The top of subgrade is also the bottom of the clean-gravel. The final grade of the top of subgrade shall be <u>flat</u> (no slope), and at the proper elevation to allow for the thickness of the layer of gravel and the pervious concrete pavement. Final compaction of the subgrade shall take into effect the type of soil and permeability requirements, and requirements for pavement support. Compaction should be uniform, and not greater than 95%

3.2 Filter Fabric: The filter fabric shall be placed on top of the final grade by the Contractor following the Manufacturer's directions.

3.3 Infiltration Basin Gravel-Fill: The placement of the gravel should be done to

minimize destruction of the filter fabric, and over-compaction of the subgrade. Compaction of the gravel is unnecessary.

3.4 Pervious Concrete: The Pervious Concrete, including any formwork requirements, placement, jointing and curing, shall be done in accordance with the NRMCA "Pervious Concrete Contractor Certification" guidelines. It is the responsibility of the Contractor to become familiar with the NRMCA document to gain the knowledge required to properly place and finish pervious concrete pavements. The inclusion of the requirements, as set forth in the NRMCA document, becomes an integral part of these specifications.

3.5 Testing: The testing requirements for pervious concrete are generally for permeability and durability. Testing of the fresh pervious concrete is a visual test. The Contractor must have the basic knowledge of what constitutes a proper mix by a visual inspection when the material arrives on the jobsite. Traditional tests for fresh concrete, such as slump and air content, and making cylinders & beams for strength tests are not required for pervious concrete.

3.6 Maintenance: Maintenance of the paving during construction is the Contractor's responsibility. The pervious concrete pavement should be checked periodically for buildup of trash and debris. Trash and debris should be removed from the pavement by hard-vacuum systems as required. The pavement should be pressure-washed with the residue being removed by wet-vacuuming within seven (7) days of requesting final acceptance by the County Engineer.

END OF SECTION 03350

SECTION 04000 - TRAFFIC CONTROL SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the work orders, plan sheets, or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:

1. USDOT, Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

2. USDOT, Federal Highway Administration, *Standard Alphabets for Highway Signs and Pavement Markings*, *Latest Edition.*

3. Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, *Latest Edition*.

4. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, section 700, *Latest Edition*.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide). The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County for prior approval.

PART 3 - EXECUTION

3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida (811 or 800-432-4770) at least 48 hours prior to digging or driving posts.

3.2 SIGN INSTALLATION

A. Signs shall be placed at the locations illustrated and/or specified in the plans or related documents. The soil around the post shall be solidly tamped so that the sign will stand vertically.

B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the County for an alternate location.

C. The date when each sign is installed shall be marked in permanent ink on the rear side of each sign.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantity to be paid for will be plan quantity, unless otherwise provided.

4.2 BASIS OF PAYMENT

Price and payment will constitute full compensation for all work specified in this section. Payment for all items relating to traffic control signs will be included in the lump sum Maintenance of Traffic pay item.

END OF SECTION 04000

SECTION 04020 - POST MOUNTED STREET NAME SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:

1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, *Latest Edition*.

3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700*, *Latest Edition*.

4. FDOT *Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System*, *Latest Edition*.

5. Escambia County *Standard Details for Street Name Signs, Latest Edition.*

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense, shall, if requested by the County, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County Contract Administrator for prior approval.

Sign-blades reflective sheeting and posts shall conform to the details for street name signs.

PART 3 - EXECUTION

3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida (811 or 800-432-4770) at least 48 hours prior to digging or driving posts.

3.2 SIGN LAYOUT AND LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs.

3.3 SIGN INSTALLATION

A. Signs shall be placed at the typical locations shown in the plans. The soil around the post shall be solidly tamped so that the sign will stand vertically.

B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the County for an alternate location.

C. The Contractor shall submit a *Fabricate, Install, and Removal Daily Report Sheet* (Exhibit D) of each sign installation placed for inspection by the County. Contractor shall repair or replace signs deemed unacceptable by the County, at no expense to the County.

3.4 REMOVAL OF SIGNS AND MARKERS

A. Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the County.

B. Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be:

1. The num ber and type of street name sign assemblies plus the number and type of auxiliary signs of each designated class complete.

2. The number of existing metal street name signs and concrete markers removed, relocated, modified, and placed on specified supports, of each designated class of assembly complete.

3. The number of each existing sign panel removed, complete.

4.2 BASIS OF PAYMENT

Price and payment will be f ull compensation for furnishing and i nstallation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this Section, including all incidentals necessary for the complete item.

END OF SECTION 04020

SECTION 04030 – SPAN MOUNTED STREET NAME SIGNS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document.

1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, *Latest Edition*.

3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 700, Latest Edition*.

4. FDOT *Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication of span mounted signs. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements except as defined herein. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material, the County may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County for prior approval.

2.2 SIGN BLADES

1. 0.125 gauge, 5052-H38 domestic aluminum alloy, 18" in height by various lengths.

2. 0.50' radius rounded corners free of sharp edges.

3. Color and corrosion resistance per Alodine 1200 F treatment or approved equivalent.

2.3 SIGN FACING

The sign facing and legend may be fabricated by any of the following methods and materials:

A. Green retro-reflectivity ink silk-screened onto white Diamond grade material.

B. Green electronic cuttable prismatic sheeting film over white Diamond grade material.

PART 3 – EXECUTION

3.1 GENERAL

All street name signs shall be fabricated in accordance with the plans and related documents.

3.2 SIGN LAYOUT & LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards except as modified below for street names:

A. SIGN LAYOUT

1. Left and right margins shall be at least 2 inches.

2. Border width shall be 1" with 2" radius at all corners.

3. Arrows shall be 4" in height and 8" in length and placed 2" above the lower border.

4. Prefixes and suffixes shall be placed 3" below the upper border.

5. Sign lengths shall be in 6” increments as determined by the legend. Minimum length shall be 48 inches.

B. LETTERS

1. Letters shall be FHWA Series “C”, upper and lower case. However, Clearview font should be available upon request.

2. Street Names: Initial letters shall be 12” upper case and subsequent letters shall be 9” lower case. Names shall be centered between the upper and lower borders.

3. Prefixes and suffixes: Initial letters shall be 4” upper case and subsequent letters shall be 3” lower case.

4. Suffixes “nd”,"rd”. “st”, and “th” associated with numbered street names shall be 4” in height and positioned in the upper portion of the primary street name field.

3.3 SIGN INSTALLATION

A. Signs shall be placed at the typical locations shown in the plans.

B. If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the County for an alternate location.

3.4 REMOVAL OF SIGNS

Existing metal street name signs specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the number of square- feet of overhead signs span wire mounted, complete.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting, and message; and all other work specified in this Section, including all incidentals necessary for the complete item.

END OF SECTION 04030

SECTION 04040 – PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:

1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17359, *Latest Edition*.

2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, *Latest Edition*.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, *Latest Edition.*

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, *Latest Edition*.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, *Latest Edition*.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, *Latest Edition*.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, *Latest Edition*.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retroreflectivity

readings certifying the materials meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The engineer or project manager may specify a lump sum or measurement of quantities.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

END OF SECTION - 04040

SECTION 04060 - MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of the specifications, all materials and work shall conform to the applicable requirements in the following documents:

1. *Florida Department of Transportation Design Standards*, *Latest Edition*.

2. *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, Section 102, *Latest Edition*.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*, Part 6 Temporary Traffic Controls.

4. *FDOT Minimum Specifications for Traffic control and Devices*, *Latest Edition*.

1.2 SUMMARY OF WORK

The work under this section includes the maintenance of traffic within the limits of the project for the duration of construction.

PART 2 – PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 RESPONSIBILITIES OF CONTRACTOR

A. Control and maintain traffic and provide for the safety of the work area in accordance with Maintenance of Traffic (MOT) Plan included in the contract documents. Contractor shall comply with all aspects of said plan. Conduct operations in a manner that will not interrupt pedestrian and vehicle traffic except as approved by the County Engineer/Traffic Division. Confine the work area to the smallest area practical to allow the maximum use of the street and sidewalk and to reduce any hazard to vehicles and pedestrians to a minimum.

B. Maintain access to properties that adjoin the work. Contact property owners

and assure that access is coordinated prior to commencing work that may block access.

C. Furnish all labor, materials, tools, supplies, equipment, and machinery needed to fully comply with the specifications described on the plan sheets and in this Section. At all times, the Contractor shall use workers and traffic control devices necessary to comply with all applicable provisions contained in the reference documents listed in Section 1.1.

D. The Contractor shall notify the agencies and media listed below in writing, 48 hours in advance, of any work within the road right-of-way that may interfere with vehicle and/or pedestrian traffic.

1. WCOA Radio – Tel: 478-6011; Fax: 478-3971

2. Pensacola News Journal Tel: 435-8500; Fax: 435-8633; Email: news@pensacolanewsjournal.com

3. Escambia County Emergency Management Tel: 471-6315; Fax: 471-6322; Email: bob_boschen@co.escambia.fl.us

4. Escambia County Engineering Tel: 595-3440

5. Escambia County Sheriff Tel: 436-9630; Fax: 436-9128; Email: traffic@escambiaso.com

6. Florida Highway Patrol Tel: 484-5000; Fax: 393-3405; Email: stevepreston@flhsmv.gov

7. Escambia County School District Tel: 469-5591; Fax: 469-5661; Email: transportation@escambia.k12.fl.us and rdoss@escambia.k12.fl.us

8. Escambia County Administration Tel: 595-4900; Fax: 595-4908; Email: Cheryl_Lively@co.escambia.fl.us

9. Escambia County Area Transit Tel: 595-3228; Fax: 595-3222; Email: Ted_Woolcock@co.escambia.fl.us

3.2 PENALTIES AND SUSPENSION OF WORK

The County may verbally direct the Contractor to immediately suspend work if appearance of violation of safety regulations is found. In such an event, Contractor shall immediately stop work and secure any potential hazards from the public until the potential violation is confirmed and/or corrected to satisfaction of the County. Law enforcement officers may be called to assist the County in suspending work if the Contractor is not responsive. Suspension of work for violation of safety

or additional payment.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Maintenance of Traffic: Where the plans require the use of trucks and truck mounted impact attenuators, these items will not be paid for separately but shall be included in the cost of Maintenance of Traffic. Only use those attenuators that have been tested by a facility approved by the Engineer and certified as meeting the requirements as specified in NCHRP 350 and that have been properly maintained.

B. Law Enforcement Services: The quantity to be paid for will be at the Contract unit price per hour for the actual number of officers on the project site. Payment will be made only for those off-duty law enforcement officers specified in the MOT and authorized by the County.

C. When the plans show more than one detour facility is included in the proposal, payment will be made under Maintenance of Traffic.

D. Materials for Driveway Maintenance: The quantity to be paid for will be, in square yards, of all materials authorized by the County, acceptably placed and maintained for driveway maintenance. The quantity will be determined by in place measurement.

4.2 BASIS OF PAYMENT

A. MAINTENANCE OF TRAFFIC (GENERAL WORK): Price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

B. LAW ENFORECEMENT: Prices and payment will be considered full compensation for the services of the off-duty law enforcement officer, including a marked law enforcement vehicle and all other direct and indirect costs.

C. SPECIAL DETOURS: Price and payment will be full compensation for providing all detour facilities shown on the plans and all costs incurred in carrying our all requirements of this Section for general maintenance of traffic within the limits of the detour, as shown on the plans.

END OF SECTION 04060

SECTION 04090 – CONSTRUCTION OF TRAFFIC SIGNALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Unless otherwise specified by the County, or in other sections of this specification, all work shall conform with the applicable requirements in the following documents:

1. Florida Department of Transportation, *Design Standards for Design, Construction,* Maintenance and Utility Operations on the State Highway System, *Latest Edition*.

2. FDOT, *Standard Specifications for Road and Bridge Construction*, *Latest Edition*.

3. FDOT, *Minimum Specifications for Traffic Control Signals and Devices, Latest Edition.*

4. United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Millennium Edition*.

5. *National Electric Code*, including latest revisions.

1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of Work Orders that will identify a specific scope and location.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

A. The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities and things necessary to fully complete the work described in this specification.

B. The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition* shall apply.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans include installation of County-furnished equipment, the County will turn over such equipment to the Contractor when the construction progress allows or as designated in the plans. The County will bear the costs of correcting any defects in the equipment found by the Contractor. The Contractor will maintain the equipment in proper operational condition after pick-up at no cost to the County until either final acceptance or the equipment is returned to the County.

2.3 REMOVED PARTS AND EQUIPMENT

A. Equipment that is removed and suitable for reuse shall be delivered to the County as indicated on the construction plans. Such equipment shall be tagged as to the location from which it was removed.

B. Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.

C. Parts and equipment that are removed, not suitable for reuse, and without salvage value, shall be properly disposed by the Contractor, at his expense.

PART 3 - EXECUTION

3.1 QUALIFICATIONS

A. The Contractor shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including closed-loop systems and video detection systems.

B. All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the “Traffic Signal, Level II” level, or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

A. The Contractor shall replace entire sidewalk slabs and driveway slabs, at the Contractor’s expense, if they are damaged.

B. All public land corners and monuments encountered shall be protected by the Contractor. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site. The Contractor

shall assume all costs associated with restoration of corners and monuments.

C. The Contractor shall coordinate and perform service transfers and adjustments with Gulf Power Company.

D. The Contractor shall remove all surplus materials from the right-of-way within 24 hours.

3.3 REPORTS

A. The Contractor shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

B. Contractor shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The Contractor shall complete work according to the schedule specified in the Work Order. Typically, completion time will be specified according to the representative schedule provided below.

A. Construct school zone flashing beacon assembly (pedestal-mount): complete within 60 days.

B. Construct new multi-phase traffic signal: Order equipment from vendors within 10 business days from date of Work Order. Complete installation within 30 days upon receipt of all equipment from vendors.

C. Install signal head and/or cable to create a left-turn phase: complete within 30 days.

D. Install new controller assembly: Order equipment from vendor within 5 business days from date of Work Order. Complete installation within 30 days upon receipt from vendor.

E. Install pedestrian detector station with or without signals: complete within 30 days.

F. Install new loop assembly: complete within 10 business days.

3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition*, shall apply unless otherwise specified in the Work Order.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Measurement and payment of all items will be made in accordance with the current Construction and Response Maintenance Contract on file with the Escambia County Office of Purchasing.

END OF SECTION 04090

Appendix “A”

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: _____

LOOP ASSEMBLY RESISTANCE

	Loop Location/No. Resistance	Series Resistance	Insulation Resistance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

GROUND ROD RESISTANCE

	Rod	Location
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Signature of Contractor’s Representative
IMSA Level II-Certified Technician

Date

APPENDIX A

NWFWMD ERP Permit

Northwest Florida Water Management District

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

Phone: (850) 539-5999 • Fax: (850) 539-2693

Brett J. Cyphers
Executive Director

December 11, 2018

D. Joy Jones
Escambia County
3363 W. Park Place
Pensacola, FL 32505

RE: Notice of Final Agency Action – Determination of Qualification
General Environmental Resource Permit
Project Number: GEN-033-284800-1
Permit Name: Motley Court Gulley Improvements

Dear D. Joy Jones:

The District has received your notice of intent to use a General Environmental Resource Permit. Based upon the submitted information, the proposed activity qualifies for a General Environmental Resource Permit pursuant to Chapter 62-330, Florida Administrative Code (F.A.C.). The proposed activity is subject to the general conditions in Rule 62-330.405, F.A.C. (see attached Exhibit A) and the specific conditions (see attached Exhibit B) if any. Deviations from these conditions may subject you to enforcement action and possible penalties. You are responsible for conducting construction in a manner that satisfies all criteria.

Please be advised that the District has not published a notice in the newspaper advising the public that this activity has qualified for the use of a General Environmental Resource Permit. Publication, using the District form, notifies the public of their right to challenge the issuance of this permit. If proper notice is given by publication, third parties have a 21-day time limit to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the permit extends for an indefinite period of time. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation. A copy of the form of the notice and a list of newspapers of general circulation is attached for your information. If you do publish a notice, please submit a copy of the published notice to the District for our records.

This verification of qualification to use a General Environmental Resource Permit does not eliminate the need for obtaining all necessary permits or approvals from other agencies.

GEORGE ROBERTS, Chair, Panama City
JERRY PATE, Vice Chair, Pensacola
JOHN W. ALTER, Secretary-Treasurer, Malone
GUS ANDREWS, DeFuniak Springs
JON COSTELLO, Tallahassee
MARC DUNBAR, Tallahassee
TED EVERETT, Chipley
NICK PATRONIS, Panama City Beach
BO SPRING, Port St. Joe

Should you have any questions regarding your permit or its conditions, please contact your permit reviewer, Ted Reese, at (850) 683-5044 or by e-mail: Ted.Reese@nwfwater.com and Javier Montiel, at (850) 683-5044 or by e-mail: Javier.Montiel@nwfwater.com

Sincerely,

Andrew Joslyn
ERP Bureau Chief

cc:

Consultant:
Phillip Walker
25 West Cedar Street
Suite 200
PENSACOLA, FL 32502

D. Allen Vinson
25 West Cedar Street
Suite 200
Pensacola, FL 32502

Enc:

Notice of Rights
Sample Newspaper Notice

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
GENERAL ENVIRONMENTAL RESOURCE PERMIT

PERMIT NO: GEN-033-284800-1 **DATE ISSUED:** December 11, 2018
PROJECT NAME: Motley Court Gulley Improvements

A PERMIT AUTHORIZING:
The use of Section 62-330.451, F.A.C. – General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities. The retrofit improvements will serve an existing outfall that is experiencing severe erosion beginning at the north end of Motley Court extending north approximately 1,700 feet towards Clear Creek in Escambia County. The retrofit activities will include the construction, operation, and maintenance of three dry detention with filtration (bottom sand filters) ponds and associated conveyance pipes. The improvements appear to provide a net benefit to the overall project site by preserving the natural runoff patterns for the project area while providing a permanent erosion control solution for the receiving waters. The proposed project appears to meet the criteria for the requested General Permit. The proposed improvements are in accordance with the approved plans prepared by Escambia County Public Works.

Escambia County

ISSUED TO:
Escambia County
3363 W. Park Place
Pensacola, FL 32505

Permittee agrees to hold and save the Northwest Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

The use of a General Environmental Resource permit does not convey to permittee any property rights or any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

Activities conducted under this permit are subject to the following conditions:

See conditions on attached “Exhibit A”, dated December 11, 2018

AUTHORIZED BY: Northwest Florida Water Management District
Division of Resource Regulation

By: _____
Andrew Joslyn
ERP Bureau Chief

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER GEN-033-284800-1
Motley Court Gulley Improvements
DATED December 11, 2018

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

3. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

7. This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

10. A permitee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures

specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, available at www.dep.state.fl.us/water/wetlands/docs/erp/FLErosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
    a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
    b. The maximum width of the construction access area shall be limited to 15 feet;
    c. All mats shall be removed within 72 hours after the work commences; and
    d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

15. Except where specifically authorized in a general permit, activities must not:
    a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
    b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

16. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
    a. All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
    b. All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
    c. All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
    d. Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
    e. Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

NOTICE OF RIGHTS

Northwest Florida Water Management District
152 Water Management Drive, Havana, FL 32333-4712
(850) 539-5999 Fax (850) 539-2693
www.nwfwater.com

The following information addresses procedures to be followed if you desire an administrative hearing or other review of agency action.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

Any person whose substantial interests are or may be affected by the action described in the enclosed Notice of Agency Action, may petition for an administrative hearing in accordance with the requirements of section 28-106.201, Florida Administrative Code, or may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes, before the deadline for filing a petition. Pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement. Petitions for an administrative hearing must be filed with the Agency Clerk of the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-9700 by the deadline specified in the attached cover letter. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section 120.57, Florida Statutes, concerning the subject permit application. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by final agency action on the permit application and who has exhausted available administrative remedies is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes. Review under section 120.68, Florida Statutes, is initiated by filing a Notice of Appeal in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure 9.110.

SECTION 28-106.201, FLORIDA ADMINISTRATIVE CODE, INITIATION OF PROCEEDINGS

(1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

Rulemaking Authority 14.202, 120.54(3), (5) FS. Law Implemented 120.54(3) FS. History–New 4-1-97, Amended 9-17-98, 1-15-07, 2-5-13.

NOTICING PUBLICATION INFORMATION

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county where the proposed activities are to occur. Publication of notice informs "third parties" of their right to have a 21-day time limit in which to file a petition opposing the District's action. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frame state above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication is attached. You may use this format or create your own, as long as the essential information is included.

If you do decide to publish a Notice of Final Agency Action, please provide the District a copy of the Proof of Publication when you receive it. That will provide us notice that action on this permit application is closed after the 21 days following publication.

Notice of Final Agency Action Taken by the
Northwest Florida Water Management District

Notice is given that Environmental Resource permit number GEN-033-284800-1 was issued on December 11, 2018 to D. Joy Jones
Escambia County for the construction of a new surface water management system designed as a retrofit improvement to provide additional treatment to Motley Court with an emphasis to reduce gulley erosion in central Escambia County. The retrofit activities will consist of the construction, operation, and maintenance of three dry detention with filtration (bottom sand filters) ponds with the assistance of underdrains and associated conveyance pipes. The existing drainage flows northward from the Motley Court Subdivision eventually to an eroded gulley and discharges to Clear Creek. The improvements will provide a net benefit to the surrounding area by preserving the natural runoff patterns for the project area while providing a permanent erosion control solution for the receiving waters of Clear Creek. The retrofit activities appear to meet or exceed the requirements of Section 62-330.451, F.A.C. General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities. The project is located at Northernmost end of Motley Court extending northward towards 921 Crooked Oaks Drive, Escambia County.

The file containing the application for this permit is available for inspection Monday through Friday (except for legal holidays), 8:00 a.m. to 5:00 p.m. at the Northwest Florida Water Management District's ERP Office, 180 E. Redstone Avenue, Crestview, FL 32539

A person whose substantial interests are affected by the District permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57 F.S., or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-404, Florida Administrative Code. Petitions must comply with the requirements of Florida Administrative Code, Chapter 28-106 and be filed with (received by) the District Clerk located at District Headquarters, 81 Water Management Drive, Havana, FL 32333-4712. Petitions for administrative hearing on the above application must be filed within twenty-one (21) days of publication of this notice or within twenty-six (26) days of the District depositing notice of this intent in the mail for those persons to whom the District mails actual notice. Failure to file a petition within this time period shall constitute a waiver of any right(s) such person(s) may have to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., concerning the subject permit. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceedings, in accordance with the requirements set forth above.

APPENDIX B

Property Rights/Easements (Processing)

This Easement was prepared by:
Brad Richardson,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 39200

OAE1
[4.055 acres +/-]

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 33235

THIS EASEMENT, made and entered into this _____ day of _____ 20__, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and **ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the University of West Florida under Lease Number 2722 (“managing agency”); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for erosion control and stormwater improvements; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in Escambia County, Florida, to-wit:

(See Exhibit "A" Attached)(the “Easement Area”)

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM**: The term of this easement shall be for a period of fifty (50) years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE**: This easement shall be limited to erosion control and stormwater improvements, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT**: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims, nor shall it be construed as a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **SOVEREIGNTY SUBMERGED LANDS**: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

13. **ENTIRE UNDERSTANDING**: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. **TIME**: Time is expressly declared to be of the essence of this easement.

15. **RIGHT OF AUDIT**: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. **PAYMENT OF TAXES AND ASSESSMENTS**: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. **AUTOMATIC REVERSION**: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. **RECORDING OF EASEMENT**: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which

contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. **GOVERNING LAW**: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Original Signature

(SEAL)

BY:

Print/Type Name of Witness

Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Original Signature

Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

01-07-2019

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

ESCAMBIA COUNTY, FLORIDA,
a political subdivision of the State of Florida
By and through its Board of County Commissioners

(SEAL)

BY: _____
Luman J. May, Chairman

_____
Original Signature

_____
Typed/Printed Name of Witness

_____
Original Signature

_____
Typed/Printed Name of Witness

"GRANTEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Luman J. May, Chairman, Escambia County Board of County Commissioners, for and on behalf of Escambia County, Florida, a political subdivision of the State of Florida. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

Commission/Serial No._____

My Commission Expires:

_____

EXHIBIT "A"

LEGAL DESCRIPTION (AS WRITTEN)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4558, PAGE 1460 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 1 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 32, BLOCK C, BOULDER CREEK FIRST ADDITION AS RECORDED IN PLAT BOOK 14, PAGE 6 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, MARKED BY A 4 INCH SQUARE CONCRETE MONUMENT.

FROM SAID POINT OF COMMENCEMENT, RUN ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 32, SOUTH 03 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION;

THENCE LEAVING SAID SOUTHERLY EXTENSION, ALONG SAID NORTH LINE, RUN SOUTH 87 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 45.01 FEET TO THE EAST LINE OF A 30 FOOT RIGHT OF WAY (UNOPENED AND UNMAINTAINED) AND THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, LEAVING SAID NORTH LINE, ALONG SAID EAST LINE, RUN NORTH 03 DEGREES 53 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,308.58 FEET TO THE SOUTHWEST CORNER OF LOT 35, ACCORDING THE SUBDIVISION PLAT THEREOF RECORDED IN DEED BOOK 102, PAGE 111 OF SAID PUBLIC RECORDS AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE LEAVING SAID EAST LINE, ALONG SAID NORTH LINE, RUN SOUTH 87 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 135.02 FEET;

THENCE LEAVING SAID NORTH LINE, RUN SOUTH 03 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,308.55 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION;

THENCE ALONG SAID NORTH LINE, RUN NORTH 87 DEGREES 08 MINUTES 21 SECONDS WEST, A DISTANCE OF 135.02 FEET TO THE POINT OF BEGINNING, CONTAINING 4.055 ACRES, MORE OR LESS.

BSM APPROVED
By: SK
Date: 12.04.2018

SURVEYOR'S CERTIFICATE

Eric B. Stuart 11/29/2018

ERIC B. STUART, P.S.M. FLORIDA LICENSE NO. 6707

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

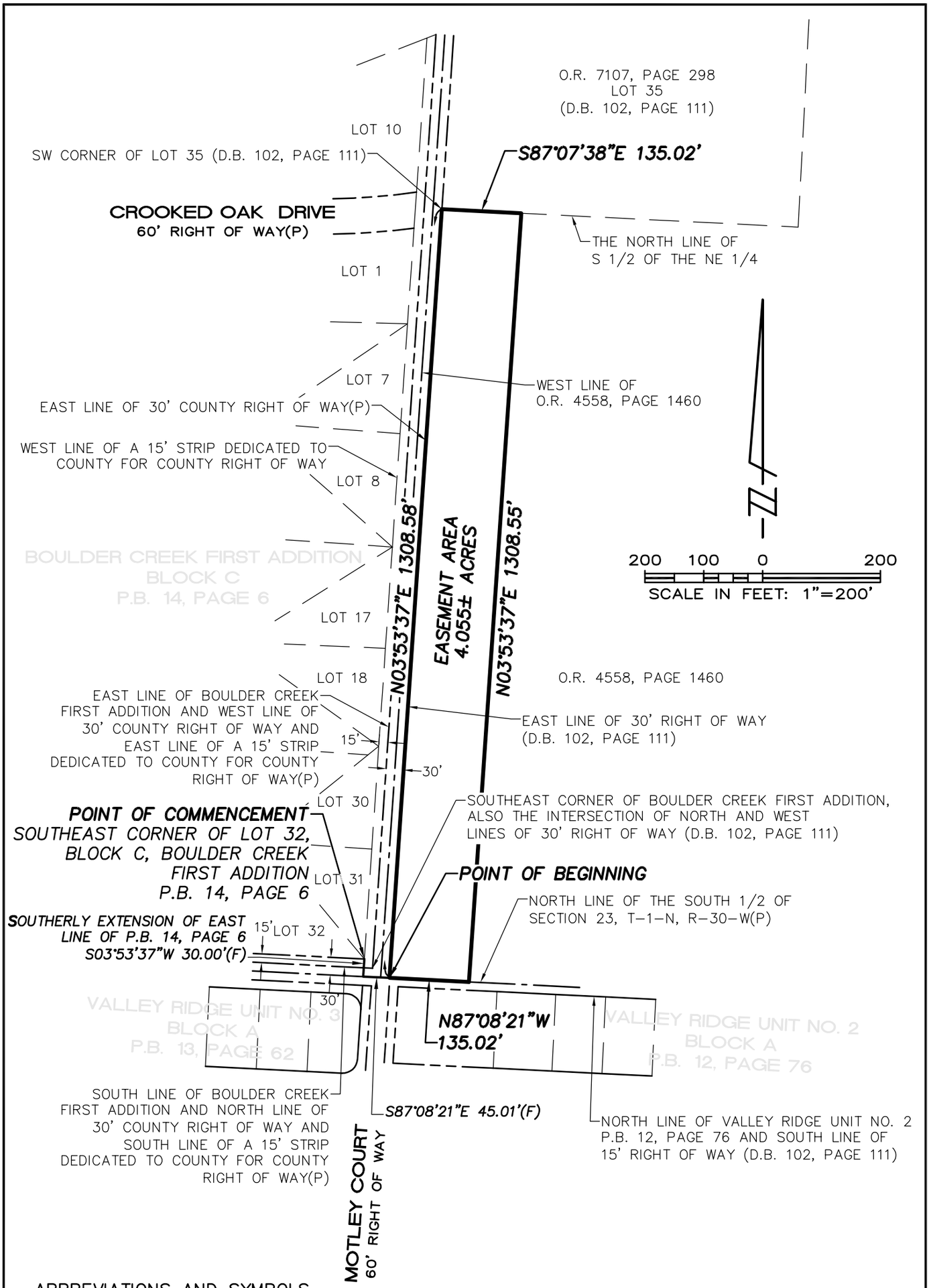
THIS IS NOT A SURVEY

SAM®
600 UNIVERSITY OFFICE BOULEVARD, SUITE #17-B, PENSACOLA, FLORIDA 32504
LB#7908 P:850.857.7725 F:850.857.7726

LEGAL DESCRIPTION AND SKETCH
MOTLEY COURT GULLEY SOUTH EASEMENT
SECTION 23, T-1-N, R-30-W
PENSACOLA, ESCAMBIA COUNTY, FL

CLIENT: HDR ENGINEERING, INC.

SCALE:	PROJECT NO.:	SHEET
N/A	1018044790	1
SURVEY DATE:	FIELDBOOK:	
N/A	N/A	
DRAWN BY:		OF
JBB		
CAD NO.:		2
1018044790ESMT1		
REVISED:		



ABBREVIATIONS AND SYMBOLS

D.B	= DEED BOOK
O.R.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
(P)	= VALUE DERIVED FROM PLAT

THIS IS NOT A SURVEY

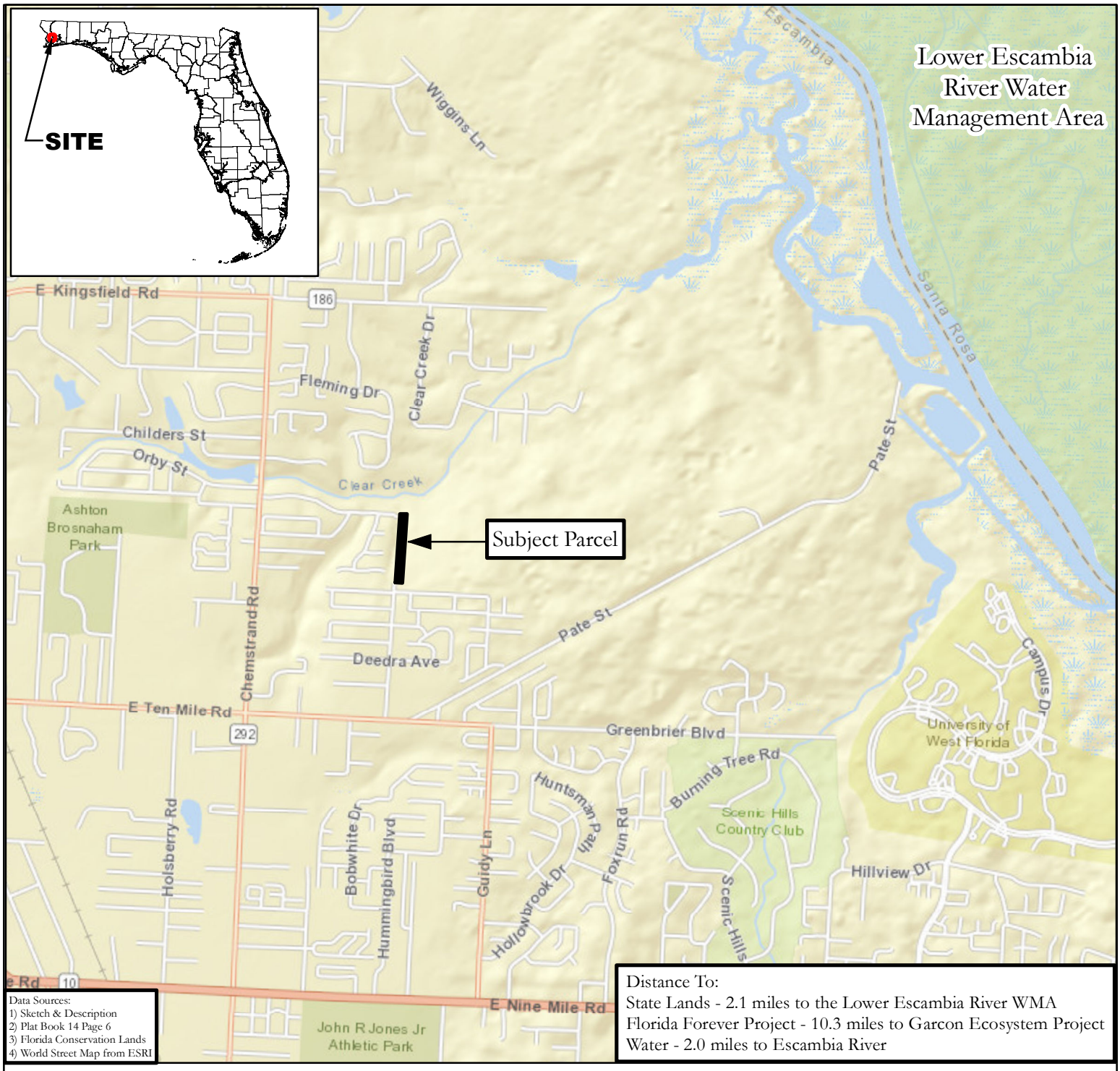
SAM®
600 UNIVERSITY OFFICE BOULEVARD, SUITE #17-B, PENSACOLA, FLORIDA 32504
LB#7908 P:850.857.7725 F:850.857.7726

LEGAL DESCRIPTION AND SKETCH
MOTLEY COURT GULLEY SOUTH EASEMENT
SECTION 23, T-1-N, R-30-W
PENSACOLA, ESCAMBIA COUNTY, FL

CLIENT: HDR ENGINEERING, INC.

SCALE: 1" = 200'	PROJECT NO.: 1018044790	SHEET 2
SURVEY DATE: 7/31/2018	FIELDBOOK: N617	
DRAWN BY: JBB		OF 2
CAD NO.: 1018044790ESMT1		
REVISED:		

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



Data Sources:
1) Sketch & Description
2) Plat Book 14 Page 6
3) Florida Conservation Lands
4) World Street Map from ESRI

Distance To:
State Lands - 2.1 miles to the Lower Escambia River WMA
Florida Forever Project - 10.3 miles to Garcon Ecosystem Project
Water - 2.0 miles to Escambia River

Subject Parcel
State Managed Conservation Lands

0 0.25 0.5 1
Miles

Easement No. 33235

Escambia County, Florida

File Location: \\FLDEP1\tech_cad\Counties_GIS\Escambia\Easement_No_33235\GIS\Agenda_Vicinity_Easement_No_33235.mxd
Date Saved: 11/27/2018 10:47:41 AM
Map Created By: GW Stelter

Subject Parcel

0 200 400 800

Feet

Easement No. 33235

Escambia County, Florida

File Location: \\FLDEP1\tech_cad\Counties_GIS\Escambia\Easement_No_33235\GIS\Agenda_Aerial_Easement_No_33235.mxd
Date Saved: 11/27/2018 8:50:13 AM
Map Created By: GW Stelter

APPENDIX C

Geotechnical Information

October 1, 2018

Mr. Allen Vinson, PE, CDT
Project Manager
HDR
25 W. Cedar Street, Suite 200
Pensacola, Florida 32502
Email: Allen.Vinson@hdrinc.com

SUBJECT: Report of Geotechnical Exploration
Motley Court Gully Restoration
Escambia County, Florida
LMJ File #: 18-271

Dear Allen:

This letter forwards the results of our Geotechnical Exploration for the proposed **Motley Court Gully Restoration** project in Escambia County, Florida. The purpose of this exploration was to determine the general subsurface conditions at the boring locations and use this information to provide discussion and recommendations for the proposed gully restoration project. Our exploration consisted of five hand auger/probe borings, classification of the soil samples, laboratory testing of selected soil samples and analysis by our engineering staff.

Project and Site Description

The site is the existing gully beginning at the north end of Motley Court extending north approximately 1,700 feet towards the existing creek bed. The gully is washed out, heavily wooded, and overgrown with vegetation. Reportedly, the project is planned to include rebuilding the area the length of the gully to include stepped down sediment basins with control structures consisting of drawdown inlets and piping between the basins. Should this information change or be incorrect, the geotechnical engineer should be notified and changes to our recommendations may be needed.

Subsurface Exploration

To examine the subsurface conditions at the site, LMJ drilled five hand auger/probe borings to a depth of 10 feet below existing grades along the side of the gully. Each sample was removed from the auger sampler, classified in the field by the driller, and packaged for visual classification and laboratory testing by our engineering staff. A probe rod was used to roughly estimate the density of the soil at each boring location.

Subsurface Conditions

The boring locations are shown in the attached **Figure #1** and should be considered approximate. The borings were located in the field by measuring from existing survey markers along the edge of the existing gully. The subsurface conditions encountered in the borings are shown in the attached **Figure #2**. Boundaries between soil layers and soil depths should be considered approximate as the actual transition between soil layers may be gradual. A generalized summary of the conditions encountered in the borings is included below. For a detailed description of the conditions encountered in the borings, the reader is directed to **Figure #2**.

The borings generally encountered surficial brown silty sand underlain by layers of tan, brown, gray, orange, and white silty sand with layers of slightly silty sand, sand, clay, and some iron rock to the final boring depth of 10 feet. Boring A-3 was terminated at 7 feet due to iron rock. The soils were generally loose at the surface becoming medium dense and dense to the final boring depth. Borings A-1 and A-3 encountered very loose conditions beginning at 1-2 feet.

Groundwater was not encountered in most of the borings at the time of drilling. Boring A-3 encountered a perched groundwater level at 7 feet and boring A-5 encountered a possible perched groundwater level at 2.5 feet. Groundwater levels will vary with the amount of local rainfall, changes in site drainage characteristics, and may be different at other times.

Basis of Recommendations

Recommendations rendered herein are based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, commonly accepted Geotechnical Engineering principles and practices, and our experience with similar soil and groundwater conditions. Should final project design information differ from the design information used in this report, or should any soil conditions not discussed in this report be encountered during construction, our office should be notified and retained so that this report can be modified as needed.

Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, it is recommended that a representative from Larry M. Jacobs & Associates, Inc. (LMJ) be involved during the construction of this project.

General Comments

The soil conditions encountered in the borings are suitable for excavation and construction of the sediment basins if the recommendations in this report are followed. The borings generally encountered layers of silty sand with interbedded layers of clay, sand, slightly silty sand and iron rock. The main geotechnical concerns for this project are generally the moisture sensitive and wet soils with respect to compaction requirements, and the layers of iron rock and sand which could be a source of perched groundwater. The contractor should anticipate encountering areas of wet uncompactable soils, unsuitable layers of iron rock or clay, as well as perched groundwater conditions which could flow into excavations. Proposed pipes and inlet structures should be properly bedded on firm undisturbed suitable soils or compacted backfill material. Erosion control measures to protect exposed soils during and after construction should be implemented. The following sections provide recommendations and discussion of groundwater, existing moisture sensitive soil conditions, fill placement, and pipe and inlet bedding and backfill, and sediment basin berm construction.

Groundwater Discussion

Perched groundwater was encountered in two of the borings (A-3 and A-5) and should be anticipated throughout the project area. Perched groundwater could be present and flowing in sand seams, root holes, and on top of confining layers such as iron rock or hard pan type soils. Some ditching/drainage may be needed if perched water conditions are present at the time of construction.

Existing Moisture Sensitive Soil Conditions Discussion

The borings encountered silty sand and slightly clayey soils which are moisture sensitive and difficult to compact when wet. Laboratory tests showed some of the soil layers in the borings were wet or moist and likely above optimum moisture content. Existing soils planned for reuse on the project may require onsite or offsite drying in order to be reused as compacted fill or backfill. Construction traffic should be avoided where practical on wet subgrades as this can make pumping areas spread and worsen. We recommend obtaining unit rates for removal and replacement of uncompactable soils using imported fill and another rate for using onsite materials as backfill, and we recommend establishing a contingency budget for this purpose.

Fill Recommendations

Any imported fill for sediment basin berms and backfill for pipes and inlets should be silty sand (SM) free of significant organic content, debris or other deleterious materials. Suitable and compactible native soils that are free of significant organic content, roots, debris, and iron rock are also suitable as fill. Fill should be compacted to a minimum soil density of 95% of the Modified Proctor Test (ASTM D1557). Density tests are recommended for each 12-inch increment of fill or fraction thereof. Note that layers of iron rock and clay were encountered in the borings and were exposed along the existing gully. Iron rock and clay should not be reused as fill or backfill materials. Small layers of clay or gravel sized pieces of iron rock that is mixed into the existing silty sand is acceptable.

Pipe and Inlet Bedding and Backfill

The proposed inlets and piping can be placed on firm undisturbed soils where encountered or on compacted subgrade or gravel in loose or disturbed areas. We recommend that a representative from our office evaluate the pipe and inlet undisturbed subgrade areas by probing. Borings A-1 and A-3 encountered very loose conditions which may require compaction of the subgrade. Compaction of any loose or disturbed areas should be verified using in-place density testing. Where loose conditions are encountered, we recommend compacting the bottom of the excavation for a minimum depth of 12 inches to a minimum of 95% of the Modified Proctor Test (ASTM D1557) density using a jumping jack tamper. Root mass, stumps, or unsuitable soils and materials should be removed from below all pipes and structures.

If the soils at the bottom of pipe and inlet excavations and trenches are too wet to be compacted in place, they should be undercut for a minimum depth of 12 inches and backfilled with compactable fill as described in the previous section of this report. If seepage is present or if moisture is a concern, we recommend bedding pipes with 12 inches of crushed stone compacted until firm and non-yielding. Backfill along the sides and above pipes and inlets should be placed, compacted, and compaction verified as previously described. Backfill should be compacted to a minimum of 95% of the Modified Proctor Test (ASTM D1557) density in maximum 6-inch lifts using hand operated equipment under and around the proposed inlets, and piping and above the piping to final subgrade. We recommend installing utilities in sections that can be backfilled in a timely manner if inclement weather is anticipated, and utility trenches should not be left exposed to rainfall.

Earthwork Quality Control Testing

Compaction of general fill material should be tested at a minimum frequency of one test per 2,000 square feet on every 12-inch increment of fill placed. Compaction of backfill should be tested on every 12-inch increment at a minimum frequency of 1 test per 75 linear feet along the proposed pipes and every other lift for backfill around inlets. Compaction testing for pipes should be verified at the bottom of the utility excavation, at the springline of the pipe, and on each 12-inch increment of backfill over the pipe.

Sediment Basin Berm Construction Recommendations

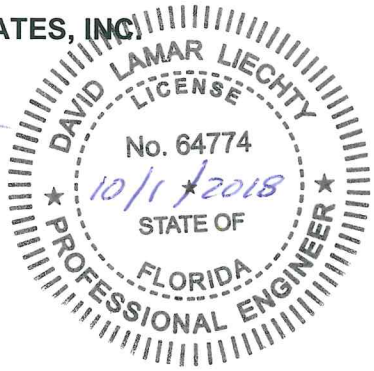
Sediment basin berms can be constructed with suitable on-site soils consisting of slightly silty sand and silty sand. Basin berms should be constructed in benched lifts compacted to a minimum soil density of 95% of the Modified Proctor Test (ASTM D1557). Existing sand, if encountered, could be used in the berms if buried deep in the berm or mixed with a higher fines content silty sand. Large pieces of iron rock should not be used in the berm construction. Clean sand layers and/or iron rock placed in a berm could create a flowpath for water and cause the berm to fail.

Erosion of the berms is a concern and we recommend sodding the berm slopes with deeply rooted sod. Higher fines soils which are properly compacted have less erosion potential and should be used on the top of any berms to reduce the chance of berm failure if overtopped. We recommend typical design slopes for the berm construction for the soil types encountered in the borings to be a minimum of 3H:1V. Steeper slopes near 2H:1V, if required, could be allowed in areas that are not susceptible to erosion and can be well maintained with erosion control/sodding. Note that seepage through a slope could cause the slope to become unstable and cause failure of the slope. We do not recommend steeper slopes (2H:1V) for slopes into existing soils due to the possibility of seepage.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.



David Liechty, PE
Project Engineer
FL PE No. 64774

Attachments

Figure #1

BORING LOCATION PLAN

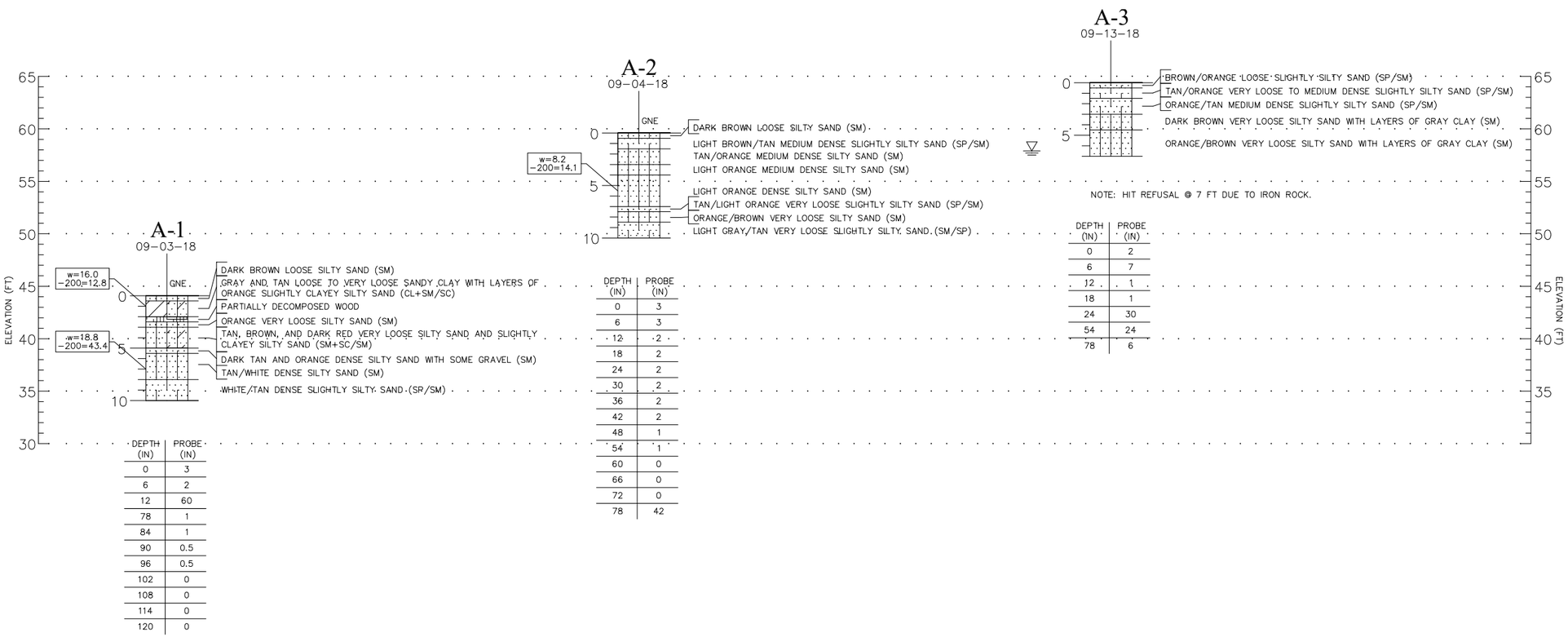
HAND AUGER/PROBE ROD TEST BORING
ALL BORING LOCATIONS ARE APPROXIMATE

Project #: 18-271	**Scale: NTS**
Date: 10/01/2018	**Checked By: DLL**
Project: Motley Court Gully Restoration	
Location: Escambia County, Florida	

Geotechnical Engineering
Drilling Services
Materials Testing

Figure #2

BORING LOGS



LEGEND

SAND
SLIGHTLY SILTY SAND
SILTY SAND
SILT
CLAY
CLAYEY SAND
PEAT
GRAVEL

GRANULAR MATERIALS

SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0–4	VERY LOOSE
5–10	LOOSE
11–30	MEDIUM DENSE
31–50	DENSE
GREATER THAN 50	VERY DENSE

SILTS AND CLAY

SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0–2	VERY SOFT
3–4	SOFT
5–8	MEDIUM STIFF
9–16	STIFF
17–32	VERY STIFF
GREATER THAN 32	HARD

SYMBOLS:

GNE= GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING
N = STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
▼= ENCOUNTERED GROUNDWATER LEVEL
▽= ENCOUNTERED PERCHED WATER LEVEL
50/2"= NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES
HW= SPLIT SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER
HA= HAND AUGER
▮= SHELBY TUBE SAMPLE
W= NATURAL MOISTURE CONTENT (%)
-200= FINES PASSING #200 SIEVE (%)
O.C.= ORGANIC CONTENT (%)
LL= ATTERBERG LIMITS (%)
LL=LIQUID LIMIT, PL=PLASTIC LIMIT
LI= LIQUIDITY INDEX
c≈ APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS
K_v = SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)
γ_d = DRY UNIT WEIGHT (PCF)
γ_m = ESTIMATED MOIST UNIT WEIGHT (PCF)
γ_b = ESTIMATED BOUYANT UNIT WEIGHT (PCF)
ϕ = ESTIMATED ANGLE OF INTERNAL FRICTION (DEGREES)

NOTES:

1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D1586
2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING
6) ELEVATIONS ESTIMATED FROM PROVIDED TOPOGRAPHIC SURVEY

Project #: 18-271 **Scale: NTS**

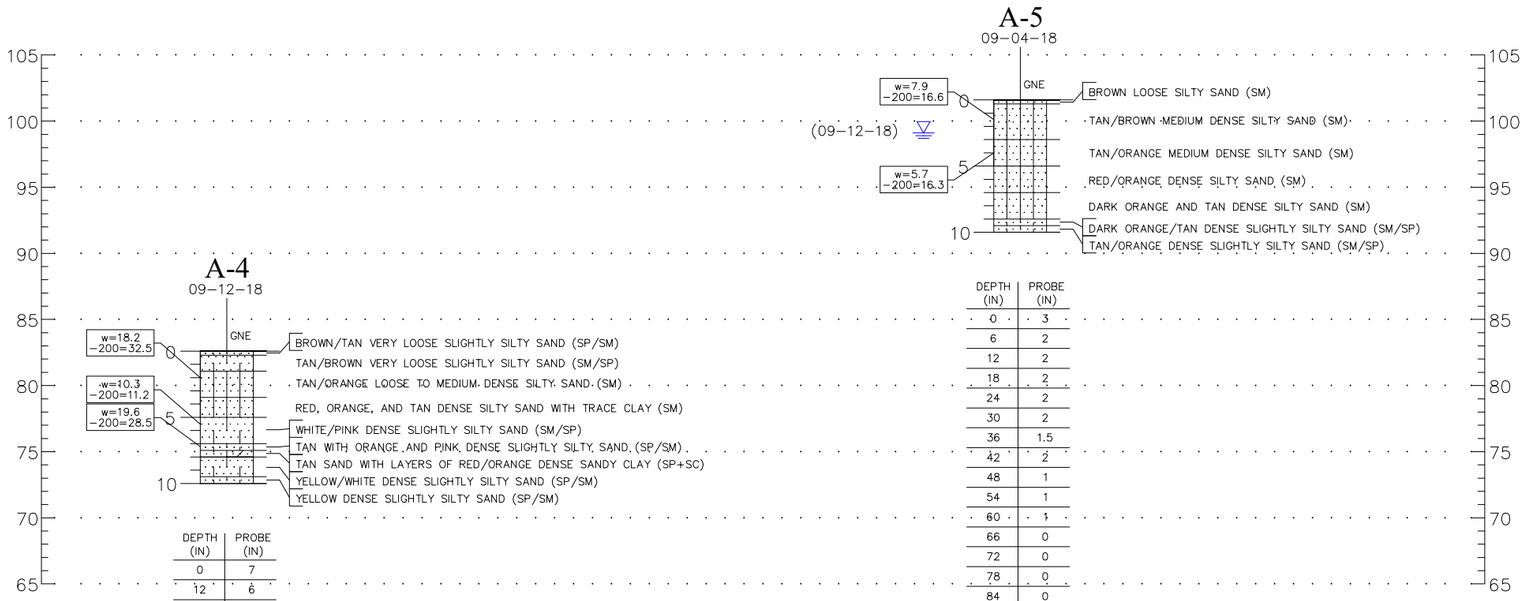
Date: 10/01/2018 **Checked By: DLL**

Project: Motley Court Gully Restoration

Location: Escambia County, Florida

Geotechnical Engineering
LMJ
Drilling Services
Materials Testing

BORING LOGS



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Project #: 18-271 **Scale: NTS**

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Geotechnical Engineering
LMJ
Drilling Services
Materials Testing

APPENDIX D

Armormax 75 HPTRM - Project-specific Details

January 16, 2019

RE: **Motley Court Gulley Restoration**
High Performance Turf Reinforcement Mat (HPTRM)
And Geotextile

To Whom It May Concern,

We want to thank you for considering the use of Propex products and solutions for stabilization and erosion control on the above referenced project. We understand the project to include erosion protection of the canal banks. It is also understood that the canal banks have proposed side slopes at a gradient of approximately 4 Horizontal : 1 Vertical (4H:1V) or flatter.

We would like to submit the following information in order to utilize the *ARMORMAX® Engineered Earth Armoring Solutions™* to mitigate surficial erosion. *ARMORMAX 75* consists of *PYRAMAT® 75 High Performance Turf Reinforcement Mat (HPTRM)* secured permanently with *ARMORMAX Engineered Earth Anchors™ (EEA™). ARMORMAX Engineered Earth Anchors™ (EEA™)* are pre-assembled, which reduces installation time and costs.

We are suggesting the installation of *ARMORMAX 75* with 3 ft. long type B1 anchors at a horizontal spacing of 4 ft. and a vertical spacing of 5 ft. along with 2.0 ft. long securing pins at a horizontal spacing of 2 ft. and a vertical spacing of 2.5 ft. We also suggest using GEOTEX® 601 nonwoven geotextile to underlay the ARMORMAX 75 from the lower termination trench at the toe of the slope up to 1 ft. above the Normal Water Level (NWL). The nonwoven geotextile will assist with sediment control in areas where vegetation performance may be affected by fluctuating water levels.

ANTIOXIDANT PERFORMANCE

HPTRMs are very stable materials, but their susceptibility to UV degradation is dependent upon the type, quality, and amount of the Ultraviolet (UV) inhibitor utilized during manufacturing. HPTRMs are typically composed of polymer resin and an additive package. The additive package, such as Carbon Black or Hindered Amine Light Stabilizers (HALS), can be a combination of colorant and antioxidant that work in concert to protect the polymer against degradation. While UV radiation is the main source of degradation to the polymer, visible light and infrared (IR) light can degrade the colorant or antioxidant, causing the additive package to be ineffective and the polymer to degrade prematurely. The rate of degradation must be fully understood in order to have confidence in long term performance.

ASTM D-4355

The durability and long term performance of the HPTRM is tested per ASTM D-4355 in order to quantify the rate of degradation after an established amount of exposure. D-4355 utilizes a xenon arc in order to reproduce the entire spectrum of sunlight, from 250 nm to 800 nm including UV light, visible light, and IR light. Other test methods, such as ASTM D-7238, only reproduce UV light, from 295 to 400 nm. This results in the total radiation exposure for each test to be very different, with D-7238 only producing 68.3 W/m2 and D-4355 producing 517.8 W/m2. While D-7238 focuses the radiation on only the polymer, D-4355 exposes the entire material to radiation in order to simulate real world conditions.

By definition, an HPTRM is a synthetic textile utilized within the soil surface like a geotextile, however the function and required durability of an HPTRM is greatly different from that of a standard geotextile. Due to their lack of exposure, geotextiles only require a testing duration per ASTM D-4355 of 500 hours. HPTRMs, while intended to be vegetated, are also designed to be exposed. Whether seed or sod is used, no project can be guaranteed to maintain 100% vegetative coverage over the entire design life. It has also been found that even if the vegetative coverage is maintained, the thermal fluctuation in the HPTRM caused by regional temperature change can induce oxidation and reduce the durability of the material. Therefore, HPTRM designs should require more durability than standard geotextiles, having

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the test duration per ASTM D-4355 increased to a minimum of 3,000 hours and provided by a third party independent testing agency. ASTM D-4355 has been used by all of the permanent erosion control product manufacturers for over 20 years to specify the durability of HPTRMs and over 40 years to specify the durability of geotextiles.

FIELD PERFORMANCE

In addition to laboratory testing, field samples of Propex HPTRMs are evaluated in order to correlate results from ASTM D-4355 to real world exposure for a better understanding of the material's design life. In 2015, samples of *PYRAMAT 75* were taken from the Bell Road Channel in Scottsdale, Arizona to determine the retained tensile strength after 13 years of exposure. With minimal vegetation established, the majority of the HPTRM was exposed in a severe environment having the highest solar radiation in the continental United States of 21.70 MJ/m2-day. The results showed an average retained tensile strength of 79% when compared to independent third party test results. Using this field retained tensile strength and both our independent and internal test results for UV resistance we can begin to anticipate the functional longevity of *PYRAMAT 75* as shown in Figure 1.

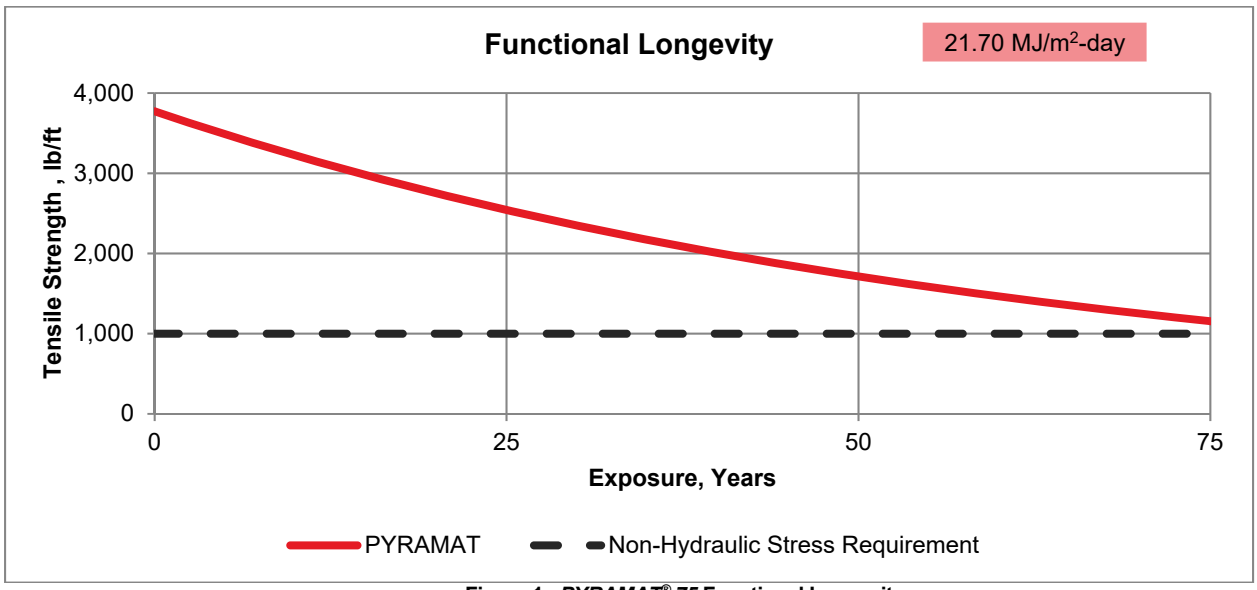

Figure 1 - *PYRAMAT® 75* Functional Longevity

MANUFACTURING QUALITY AND TESTING

Over the past 20 years, Propex has utilized a MQC program to establish internal testing frequencies, set property requirements, and rectify any deficient test results in order to successfully provide over 10 million square yards of HPTRM. Propex proudly manufactures PYRAMAT 75 in Ringgold, GA, controlling the entire process from pellets of resin to the packaging of the HPTRM. Propex HPTRMs are subjected to internal and external testing per ASTM D-4355 on an annual basis for 3,000 and 6,000 hours of exposure (Table 1).

Table 1 - Independent and Internal Test Results

Property	Test Method	*PYRAMAT®* 75
Tensile Strength (Published)	ASTM D-6818	4,000 x 3,000 lb/ft
UV Resistance @ 500 Hours	ASTM D-4355	>95%
UV Resistance @ 1,000 Hours	ASTM D-4355	>95%
UV Resistance @ 3,000 Hours	ASTM D-4355	>90%
UV Resistance @ 6,000 Hours	ASTM D-4355	>90%

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PROVEN RESULTS

ARMORMAX has been in the marketplace for over a decade. *ARMORMAX* installations have totaled over 700,000 square yards on applications such as pond banks, levees, canal banks, slopes and channels. The Project Reference list can be found in the appendix of this submittal along with *ARMORMAX* case studies. *ARMORMAX* provides excellent UV Resistance that has been both field and laboratory tested. *ARMORMAX* is also cost-effective and easy to install.

ARMORMAX has been tested and proven to withstand Wave Overtopping Simulations. The Wave Overtopping Simulations, performed by Colorado State University (CSU) and overseen by the U.S. Army Corps of Engineers (USACE), replicated overtopping events corresponding with an incident significant wave height of 8.0 ft. impinging on a seaward-side levee with a slope gradient of 4H:1V. Average wave overtopping discharges of 2, 3, and 4 cfs/ft. were utilized in the testing to account for the change in levee freeboard.

Enclosed please find additional product information for *ARMORMAX 75* and *GEOTEX 601.* Should you have any questions or concerns regarding the analysis or the contents herein, please do not hesitate to contact me by phone at (423) 553-2199 or by email at matt.patton@propexglobal.com.

Sincerely,

Matt Patton, PE
Applications Engineer, GeoSolutions
Propex Operating Company, LLC

Drew Loizeaux, PE
Engineering Services Manager, GeoSolutions
Propex Operating Company, LLC

Enclosures:

1. *ARMORMAX*® 75 Product Data Sheet
2. *GEOTEX*® *601* Product Data Sheet
3. *ARMORMAX*® Installation Guidelines
4. *ARMORMAX*® 75 Installation Details
5. *ARMORMAX*® Case Studies

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ARMORMAX®

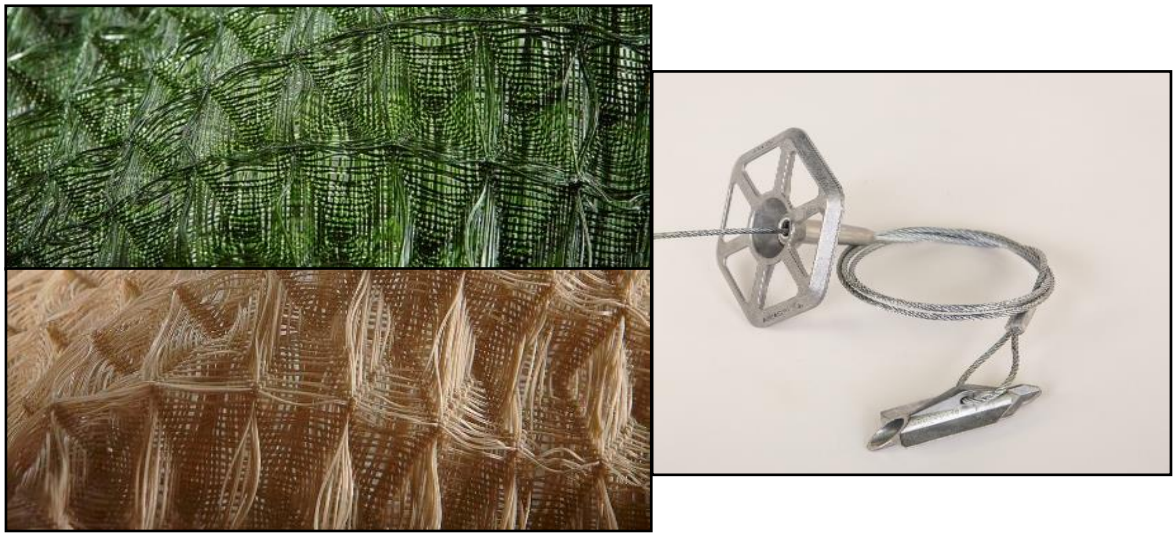
Engineered Earth Armoring System

Product Data

ARMORMAX® 75

For Erosicon Control

The ARMORMAX® 75 for Erosion Control is an Engineered Earth Armoring Solution™ used for permanent erosion protection in vegetated and unvegetated applications. It is composed of two components: PYRAMAT® 75 High Performance Turf Reinforcement Mat (HPTRM) and Type B1 Enginnered Earth Anchors. ARMORMAX® 75 is available in green or tan to provide for an aesthetically pleasing solution with proven performance. The anchor component is specifically designed and tested for compatibility and performance with PYRAMAT® 75 HPTRM to provide a system solution. Propex offers several anchor options to provide the ARMORMAX® 75 system designed for specific challenges and needs. The expected design life of ARMORMAX® 75 is up to 75 years because of its superior UV resistance, resistance to corrosion, strength, and durability in the most demanding environments.



The PYRAMAT® 75 HPTRM component of ARMORMAX® 75 values listed below[1] while manufactured at a Propex facility having achieved ISO 9001:2008 certification. Propex also performs internal Manufacturing Quality Control (MQC) tests that have been accredited by the Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP).

The Type B1 Anchor model is used for permanent erosion protection applications and has a working load of up to 500 lbs. The Type B1 Anchor consists of an aluminum anchor head, galvanized steel cable, aluminum ferrules, aluminum load-locking mechanism, and an aluminum top plate. The bullet nose design of the anchor head allows the anchor to penetrate PYRAMAT® 75 HPTRM resulting in minimal installation damage. The Type B1 Anchor is also designed with a recessed cavity so the top of the cable can be cut below the surface being protected.

Propex GEOSOLUTIONS

ENGINEERED EARTH ARMORING SOLUTIONS™

www.propexglobal.com

Propex Operating Company, LLC · 4019 Industry Drive · Chattanooga, TN 37416 · ph 800 621 1273 · ph 423 855 1466

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ARMORMAX®

Engineered Earth Armoring System

Product Data

ARMORMAX® 75

For Erosion Control

PYRAMAT® 75 HPTRM PROPERTIES

PROPERTY	TEST METHOD	ENGLISH	METRIC
ORIGIN OF MATERIALS			
% U.S. Manufactured		100%	100%
PHYSICAL			
Thickness [2]	ASTM D-6525	0.40 in	10.2 mm
Light Penetration (% Passing) [3]	ASTM D-6567	10%	10%
Color	Visual	Green or Tan	
MECHANICAL			
Tensile Strength [2]	ASTM D-6818	4000 x 3000 lbs/ft	58.4 x 43.8 kN/m
Elongation [2]	ASTM D-6818	40 x 35 %	40 x 35 %
Resiliency [2]	ASTM D-6524	80%	80%
Flexibility [4]	ASTM D-6575	0.534 in-lb	616,154 mg-cm
ENDURANCE			
UV Resistance % Retained at 3,000 hrs [4]	ASTM D-4355	90%	90%
UV Resistance % Retained at 6,000 hrs [4]	ASTM D-4355	90%	90%
PERFORMANCE			
Velocity (Vegetated) [4, 5]	Large Scale	25 ft/sec	7.6 m/sec
Shear Stress (Vegetated) [4, 5]	Large Scale	16 lb/ft²	766 Pa
Manning's n (Unvegetated) [4, 6]	Calculated	0.028	0.028
USACE / CSU Wave Overtopping	Large Scale	USACE Approved	
Seedling Emergence [4]	ASTM D-7322	296%	296%
ROLL SIZES		8.5 ft x 120 ft 15.0 ft x 120 ft	2.6 m x 36.6 m 4.6 m x 36.6 m

TYPE B1 ANCHOR PROPERTIES

Component Materials	Material Composition	Physical Properties
Anchor Head	Aluminum	3.57 in x 1.26 in x 0.91 in (90.7 mm x 32 mm x 23.1 mm) Bearing Area: 3.44 in² (22.2 mm²)
Cable Tendon	Galvanized Steel	Diameter: 0.109 in (2.8 mm)
Lower Termination	Aluminum	Length: 0.63 in (16 mm), Wall Thickness: 0.09 in (2.3 mm)
Load Bearing Plate	Aluminum	3.97 in x 4.4 in x 0.65 in (100.8 mm x 111.8 mm x 16.5 mm) Bearing Area: 8.07 in² (52.1 mm²)
Top Termination	Aluminum	Circumferential Tripple Wedge Grip Assembly to Eliminate Cable Pinch Points Grip to Cable Contact Surface Area: 0.242 in² (156.1 mm²) Grip to Cable Contact Ratio: 83% of Cable Diameter

Performance Properties			
Ultimate Assembly Strength	1300 lb (5.78 kN)	Typical Working Load	500 lb (2.22 kN)
Ultimate Cable Strength	1600 lb (7.12 kN)	Embedment Depth	3-5 ft (0.91-1.52 m)

NOTES:

1. The property values listed above are effective 01/01/2019 and are subject to change without notice. Values represent testing at time of manufacture.
2. Minimum average roll values (MARV) are calculated as the typical minus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any samples taken from quality assurance testing will exceed the value reported.
3. Maximum Average Roll Value (MaxARV), calculated as the typical plus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any sample taken during quality assurance testing will meet to the value reported.
4. Typical Value.
5. Maximum permissible velocity and shear stress has been obtained through vegetated testing programs featuring specific soil types, vegetation classes, flow conditions, and failure criteria. These conditions may not be relevant to every project nor are they replicated by other manufacturers. Please contact Propex for further information.
6. Calculated as typical values from large-scale flexible channel lining test programs with a flow depth of 6 to 12 inches.

Propex GEOSOLUTIONS

ENGINEERED EARTH ARMORING SOLUTIONS™

www.propexglobal.com

Propex Operating Company, LLC · 4019 Industry Drive · Chattanooga, TN 37416 · ph 800 621 1273 · ph 423 855 1466

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GEOTEX® Nonwoven

Product Data

GEOTEX® 601

GEOTEX® 601 is a polypropylene, staple fiber, needle-punched nonwoven geotextile produced by Propex, and will meet the following Minimum Average Roll Values (MARV) when tested in accordance with the methods listed below. The fibers are needled to form a stable network that retains dimensional stability relative to each other. The geotextile is resistant to ultraviolet degradation and to biological and chemical environments normally found in soils.

GEOTEX® 601 conforms to the property values listed below[1]. Propex performs internal Manufacturing Quality Control (MQC) tests that have been accredited by the Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). This product is NTPEP tested for AASHTO standards.

		MARV[2]	
PROPERTY	TEST METHOD	ENGLISH	METRIC
ORIGIN OF MATERIALS			
% U.S. Manufactured		100%	100%
MECHANICAL			
Grab Tensile Strength	ASTM D-4632	160 lbs	712 N
Grab Elongation	ASTM D-4632	50%	50%
CBR Puncture	ASTM D-6241	410 lbs	1824 N
Trapezoidal Tear	ASTM D-4533	60 lbs	267 N
ENDURANCE			
UV Resistance at 500 hrs	ASTM D-4355	70%	70%
HYDRAULIC			
Apparent Opening Size (AOS)[3]	ASTM D-4751	70 US Std. Sieve	0.212 mm
Permittivity	ASTM D-4491	1.5 sec^{-1}	1.5 sec^{-1}
Water Flow Rate	ASTM D-4491	110 gpm/ft^2	4482 $l/min/m^2$
ROLL SIZES[4]		12.5 ft x 360 ft 15 ft x 300 ft	3.81 m x 109.8 m 4.57 m x 91.5 m

NOTES:

1. The property values listed above are effective 12/17/2018 and are subject to change without notice.
2. Values shown are in weaker principal direction. Minimum average roll values (MARV) are calculated as the typical minus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any samples taken from quality assurance testing will exceed the value reported. Values represent testing at time of manufacture.
3. Maximum average roll value.
4. Contact your local Territory Business Manager (TBM) for custom widths and colors. Lead times may vary depending on customer requirements and volume requested.

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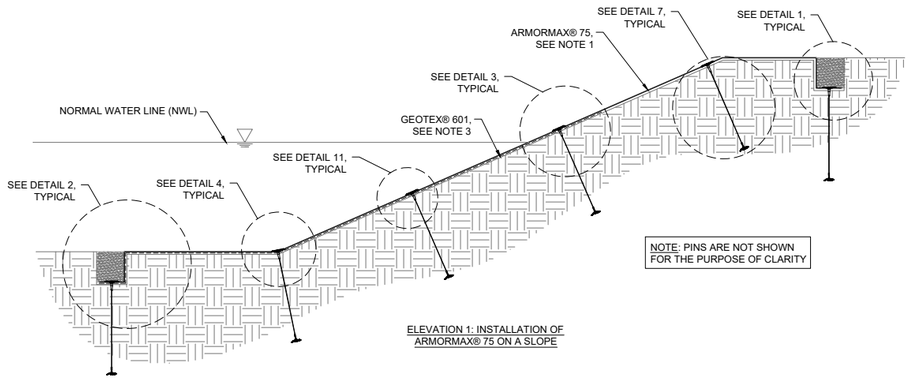
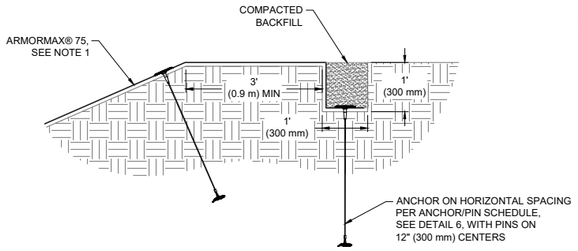
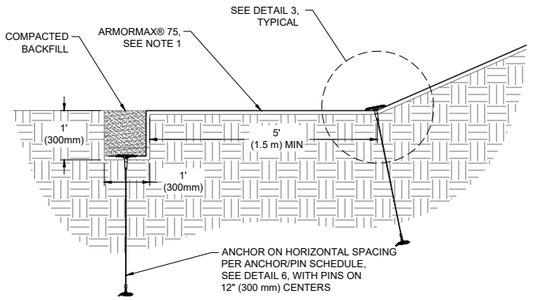


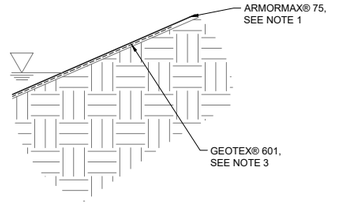
ELEVATION 1: INSTALLATION OF ARMORMAX® 75 ON A SLOPE



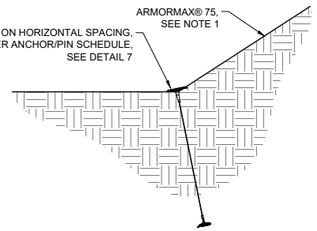
DETAIL 1: CREST OF SLOPE (COS) TRENCH



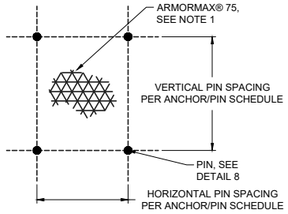
DETAIL 2: TOE OF SLOPE (TOS) TRENCH



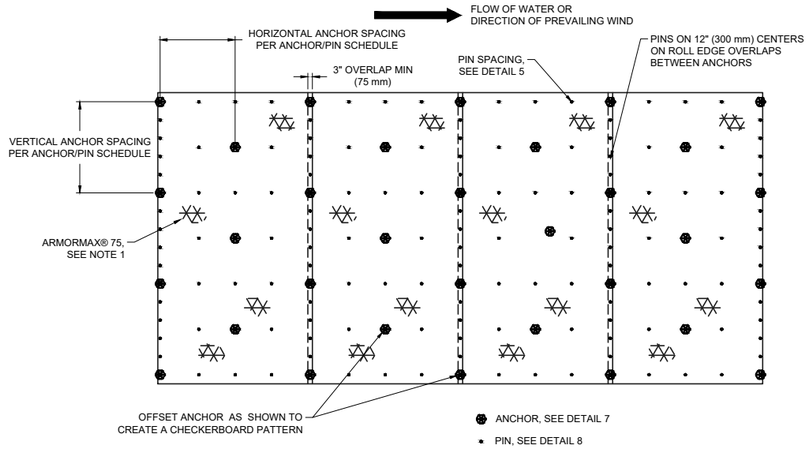
DETAIL 3: NONWOVEN GEOTEXTILE PLACEMENT



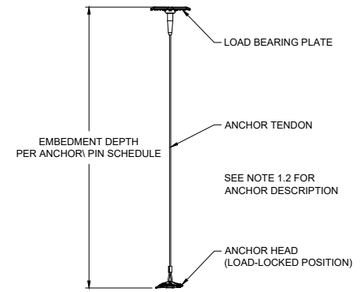
DETAIL 4: BREAK IN SLOPE INTERFACE



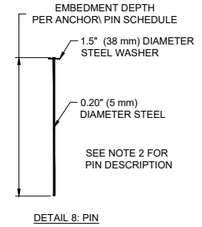
DETAIL 5: PIN PATTERN



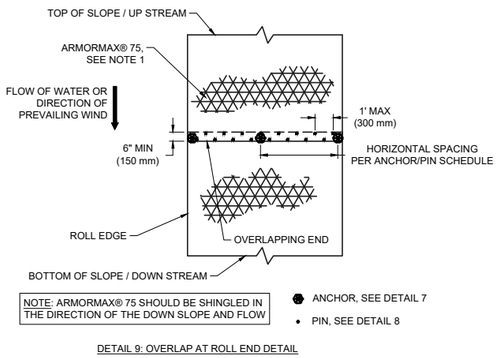
DETAIL 6: ANCHOR / PIN PATTERN



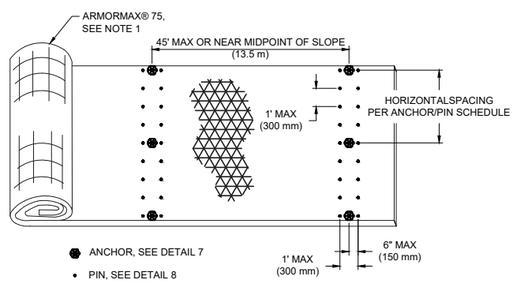
DETAIL 7: ENGINEERED EARTH ANCHOR



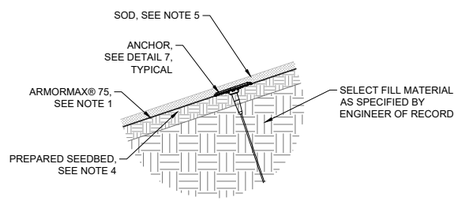
DETAIL 8: PIN



DETAIL 9: OVERLAP AT ROLL END DETAIL



DETAIL 10: SIMULATED CHECK SLOT DETAIL



DETAIL 11: VEGETATION ESTABLISHMENT

ANCHOR/PIN SCHEDULE		
SECURING DEVICE	ANCHOR	PIN
HORIZONTAL ANCHOR SPACING	4'	2'
VERTICAL ANCHOR SPACING	5'	2.5'
EMBEDMENT DEPTH	3'	1.5'

ARMORMAX® 75 ON A SLOPE FOR EROSION CONTROL (NON-STRUCTURAL APPLICATION) GENERAL INSTALLATION GUIDELINES

GENERAL NOTES

1. ARMORMAX® 75 is an engineered solution used for permanent erosion protection or surficial slope stability in vegetated and unvegetated applications. It is composed of two components: PYRAMAT® 75 High Performance Turf Reinforcement Mat (HPTRM) and Engineered Earth Anchors. ARMORMAX® 75 is available in green or tan to provide for an aesthetically pleasing solution with proven performance.
   - 1.1. PYRAMAT® 75 HPTRM is a three-dimensional, lofty, woven polypropylene geotextile that is available in green or tan which is specially designed for erosion control applications on steep slopes and vegetated waterways. The matrix is composed of polypropylene monofilament yarns featuring X3® technology woven into a uniform configuration of resilient pyramid-like projections. The material exhibits very high interlock and reinforcement capacity with both soil and root systems, demonstrates superior UV resistance, and enhances seedling emergence.
   - 1.2. The Type B1 Anchor model is used for permanent erosion protection applications and has a working load of up to 500 lbs. The Type B1 Anchor consists of an aluminum anchor head, galvanized steel cable, aluminum ferrules, aluminum load-locking mechanism, and an aluminum top plate. The bullet nose design of the anchor head allows the anchor to penetrate HPTRM resulting in minimal installation damage. The Type B1 Anchor is also designed with a recessed cavity so the top of the cable can be cut below the surface being protected.
2. The 12", 18", and 24" Securing Pins are composed of a wire, mushroomed at the top. A washer is then placed on the wire and the wire is crimped or swedged about 3-1/2" below the top so the washer will not slide off. The end of the wire is cut at a 45 degree angle for easy penetration of the soil. These Pins with washers conform to industry standards for erosion control pins with washers.
3. GEOTEX® 601 nonwoven geotextile should be used to underlay ARMORMAX® 75 to assist with sediment control from the termination trench at the toe of the slope up to 1' above the expected Normal Water Level (NWL).

Vegetation Establishment

4. Prepare seedbed by loosening 50 to 75 mm (2 to 3 in) of soil above final grade. Select and apply soil amendments and fertilizer to scarified surface prior to installation of the ARMORMAX® 75. A site specific soil test should be performed to help determine what soil amendments, such as lime and fertilizer, need to be incorporated into the soil to promote healthy vegetation.
5. Upon installation of the ARMORMAX® 75, sod should be placed atop the ARMORMAX® 75 using sod staples.
6. Irrigate as necessary to establish and maintain vegetation until 90% of vegetation has established and has reached a height of 2 inches. Frequent, light irrigation will need to be applied to seeded areas if natural rain events have not occurred within two weeks of seeding. When watering seeded areas, use a fine spray to prevent erosion of seeds or soil. Do not over irrigate.

BEFORE INSTALLATION BEGINS

7. Coordinate with a Propex Representative: A pre-construction meeting is suggested with the construction team and a representative from Propex. This meeting should be scheduled by the contractor with at least a two week notice.
8. Gather the Tools Needed: Tools that you will need to install ARMORMAX® 75 include a pair of industrial shears to cut PYRAMAT® 75, tape measure, percussion hammer (sized appropriately for the anchors), ground rod driver compatible with the percussion hammer, drive steel compatible with the anchor, setting tool to set and load-lock theanchor, and wire cutters to cut the cable tendon of the anchor. If anchors will be load tested during construction, additional testing equipment may be necessary. Consult the "Anchor Load Test Manual" from Propex for further guidance. Available for purchase from Propex are drive steel, setting tools, and wire cutters.
9. Determine how to Establish Vegetation: The method of vegetation establishment should be determined prior to the start of installation. Different vegetation establishment methods require different orders of installation. Refer to Establish Vegetation for further guidance.
10. Please consult the Propex Website for the most up to date installation guidelines.

EROSION CONTROL INSTALLATION DETAILS

Please note that the information presented herein is general information only. It is for conceptual use only and not intended to be used for construction. While every effort has been made to ensure its accuracy, this information should not be used for a specific application without independent professional examination and verification of its suitability, applicability, and accuracy. This engineering drawing is protected by the Copyright Act, 17 U.S.C. §101 et seq. and may be used ONLY with the express written permission of Propex in connection with Propex products. Any copying, distributing, and/or creation of a derivative work without permission of Propex is prohibited and is subject of actual damages, statutory damages and attorney's fees under the Copyright Act.

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ARMORMAX

ARMORMAX® 75 INSTALLATION DETAILS FOR SLOPES

Date:	Drawn By:	Scale:
01/14/2019	J. HILL	NTS

*ALL DIMENSIONS ARE TO BE VERIFIED BY ENGINEER OF RECORD

Thank you for purchasing ARMORMAX® for Erosion Control or Slope Stability by Propex Operating Company, LLC (Propex). This document provides installation and maintenance guidelines for ARMORMAX used as slope armoring to improve earthen slope resiliency and slope stability. ARMORMAX provides permanent erosion protection of an earthen slope, promotes vegetation, and improves slope stability, consists of two components:

- PYRAMAT® - High Performance Turf Reinforcement Mat (HPTRM)
- Engineered Earth Anchor (Anchor)

Temporary securing pins (pins) are used during installation to hold ARMORMAX in place while installing anchors. Pins also promote vegetation establishment keeping ARMORMAX in intimate contact with the soil.

ARMORMAX is an Engineered Earth Armoring Solution ™ with a unique design for each specific project. While Propex has made every effort to ensure general validity, this information should not be used for a specific application without independent professional examination and verification of its suitability, applicability, and accuracy. The information provided herein is for general information only, and is intended to present installation guidance. Project specific contract documents take precedence when pin and anchor placements are different than what is represented in this document. Depending upon the critical nature of the structure to be armored, work restrictions may be in place such as limiting work based on growing seasons, weather patterns, etc. Work should be performed under the provisions set forth for the specific project. Propex Engineering Services is available for support during installation to consult for solving constructability issues encountered in specific applications. Please feel free to contact our Engineering Serivces team at GeoEngineering@propexglobal.com.

BEFORE INSTALLATION BEGINS

- *Coordinate with a Propex Representative:* A pre-construction meeting is suggested with the construction team and a representative from Propex. This meeting should be scheduled by the contractor with at least a two week notice.
- *Gather the Tools Needed:* Tools that you will need to install ARMORMAX include a pair of industrial shears, tape measure, percussion hammer (sized appropriately for the anchors), ground rod driver compatible with the percussion hammer, drive steel compatible with the anchor, setting tool to set and load-lock the anchor, and wire/bolt cutters to cut the cable tendon of the anchor. If anchors will be load tested during construction, additional testing equipment may be necessary. Consult the "Anchor Load Test Manual" from Propex for further guidance. Available for purchase from Propex are drive steel, JackJaw® Setting Tools, wire cutters, and a gas powered anchor driver.
- *Determine how to Establish Vegetation:* The method of vegetation establishment should be determined prior to the start of installation.
- Different vegetation establishment methods require different orders of installation. Refer to *VEGETATION ESTABLISHMENT* for further guidance.

INSTALLATION OF ARMORMAX ON SLOPES

PREPARE THE SITE

It is recommended during all stages of site preparation that disturbed soils remain unprotected for not more than a single day. Depending on project size this may require progressive site preparation during installation.

1. Grade and compact the area on the slope where ARMORMAX will be installed. The slope surface should be uniform and smooth, having all rocks, clods, vegetation or other objects removed so that during *ARMORMAX* LAYDOWN, ARMORMAX comes in direct, intimate contact with the slope surface.
2. Prepare the area to be armored with ARMORMAX by loosening the topsoil to promote better vegetation establishment. This may be accomplished with a rotary tiller on slopes 3:1 or flatter. For slopes greater than 3:1, prepare topsoil in a safe manner.

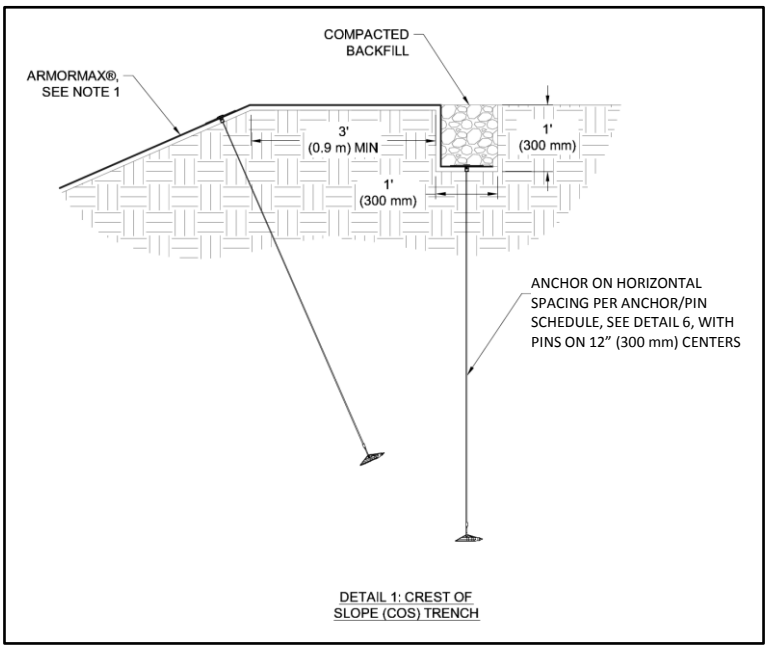

Figure 1: Crest of Slope (COS) Trench

3. Excavate a Crest of Slope (COS) trench 12 in x 12 in (300 mm x 300 mm) minimum at a distance of 3 ft (900 mm) from the crest of the slope. (Figure 1).

4. Excavate a Toe of Slope (TOS) trench 12 in x 12 in (300 mm x 300 mm) minimum at a minimum distance of 5 ft (1.5 m) from the toe of the slope. (Figure 2)

5. If seeding, refer to *VEGETATION ESTABLISHMENT* for additional considerations during site preparation.

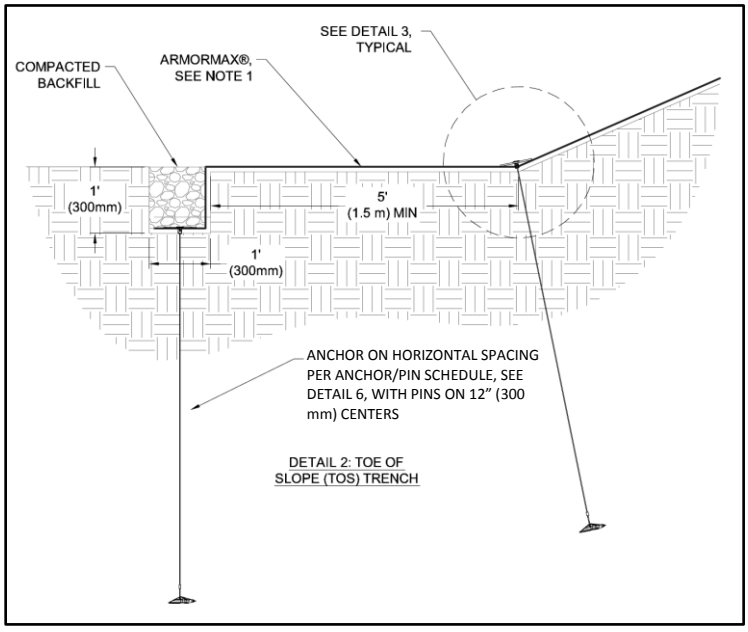

Figure 2: Toe of Slope (TOS) Trench

ARMORMAX LAYDOWN

1. Begin the *ARMORMAX* **LAYDOWN** process by starting with the downstream / downwind end of the site. To ensure proper anchoring of the overlapped areas the proceeding roll width must be laid out before the current roll width can be anchored with exception to the final roll width. For straight sections of a slope, ARMORMAX panel lengths should be long enough to construct COS and TOS trenches while also covering the surface of the slope being armored (Figure 12). Panel edges should rest approximately perpendicular to the slope center line. For best results, panels of ARMORMAX should be continuous and free from seams or roll end overlaps that are parallel to the centerline of the slope. Panel edge overlapping should follow a pattern of placing each proceeding panel's edge overtop the previous panel edge, shingling the panels in the direction of the water flow or prevailing wind.

2. Starting at the COS trench, lay ARMORMAX roll so that the roll ends points towards the crest of the slope (Figure 3), with a 3 inch (75 mm) overlap created at adjacent panel edge locations. Ensure that adjacent panel edges maintain a minimum 3 inch overlap during *ARMORMAX* **LAYDOWN** (Figure 8).

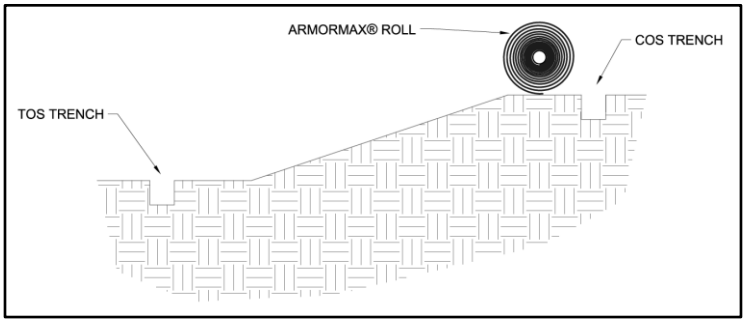

Figure 3: Crest of Slope (COS) Trench Alignment

3. Secure ARMORMAX with pins and Secondary anchors in the COS trench. Pins should be made of steel with a 0.20 in (5 mm) minimum diameter, having a 1.5 in (38mm) diameter washer at the head, and a length between 12 and 24 in (300-600 mm) with sufficient ground penetration to resist pullout (Figure 4). Longer pins may be required for looser soils. Heaver metal stakes may be required in rocky soils. Suggested placement of pins and Secondary anchors for the COS trench is along the bottom of the trench with pins on 12 in (300 mm) centers in between Secondary anchors on 4 ft (1.2 m) centers. Secondary anchors should also be installed on panel edge overlaps in the COS trench.

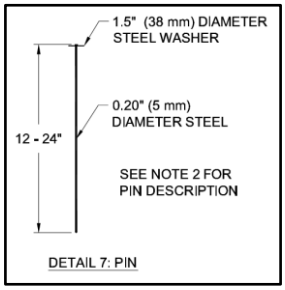

Figure 4: Securing Pin

4. Backfill and compact the COS trench in the location of the first ARMORMAX panel only (Figure 5).

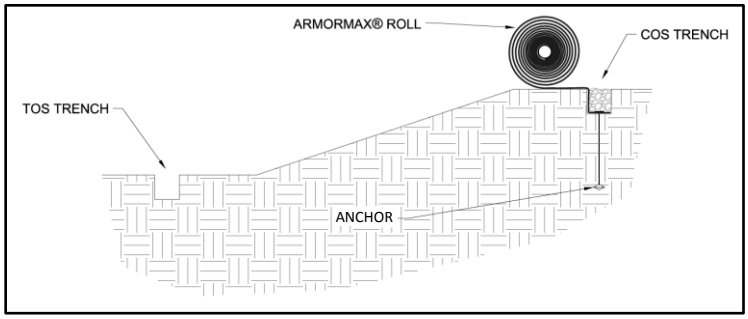

Figure 5: Crest of Slope (COS) Trench Placement

5. Unroll the ARMORMAX roll on the slope surface in the area to be armored (Figure 6). Ensure that ARMORMAX has intimate contact with the ground and all irregular surfaces beneath ARMORMAX are removed.

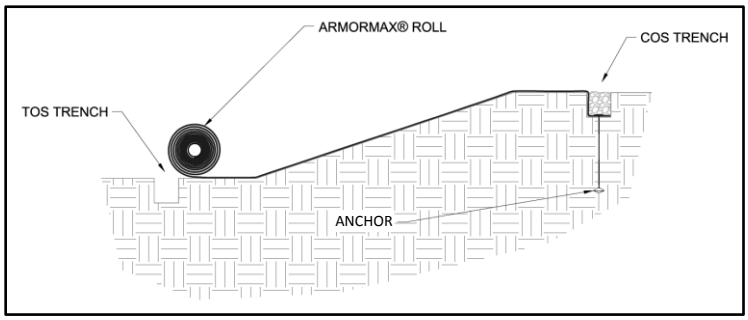

Figure 6: Placement of ARMORMAX across Slope

6. Secure ARMORMAX panels in place using pins, Primary anchors, and anchors across the slope surface according to the project's engineered design. Pin and anchor placement should reflect a staggered checkerboard pattern across the slope surface for best results (Figure 7 and Figure 8).

   - The leading edge of the first ARMORMAX panel should be secured on the Slope Armoring Edge (SAE) with pins on 12 in (300 mm) centers in between anchors on intervals based on the slope stability analysis.
   - Roll edges shall be overlapped a minimum of 3 in (75 mm) with pins placed on 12 in (300 mm) centers in between anchors on intervals based on the slope stability analysis (Figure 8).
   - Roll ends shall be overlapped a minimum of 6 in (150 mm) with upstream / upwind panel on top. Secure roll end overlaps with two rows of pins staggered 6 in (150 mm) apart on 12 in (300 mm) centers and with one row of anchors on intervals based on the slope stability analysis (Figure 9)
   - For slope lengths greater than 45 ft (13.7 m), install simulated check slots. This method includes placing two rows of pins 12 in (300 mm) apart on 12 in (300 mm) centers and one row of anchors between the rows of pins on 4 ft (1.2 m) centers at 45 ft (13.7 m) maximum intervals or across the midpoint of the slope for slope lengths less than 60 ft (18.2 m) (Figure 10).
   - At the break in slope interface towards the TOS, it is suggested that anchors be installed on intervals based on the slope stability analysis (Figure 11).

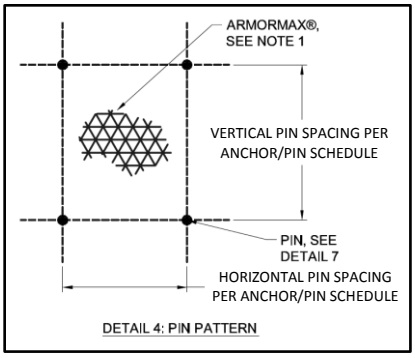

Figure 7: Example Pin Pattern

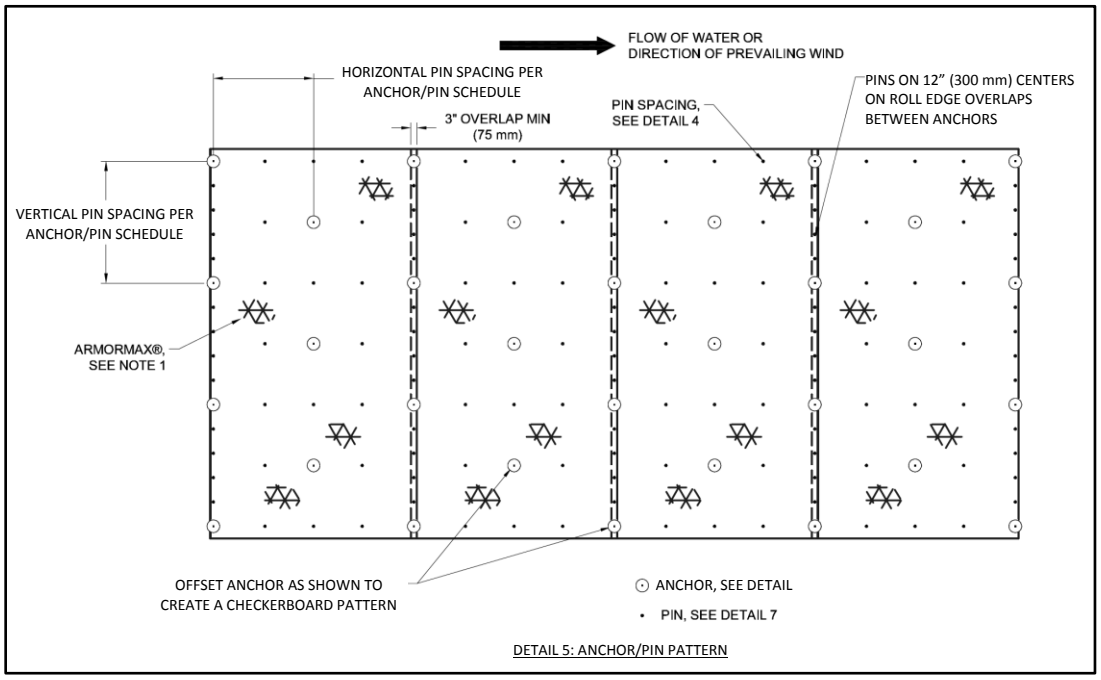

Figure 8: Example of Anchor Pattern - 0.5 Anchors/yd^2

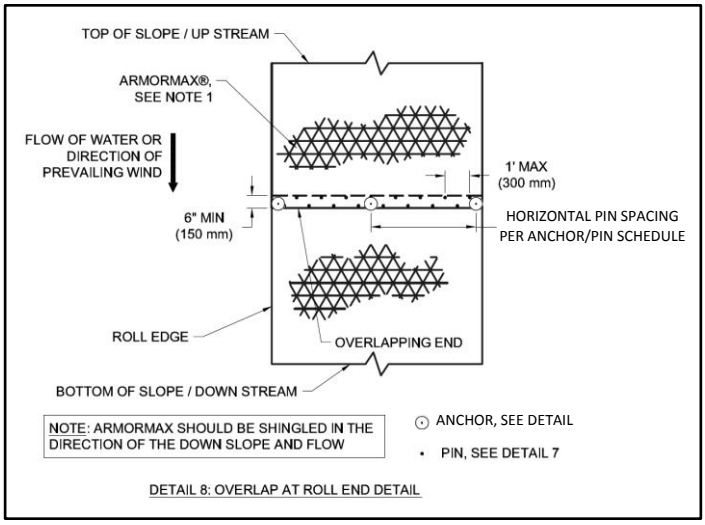

Figure 9: Roll End Overlap

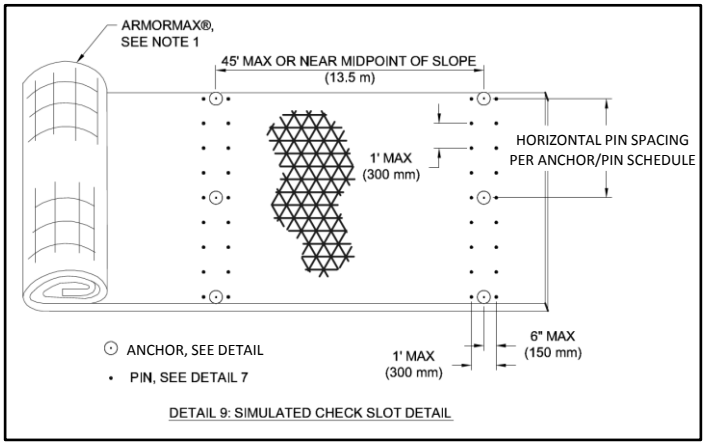

Figure 10: Simulated Check Slot

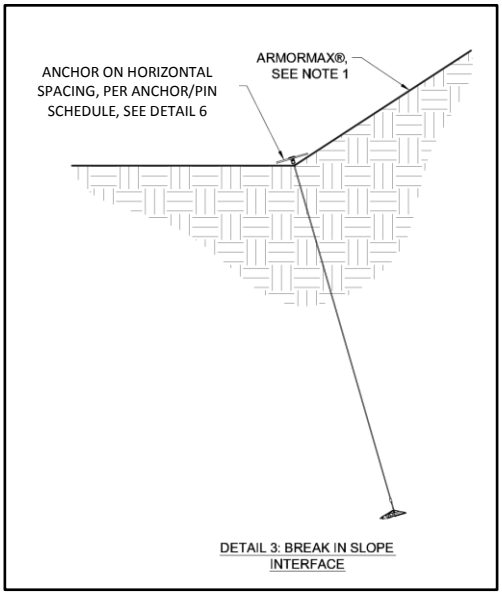

Figure 11: Break in Slope Interface

7. Secure ARMORMAX with pins and anchors in the TOS trench. Suggested placement of pins and anchors for the TOS trench is along the bottom of the trench with pins on 12 in (300 mm) centers in between anchors on 4 ft (1.2 m) centers (Figure 12).

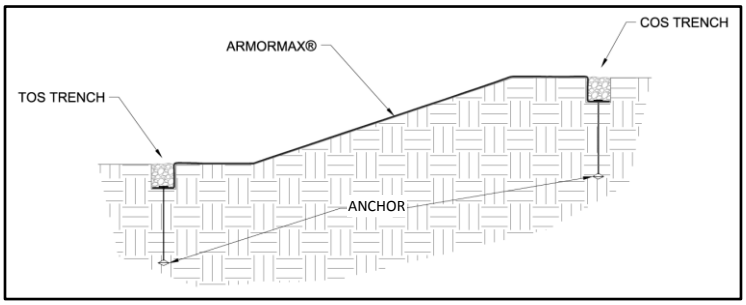

Figure 12: Crest of Slope (COS) Trench and Toe of Slope (TOS) Trench Complete

8. Backfill and compact the TOS trench. (Figure 12)

9. Continue to work down the length of the slope by repeating steps 1 through 8 overlapping each adjacent ARMORMAX panel by 3 inches (75 mm) (Figure 8). The last ARMORMAX panel should terminate on the Slope Armoring Edge (SAE) with pins on 12 in (300 mm) centers in between anchors on intervals based on the slope stability analysis. At a minimum, ARMORMAX panels should be pinned entirely across the slope surface, pins and anchors should be installed in the trenches, and the trenches should be backfilled and compacted at the end of each day to minimize rework in the case of a major rain event. Specific project conditions may warrant further evaluation of installation order for ease. An example elevation view (Figure 13) of a slope armored with ARMORMAX can be seen below for overall reference. Consult Propex Engineering Services at (800) 621-1273with any questions that you may have.

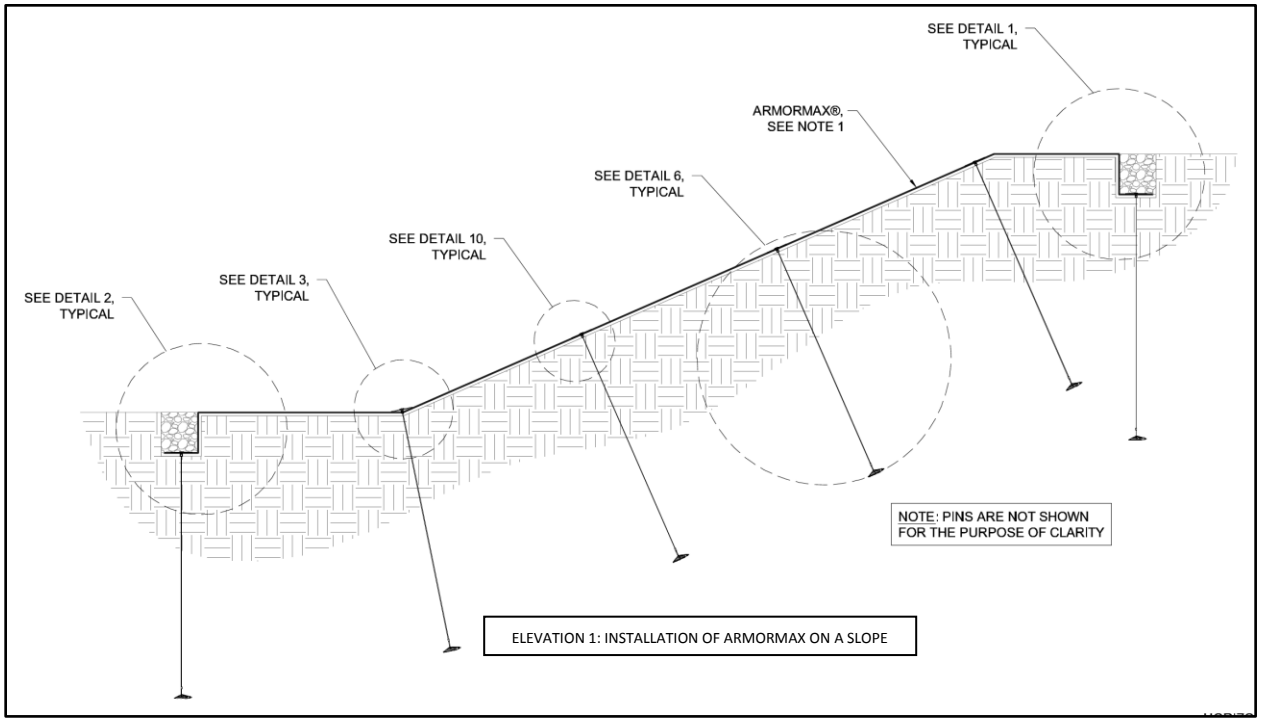

Figure 13: Completed Slope Isometric View

INSTALL ANCHORS

The ARMORMAX anchor typically consists of an anchor head, a flexible cable tendon, and a load bearing plate. For quality control purposes and warranty claims, anchors should be delivered to the jobsite fully assembled and ready for installation.

Anchors are to be installed in locations specified for the project, and are typically installed in conjunction with *ARMORMAX LAYDOWN*. There are several options available from Propex for different types of anchors. For optimal performance with the greatest risk reduction, it is important to select the proper anchor and perform the installation in accordance with the pattern designed for required resiliency and long term durability of the slope. Understanding the mechanics behind installing the anchor component of ARMORMAX will result in a quality ARMORMAX installation.

TYPE B1 & B2 ANCHOR

The installation of either Type B1 or Type B2 Anchor (Figure 14) is described below. The tools that you will need are a percussion hammer, a ground rod driver and drive steel compatible with the anchor and percussion hammer, a JackJaw setting tool, and wire cutters.

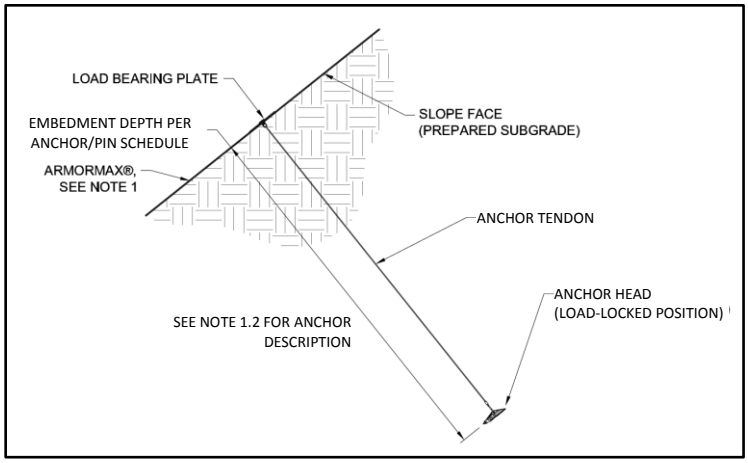

Figure 14: Anchor Detail

1. Use one piece drive steel or assemble segmental drive steel to the appropriate length in order to drive the anchor to the specified embedment depth.

2. Insert the tapered end of the drive steel into the hollow cavity of the anchor head. Position the anchor head/ drive steel tip above the ground at the drive location (Figure 15 and Figure 16).

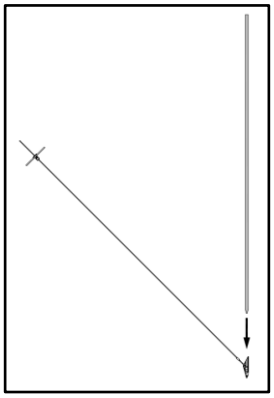

Figure 15: Insert Drive Steel into Anchor

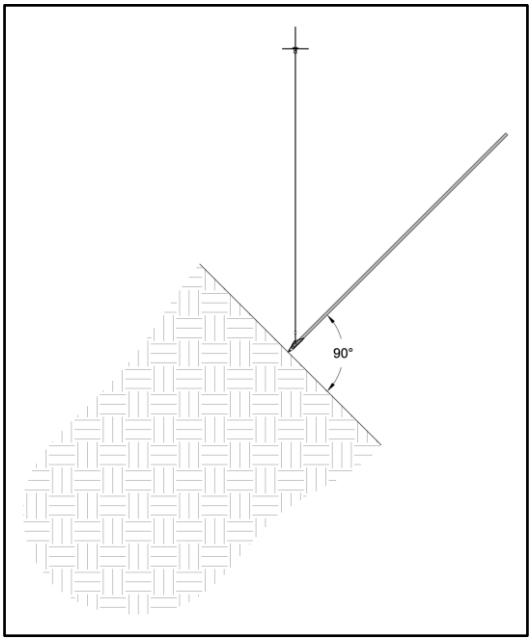

Figure 16: Position Anchor Head / Drive Steel Tip

3. Using a percussion hammer, guide the drive steel into the ground perpendicular to the slope surface at a smooth pace. Continue driving until the desired embedment depth is reached (Figure 17).

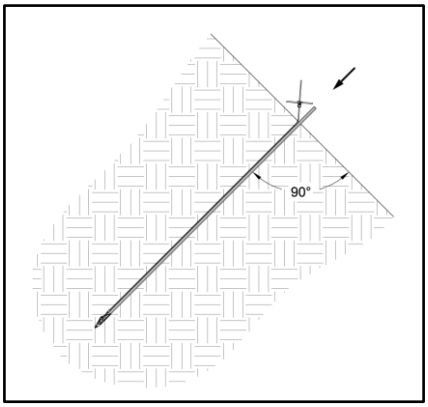

Figure 17: Drive Steel to Drive the Anchor into the Ground

4. Remove the drive steel from the ground. (Figure 18) Depending on soil conditions, this may require the use of a setting tool or leverage device.

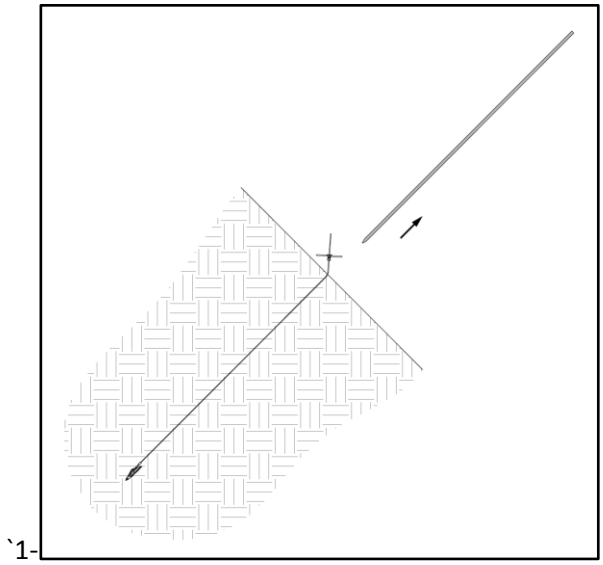

Figure 18: Remove Drive Steel from Ground

5. Slide the load bearing plate down the anchor tendon towards the slope surface using your hands (Figure 19).

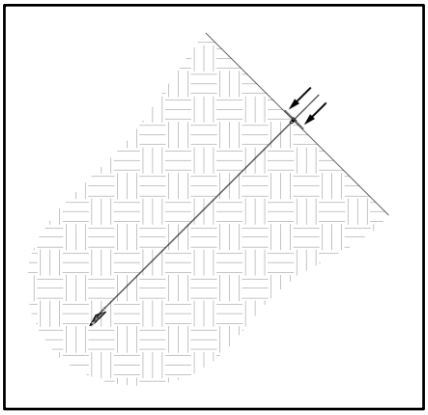

Figure 19: Slide Plate

6. Once the plate is close to the slope surface, place the JackJaw Setting Tool on the anchor plate and place the top of the anchor tendon into the grips, keeping the anchor tendon perpendicular to the slope surface (Figure 20). With gentle force, slowly start to press down on the JackJaw lever – towards the slope surface - causing the anchor tendon to start to move out of the ground (displace). During this step, the anchor head will turn in the ground – a process known as "anchor setting". The change in embedment depth to set a Type B1 Anchor can be up to 6 inches and up to 8 inches for Type B2 depending on soil conditions. When the anchor is set, there will be a noticeable change in the amount of force needed to displace the anchor any further. This is a good indication that the anchor head is now perpendicular to the anchor tendon and the anchor is ready to be load-locked.

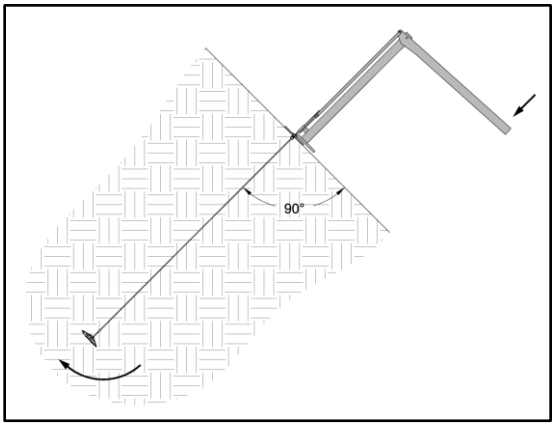

Figure 20: Use JackJaw Setting Tool to Set Anchor

7. To load-lock an anchor, continue to apply tension to the anchor tendon using the JackJaw Setting Tool creating a slight depression on the slope surface. Visually, anchors across ARMORMAX will look similar to buttons across a mattress top when anchors have been properly load-locked.

8. Conduct anchor load tests when required for quality assurance during installation. Refer to the document entitled "Anchor Load Test Manual" by Propex for further details.

9. Once anchors have been load-locked, cut off the excess anchor tendon flush to the plate at the slope surface using wire cutters (Figure 21 and Figure 22).

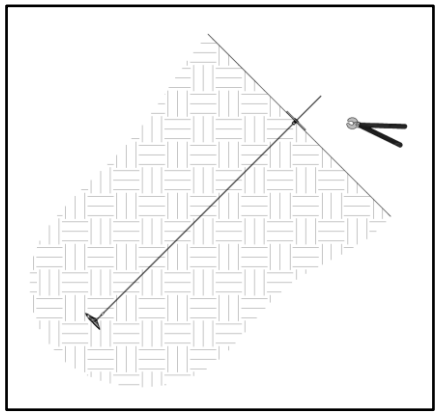

Figure 21: Trim Extra Cable Flush to Plate

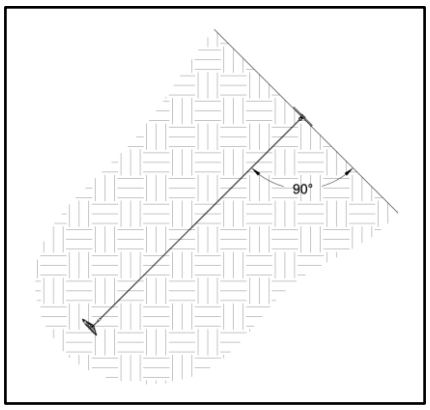

Figure 22: Complete Anchor Installation

VEGETATION ESTABLISHMENT

Vegetation can be established with ARMORMAX by broadcast seeding, hydraulic seed application (hydroseeding), or sodding. Seed application rate, seed type, sod type, and irrigation rate should be selected based on local or site specific knowledge and time of year. For best results, consider having a site specific soil test performed to help determine what soil amendments, such as lime and fertilizer, need to be incorporated into the soil to promote healthy vegetation.

Irrigate as necessary to establish and maintain vegetation until 75% of vegetation has established and has reached a height of 2 inches. Frequent, light irrigation will need to be applied to seeded areas if natural rain events have not occurred within two weeks of seeding. While watering seeded areas use a fine spray to prevent erosion of seeds or soil. Do not over irrigate. Proper irrigation guidance is provided under the Maintenance portion of this document.

PROJECT SPECIFIC CONSIDERATIONS

1. For applications that require special transitions (i.e. connections to riprap, concrete, T-walls, etc.), refer to the project specific drawings or consult with Propex Engineering Services at (800) 621-1273.

2. A deeper terminal trench and/or hard armoring may be required when slopes have severe scour potential at the toe location.

3. For installing ARMORMAX panels around curved sections of a slope, trim panels at an angle so that no more than two layers of ARMORMAX overlap at any point in time. Additional pins and anchors may be needed to secure panel edges towards the toe of the slope depending upon the radius of the curved slope. Install pins or anchors as necessary to securely fasten ARMORMAX to the ground.

4. Allowable Vehicle Traffic:

   A. If using equipment on ARMORMAX, it should be of the rubber-tired type and should avoid sharp turns. Tracked equipment is not permitted to drive over the ARMORMAX without vegetation at any time.

   B. Avoid any traffic over ARMORMAX if loose or wet soil conditions exist.

5. Disturbed areas should be reseeded. If ruts or depressions develop for any reason, rework soil until smooth and reseed such areas.

SHORT-TERM AND LONG-TERM MAINTENANCE OF ARMORMAX

The purpose of this section is to provide some general guidelines for performing short-term and long-term maintenance of ARMORMAX with respect to maintaining vegetation reinforced with ARMORMAX, and patching of ARMORMAX (in the event it needs to be removed or replaced). These procedures are to be considered minimum guidelines for proper maintenance, and further maintenance techniques may be appropriate considering local practices and procedures.

ARMORMAX PROTECTED SLOPES

For ARMORMAX to be most effective, it is important to ensure that it is properly maintained both during construction and after construction. Identifying trouble areas is easy with ARMORMAX, and it can make identifying potential threats much simpler and manageable. Look for areas with sparse, dying, or no vegetation as these are obvious signs that ARMORMAX is losing intimate contact with the slope surface. If loss of ground surface occurs, ARMORMAX will need to be removed and reinstalled as described in *PATCHING AND REPAIRS* section after the eroded area is backfilled with compacted soil that is similar to material of the slope. After ARMORMAX is reinstalled, re-establish vegetation on the newly installed ARMORMAX and disturbed areas. Monitor the sites to determine if frequent watering may be required to establish vegetation.

To minimize exposure to unwanted maintenance and repair, ARMORMAX armored slopes should be free of unauthorized vehicular traffic. Routine maintenance and slope inspections should be performed with rubber tired vehicles. Tracked equipment such as skid steers, excavators, or dozers should only be allowed to traffic over ARMORMAX in times of emergency after vegetation establishment is complete. Failure to control unauthorized traffic can result in ARMORMAX being damaged resulting in erosion below ARMORMAX during storm events. In addition, routine mowing maintenance should be used to keep the protected area free of unwanted brush, saplings, and trees. Selective herbicides that target only the unwanted plants can be used as long as the vegetation established with ARMORMAX is not impaired. Failure to control the sapling and tree growth can result in the trees being uprooted during a flood.

MAINTAINING VEGETATION

Good vegetative cover will ensure maximum performance of ARMORMAX. Vegetative cover care starts before a project is complete and is ongoing until all ARMORMAX is installed. Vegetative cover should be given every opportunity to grow and establish well. This will require that a contractor periodically fertilize, water, and mow the grasses as needed until a project is complete in the short-term, with the owner of the slope fulfilling the maintenance of the slope in a similar fashion for the long-term. For the entire lifecycle of ARMORMAX, every effort must be made to prevent unauthorized encroachments, grazing, vehicle traffic, the misuse of chemicals, or burning during inappropriate seasons.

1. After the installation of vegetation is complete, immediately water and soak the entire area using a fine spray to prevent erosion and loss of seeds. A suggested amount of water is identified below. Prior to installation if using sod, the sod pads in storage should be kept moist at all times and not stored for more than 24 hours from site arrival to installation. Warmer weather will necessitate more frequent applications than listed below.

    A. For each reach/segment of installed vegetation, watering shall be conducted immediately after each installation or the day's work.

    B. For initial vegetation establishment, water vegetation in a manner consistent with best practices for vegetation type and location.

    C. Establish a watering schedule and follow until vegetation is well established and will thrive in the absence of manual watering.

    D. Avoid excessive application of water, so that surface runoff does not occur. Runoff should be prohibited. However, additional watering may be required for repaired or damaged areas.

2. Fertilizer should be applied as needed to address any nutrient deficiencies revealed in soil testing.

3. Implement best practices for mowing over ARMORMAX. While ARMORMAX is designed to withstand non-hydraulic stresses such as mowing, there are procedures to minimize exposure to unwanted damage.

   A. Immediately after installation, signage and post shall be installed stating that "Vehicles and Pedestrians are Prohibited from Access" on the slopes and the newly installed vegetation. Signage shall be posted every 1,500 lineal feet.

   B. Vegetated areas should be mowed to a height no less than 6 inches and no greater than 12 inches from natural ground after a period of 60 days of growth. The excessive grass clippings created from mowing shall be evenly spread on the slope section outside of the armored area. Periodic and final grass mowing should be performed until final inspection and acceptance of slope work. Monitor the vegetated areas throughout winter months and generate reports as needed, noting any issues that should be addressed. Minimum mowing heights will depend on the vegetation density and should be as follows:

      i. 6" with 0 – 30% vegetation establishment
      ii. 4" with 30 – 70% vegetation establishment
      iii. 3" with 70 – 100% vegetation establishment

   C. To prevent damage to the newly established vegetation, the mowing tractor should be fitted with 3-rib agriculture tires. Note that tractors with 8-foot flail mowers provide best results. Tractors with 15-foot brush hogs should avoid sharp turns up the slope to prevent damage to vegetation.

   D. Mowing should not take place for a minimum of 48 hours after a rainfall event of 2 inches or more to minimize the potential for rutting and/or damage to the slope surface. Maintenance mowing of the slope should be done on a consistent basis to prevent vegetation growing to more than 3 feet in height. This will minimize thatch thickness and potential damage to ARMORMAX. If turn-around pads are present, operate mowing equipment utilizing the turn-around pads to the fullest extent. The mowing blade height over ARMORMAX should be a minimum of 8 inches. However, should vegetation grow to more than 3 feet in height, the mowing blade height for the condition should be a minimum of 12 inches.

4. Some special circumstances may exist. When mowing the crown of a slope with a crown or crest equal to or exceeding 20%, it should be mowed with an articulating arm mower to minimize the potential for the mower blades to catch ARMORMAX at the slope surface. The articulating arm mower should be level on the surface with the articulating arm extending over the crown. **Pay close attention to areas where the slope changes.** The mower blades should be set at a minimum height of 8 inches. If ARMORMAX is damaged by the mowing blades at any time, mowing should stop immediately and further direction should be obtained to continue activity. Repair the damaged area as described in the *PATCHING AND REPAIRS* section below.

5. ARMORMAX protected slopes are not as susceptible to animal burrowing due the tenacity of the ARMORMAX; however, inspections to detect the presence of burrowing animal activity are generally most effective immediately after the slope has been mowed. Animal burrows that are identified should be thoroughly excavated and inspected, backfilled with compacted soil that is similar to material of the slope, and vegetation re-established. This will avoid the possibility of water piping through unfilled portions of the burrows. Should ARMORMAX be damaged, it is to be repaired as described *PATCHING AND REPAIRS* section below.

PATCHING AND REPAIRS

ARMORMAX may require localized repair at times. For emergency repairs, an adequate supply of ARMORMAX should be maintained in inventory with the necessary tools to install. This will allow for a timely, initial repair of the system.

1. In order to identify areas in need of repair, the site should be patrolled immediately after mowing and after rain events of 2 inches or more. When patrolling look for areas of sparse vegetation, exposed edges of ARMORMAX, and areas where direct contact between ARMORMAX and the slope surface is compromised. ARMORMAX should be rated as *Acceptable, Minimally Acceptable*, or *Unacceptable* during inspection.

A. *Acceptable* (A) - The rated area is in satisfactory, acceptable condition, and will function as designed and intended during the rain event. ARMORMAX has no exposed edges, is installed tightly by maintaining direct contact to the slope surface with no rilling beneath, and has over 90% vegetation cover. There is no noticeable damage present.

B. *Minimally Acceptable* (M) - The rated area has a minor deficiency that needs to be corrected. The minor deficiency will not seriously impair the functioning of the area during the next rain event; however, the overall reliability of the project will be lowered because of the minor deficiency. ARMORMAX has 75% vegetation cover with un-vegetated patches as large as one square yard. Edges of ARMORMAX are exposed with noticeable damage. Minimal erosion has occurred underneath ARMORMAX.

C. *Unacceptable* (U) - The rated area is unsatisfactory. The deficiency is so serious that the area will not adequately function in the next rain event. ARMORMAX has been physically torn, ripped, or lifted from the slope surface. Less than 75% vegetation cover is present with un-vegetated patches being greater than 1 square yard, and there is evidence that erosion is occurring beneath ARMORMAX.

2. Repair any raised or exposed edges of ARMORMAX by driving existing and additional pins or anchors along the edges as necessary to securely fasten to the ground. Inspect areas where the vegetation is not growing on top of ARMORMAX. Many times this is an indicator that ARMORMAX has lost contact with the ground beneath. Check for voids beneath ARMORMAX and fill any holes, gullies, etc. with compacted fill material if possible. Replace ARMORMAX as described below.

3. To repair ARMORMAX, cut out and remove damaged areas in a square configuration a minimum size of 2 ft by 2 ft. Remove all vegetation and debris atop of ARMORMAX. Loosen the top 1 to 2 in of soil in the patch area then seed. The subgrade of area to be patched shall be prepared to be smooth and uniform and transition smoothly into the in-situ area. Cut a square ARMORMAX patch a minimum of 12 in greater than the damaged area for all four sides of the patch. Overlap the patch area in all directions a minimum of 12 in. The patch overlaps shall be tucked under the existing damaged ARMORMAX material (Figure 23 and Figure 24).

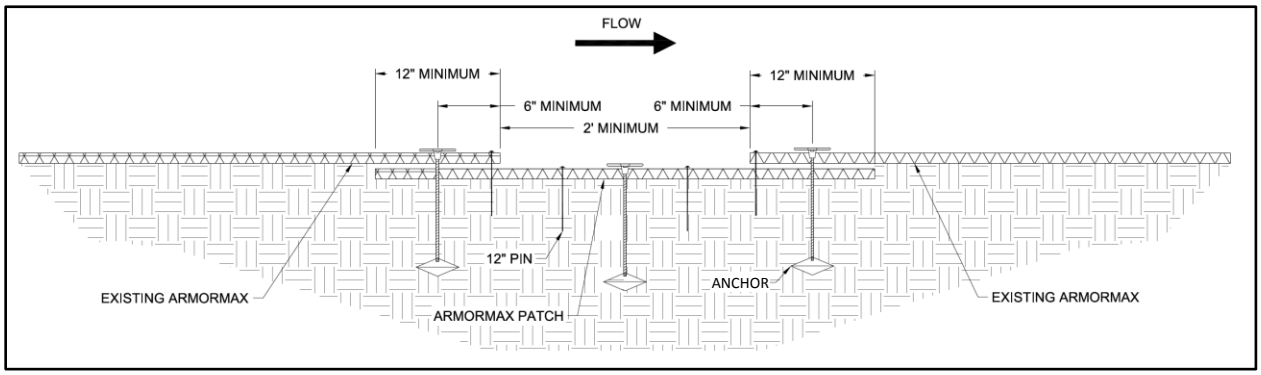

Figure 23: ARMORMAX Patch Cross Section

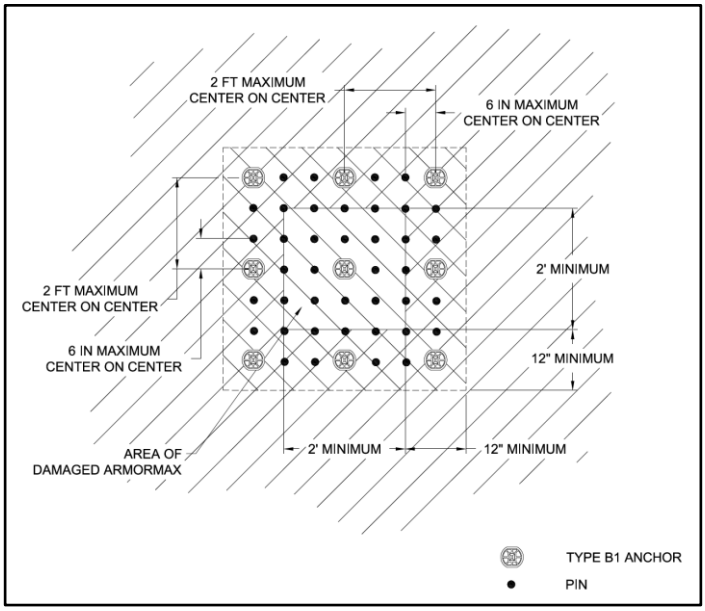

Figure 24: ARMORMAX Patch Plan View

4. Install anchors on 2 ft (600 mm) (max) centers, and pins on 6 in (150 mm) (max) centers. For larger areas of damage, anchors should be installed to match existing anchor pattern and type. Once ARMORMAX is in place, vegetate per project specifications.

SUMMARY

Maintenance should consist of watering and weeding, repair of all erosion, and any re-seeding as necessary to establish a uniform stand of vegetation during construction and beyond. A minimum of 70% of the armored area should be covered with no bare or dead spots greater than 10 ft^2 (1 m^2). Establishing vegetation should not be mowed prior to 70% vegetative density and a minimum grass growth of 4 in (100 mm). Throughout the duration of the project, the contractor should be responsible for mowing to facilitate growth and should not let the vegetation in the armored areas exceed 18 in (450 mm). In addition, the Contractor should water all grassed areas as often as necessary to establish satisfactory growth and to maintain its growth throughout the duration of the project. After the project is complete, it is the responsibility of the Owner to maintain and upkeep all ARMORMAX installed areas for long term performance and best results as described herein for superior slope armoring.

APPENDIX E

NRCS-EWP Grant Requirements (TBD)

Escambia County
Clerk's Original
8/16/2018 CAR II-21

USDA
U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR184209XXXXC038		220 Calendar Days From NRCS Signature	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510	COUNTY OF ESCAMBIA COMMISSIONERS ESCAMBIA COUNTY 221 PALAFOX PL STE 140 PENSACOLA FL 32502-5833 DUNS: 075079673 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: Jason Strenth Phone: (352) 338-9559 Email: jason.strenth@fl.usda.gov	Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@OH.USDA.GOV	Name: Mariana C. Correa Phone: 850-595-3440 Email: mccorrea@myescambia.com	Name: Mariana C. Correa Phone: 850-595-3440 Email: mccorrea@myescambia.com

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: Chris Curb Phone: 850-554-3038 Email: cacurb@myescambia.com

Verified By: D. Allen
Date: 8/23/18

15. Project Title/ Description: Escambia County Hurricane Harvey EWP - Grade Stabilization

6000004368

16. Entity Type: 01 = County government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$646,929.90	$190,273.50
Additional funds total	$0.00	$0.00
Grand total	$646,929.90	$190,273.50

18. Approved Budget			
Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$570,820.50	Other	$76,109.40
Total Direct Cost	$646,929.90	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$190,273.50
		Total Federal Funds Awarded	$646,929.90
		Total Approved Budget	$837,203.40

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
RUSSELL MORGAN State Conservationist	Russell Morgan	8-30-18
Name and Title of Authorized Recipient Representative	Signature	Date
Jack R. Brown County Administrator	Jack R. Brown	8/21/18

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PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

BCC Approved 08-16-2018

Approved as to form and legal sufficiency.
By/Title:
Date: 7/30/18

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Escambia County Board of County Commissioners, hereinafter referred to as the "Sponsor", for EWP Project # 5073 (Hurricane Harvey) in Escambia County, Florida for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

DSR No. ESC-HAR-001 – Grade Stabilization of Motley Court Gully = $761,094

Total Estimated Construction Cost = $761,094

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: $837,203.40

The budget includes:

Financial Assistance (FA) Costs:
Construction Costs (75% NRCS $570,820.50 + 25% Sponsor $190,273.50): $761,094

Technical Assistance (TA) Costs:
100% NRCS (10.0% of total construction cost): $76,109.40

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 10.0 percent of the total construction cost for design services, contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in

writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.

4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.

5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

11. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

12. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

13. Any costs (construction or technical and administrative services) incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.

18. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining land rights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.

19. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.

20. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles that comply with NRCS programmatic principles and design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida (Not required for debris removal only sites). A copy of the signed and seal plans and specifications shall be provided to NRCS.

21. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

22. Provide construction inspection in accordance with the QAP.

23. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable (Not required for debris removal only sites) , prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

24. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

25. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

26. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

27. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

28. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Government Representative (GR). Provide NRCS Program/Technical Contact and GR progress reports every 2 weeks after execution of the agreement. Progress reports should include work accomplished for the period, technical on-site inspections, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

29. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

30. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a Professional Engineer (PE) certification that the Project was installed in accordance with approved plans and specifications. For debris removal only sites, certification does not need to be from a PE.

31. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact. For debris removal only sites, as-built drawings do not need to be certified by a PE.

32. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Payments can be requested as frequently as monthly. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

33. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

34. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

35. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

36. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of

Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

37. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

38. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

39. Submit requests for a time extension to the agreement (if necessary) in writing no less than forty-five (45) days prior to the expiration date of the agreement. Submit the written, signed request to the NRCS Program/Technical Contact.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer (if applicable), including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan (if applicable).
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction signed by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 45 days of completion of construction.

Resources Required

No resources other than funding.

Milestones

Milestones shall include, but not limited to, the following items:

1. Pre-design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtain permits.
5. Complete any necessary surveys.
6. Complete draft engineering plans and specifications for NRCS review.
7. Complete final engineering plans and specifications.
8. Complete quality assurance plan and operation and maintenance plan (if applicable).
9. Solicit bids.
10. Award contract.
11. Manage construction contract and provide quality assurance as described in the QAP.
12. Provide final inspection.
13. Complete as-built drawings.
14. Submit final payment.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S. C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following: The length of additional time required to complete the project and a justification for the extension A summary of progress to date An estimate of funds expected to remain unobligated on the scheduled expiration date A projected timetable to complete the portions of the project for which the extension is being requested Signature of the grantee and the project director A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number ____, at the close of the quarter ending ____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of $_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule Report Due Date October 1 to December 31 January 31 January 1 to March 31 April 30 April 1 to June 30 July 31 July 1 to September 30 October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

• "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties

will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

QUALITY ASSURANCE PLAN
Emergency Watershed Protection Program
Motley Court Gulley Improvements Project
Escambia County, Florida

The Quality Assurance Plan (QAP) outlines the responsibilities of the Escambia County to ensure that the works of improvement are installed in accordance with the plans and specifications. Escambia County will designate a person to fulfill the inspection responsibilities.

I. ITEMS OF WORK TO BE INSPECTED

The work to be accomplished under this contract consists of clearing and grubbing, excavation, earth-fill, installing drainage inlets and outlets, structure removal, placing concrete, installing sand cement bag riprap, and vegetative measures.

The intensity of the inspection of these items will vary from periodic to continuous. The intensity of the inspection will depend on the complexity of the work item and what the damaging results would be should that portion of the installation fail.

The timing and intensity of the required inspection is shown in Table 1. Support personnel should be provided as needed to assist the assigned inspector.

Other type work items may be encountered during construction. The intensity of the inspection will be determined by the Inspector or Engineer.

A. Clearing and Grubbing

Very limited inspection will be required on clearing and grubbing. The inspector will check the site to verify that the item was completed in accordance with the plan and specifications.

B. Excavating and/or Backfilling

Excavating and/or backfilling operations will require periodic inspection. The inspector shall be on-site in situations where the excavation or backfill is set to a grade that is critical for the installation of structural measures. The inspector shall be on-site to ensure that unsuitable foundation material is removed prior to installation of pipes and inlets. The inspector shall be on-site to ensure the earth-fill is of suitable material and to make sure the earth-fill has sufficient moisture content and is compacted in accordance with the plans and specifications.

Compaction tests shall be performed for those items where the Class “A” compaction is suspect. However, compaction tests will be required for each stilling basin concrete apron (minimum of one per basin). The test shall be performed by a testing lab approved by the engineer.

The inspector shall ensure final earth-fill elevations in the asphalt removal area does not divert storm runoff from its present route.

The quantity of earth-fill material will not be measured.

C. Pipe

The inspector shall check the quality of pipe materials prior to installation to

ensure it meets the plans and specifications. Special care should be used in checking the material, length of pipe, pipe gage, coating, and diameter.

Continuous inspection will be required when the pipe inverts are set so that the system will function properly. Continuous inspection will be required while laying the pipe, installing connecting bands and gaskets, and backfilling around the pipe. It is critical the pipe is bedded properly and backfill operations are performed in a manner to not lift the pipe off its bedding.

D. Concrete Inlets

The inspector shall obtain shop drawings for each inlet, check the drawings, and then forward a checked copy to the engineer for review and approval prior to its installation.

The inspection effort will be to verify the inlet is the correct size, grate material, and the pipe opening and slot is located at the correct elevation and orientation.

The inspector shall check that the pipe is properly grouted into the inlet such that leakage will not occur.

The inspector shall check that, if a skimmer is required, it is installed according to the plans.

Inspect and check the elevation of the subbase of the inlets before they are installed.

E. Concrete

The inspector shall inspect all necessary forms prior to placement of concrete to ensure planned grades are met. Continuous inspection will be required during placement of all concrete to ensure allowed delivery times are not exceeded and concrete slump meets specifications.

The quantity of concrete will be computed to the neat lines and grades as planned.

F. Geotextiles

This item includes filter fabrics, high performance turf management systems, and geotextile fabric as specified in the contract documents. The inspection effort for this item will be to ensure proper material and installation of the geotextile. The inspector will need to check the geotextile to ensure that the type specified is installed. The inspector will record the type, weight, and manufacturer of the geotextile. The inspector will determine and stake the area to be covered by the geotextile.

The quantity of geotextile will not be measured.

G. Structure Removal

Inspection effort required will be to verify the inlets, pipe, and concrete are removed from the designated areas. Inspection will also be required to verify the existing fish cleaning table and appurtenances within the work area is removed and re-installed according to the specification. The engineer will consult with the

landowner on where it will be installed.

H. Rip-Rap Installation

Periodic inspection will be required to ensure that rip rap placement is completed in the prescribed locations in reasonable conformance to design line and grade. Inspection will be necessary to verify depths of rip rap and that underlying geotextile fabric is in place.

The inspector shall check that the rip-rap is installed according to the details in the plans.

I. Vegetative Measures

Periodic inspection will be required on all areas to be vegetated. The inspector will need to stake all areas to be vegetated and the type of vegetative requirement at each area. Inspection will require that the sod be checked as to the quality and type specified. The quantity and type of seed, fertilizer and lime will be verified by the inspector. Vegetated areas will be measured and the inspector will need to compute quantities.

Table 1

Item	Inspector	Engineer
Clearing and Grubbing	P/F	-
Earth-fill / Excavation	P	P/F
Pipe Installation	C	-
Concrete Inlets	C	P/F
Concrete	C	P/F
Geotextile	C	P
Structure Removal	P	P/F
Rip-Rap Installation	C	F
Vegetative Measures	C	F

Legend: C - Continuous
P - Periodic
F - Final

II. INSPECTOR SKILLS NEEDED TO PERFORM THE REQUIRED INSPECTIONS

A. Ability to manage an inspection program effectively.

B. Must understand the design concepts of the job to ensure that it is installed properly and functions properly.

C. Must be familiar with quality assurance and inspection needed for installation of earth-fill, concrete inlets, pipes, geotextiles and other materials used in the work.

D. Ability to establish and maintain effective working relationships and clear communications with the contractor and others involved or affected by the project.

E. Thorough understanding of all contract provisions.

F. Ability to recognize potential safety hazards and take the necessary actions to avoid them to the extent possible.

G. Ability to anticipate potential conflicts of work activities with existing utilities and fixed improvements and to take the necessary actions to resolve them in the most efficient manner.

H. Ability to administer contract to include preparation of contract modifications and pay estimates on a timely basis.

III. STAFF NEEDED TO PERFORM REQUIRED INSPECTIONS

One Inspector shall be available to inspect the construction progress at critical points during construction as shown in Table 1. The Inspector will ensure overall compliance with plans and specifications and recommend needed modifications

The Inspector will be needed for the duration of the contract. In addition, one additional person will be needed to be on call to fill in if the Inspector is absent from work.

The Escambia County Engineer will periodically check on construction and review all requested modifications.

IV. TESTING EQUIPMENT AND FACILITIES NEEDED

No testing equipment nor facilities will be needed by the Inspector. Concrete slump tests, concrete temperature, and required compaction tests will be performed by the contractor.

Compaction test will be performed by a testing lab approved by the engineer.

The inspector will need equipment such as a survey level, rod, and measuring tape to check the contractors work.

V. NAMES OF QUALIFIED PERSONNEL

Escambia County will be responsible for assigning a qualified person to inspect the construction of the works of improvement

Escambia County will provide a project engineer to make reviews by visiting the work site and/or by verbal communications with the Inspector to assist on problems that may develop requiring changes in the design and to gain familiarity in case of contractual problems with the contractor. DRMP will represent Escambia County.

VI. DOCUMENTATION AND REPORTS TO BE PREPARED

A daily job diary shall be kept by the Inspector and entries shall be made daily for the duration of the contract.

Survey notes documenting the installation and measurements shall be recorded in a bound field book. Quantity computations for all materials shall be recorded including measurements. The computations shall be checked and initialed by a second person.

Photos and/or slides shall be taken throughout the term of the contract. Photos shall be a size of 3" x 5".

Color slides are the preferred documentation. The photos and/or slides retained shall be logged clearly identifying the job and what the picture is about. The log and photos and/or slides shall be submitted along with the as-builts.

At the completion of the job, the Inspector shall furnish to the Escambia County Engineer a certification that the job was installed as planned and meets all specifications. The engineer shall also furnish a set of record drawings and a list of the items installed along with the final installed quantity of each. The engineering drawings shall be kept up to date during construction and the final record drawings shall be checked by the Escambia County project engineer.

The above listed documentation shall be completed and mailed to the Escambia County Engineer within 10 work days of the completion of the work.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15650 **County Administrator's Report 10. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Contract Renewal for Pharmaceutical Supplies for Escambia County
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Renewal for Pharmaceutical Supplies for Escambia County - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2, Term of the Agreement, Relating to Pharmaceutical Supplies with Bound Tree Medical, LLC, per PD 14-15.084, Pharmaceutical Supplies for Escambia County, retroactive to January 7, 2019. The original Agreement was approved by the Board on January 7, 2016.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 55201, Operating Supplies]

BACKGROUND:

The Invitation to Bid PD 14-15084 Pharmaceutical Supplies for Escambia County was advertised in the Pensacola News Journal on August 17, 2015 per the Purchasing Policy for utilization of Cooperative Purchase Agreements- PP120. One bid and one "no-bid" were received on September 16, 2016 for the multiple award Contract for the purchase of Pharmaceutical Supplies for Escambia County.

BUDGETARY IMPACT:

Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 55201, Operating Supplies

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:

The Office of Purchasing will issue renewal documents.

Attachments

Original Signed Agreement

AGREEMENT FOR PHARMACEUTICAL SUPPLIES PD 14-15.084

THIS AGREEMENT is made this 7th day of January, 2016, 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 Bound Tree Medical, LLC (hereinafter referred to as "Contractor"), a foreign for profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 31-1739487 and whose principal address is 5000 Tuttle Crossing Boulevard, Dublin, OH 43016.

WITNESSETH:

WHEREAS, on August 17, 2015, the County issued an Invitation to Bid (PD 14-15.084) seeking vendors to provide pharmaceutical supplies; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of providing such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed by the parties hereto and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year periods for a total of five (5) years.

After all options to renew have been exhausted and it is determined that interim performance is required, the County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last term. The total duration of this Agreement shall not exceed the duration of 5.5 years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bid for Pharmaceutical Supplies, Specification No. P.D. 14-15.084, 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. The items specified on the bid form are sample items, and the bid form is not intended to serve as an inclusive listing of all items available for purchase under the subject agreement.

4. Compensation. County shall pay Contractor for items in accordance with the Contractor's Bid Form, dated September 14, 2015, attached hereto as **Exhibit "B"**. Items that are not listed on the bid form shall be available at the currently published Bound Tree Medical Emergency Medical Product Catalog list price less any applicable discount.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

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 items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated by County immediately for cause or for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of

which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) 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.

(c) 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.

(d) 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.

(e) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 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.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Bound Tree Medical, LLC	To: Escambia County
Attention: Jeffery Prestell	Attention: County Administrator
5000 Tuttle Creek Crossing Blvd.	221 Palafox Place, Suite 420
Dublin, OH 43016	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.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. 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.

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, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

17. 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.

18. 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.

19. 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

By: _____
Grover C. Robinson, IV, Chairman

Date: 2/16/2016

BCC Approved: 01-07-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

CONTRACTOR: BOUND TREE MEDICAL, LLC

By: _____
Jeffery Prestell, President

Witness Manager Bids & Contracts

Christopher Fuller
Witness Pricing Analyst, Bids & Contracts

Date: 1/29/2016

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/7/15

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY
SPECIFICATION PD 14-15.084

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)
- BALANCE OF LINE (BOL) ITEMS ITEMS IF OFFERED

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
  OCCUPATIONAL LICENSE
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE
PAYMENT AND PERFORMANCE BONDS

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE **"REASON FOR NO BID"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY

SPECIFICATION NUMBER PD 14-15.084
BIDS WILL BE RECEIVED UNTIL: 2:00p.m., CDT, Wednesday, September 16, 2015
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805
Website: myescambia.com
Email: joe_pillitary@co.escambia.fl.us

Technical Assistance:
Tamika Williams
Business Operations Manager
Public Safety
6575 N. "W" Street
Pensacola, FL 32505
Tel: (850) 471-6400
Fax: (850) 471-6455
Email: tlwilliams@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY
PD 14-15.084

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Joe Pillitary, CPPO, 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 No: (850)595-4878 Fax No: (850) 595-4805

Invitation to Bid

PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY
SOLICITATION NUMBER: PD 14-15.084

SOLICITATION

MAILING DATE: Monday, August 17, 2015
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00p.m., CDT on Wednesday, September 16, 2015 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By_____
Signature of Person Authorized to Sign — Date

ATTEST:_____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST:_____
Witness — Date

ATTEST:_____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By_____
County Administrator — Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date_____

Effective Date_____

BID FORM

Specification Number PD 14-15.084

PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY

Date:_____

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Pharmaceutical Supplies for Escambia County** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DRUGS			**EXTENDED LINE ITEM TOTAL**
Adenosine 6mg/2ml vial	522	Each	_____
Albuternol Sulfate 2.5mg premix with saline 3ml packaging	4300	Each	_____
Aspirin Children's 81mg 36 count	370	Each	_____
Atropine Sulfate 1 mg / Bristo Jet Packaging	1240	Each	_____
Sterile Bacteriostatic Saline in 30cc vial	11000	Each	_____
Benedryl 50mg injectable / Packaging Ampoule/Vial	392	Each	_____
Carpuject Holder	500	Each	_____
Dextrose 50% 25Gm / Bristo Jet Packaging	1700	Each	_____
Dopamine 200mg vial	126	Each	_____
Epinephrine 1:10,000 1 mg. / Bristo Jet Packaging	1500	Each	_____
Epinephrine 1:1000 1 mg. ampoule packaging	1700	Each	_____
Glucagon 1 mg vial with mixing solution	230	Each	_____
Lasix 40mg vial	780	Each	_____
Lidocaine 100mg / bristo Jet Packaging	638	Each	_____
Lidocaine Drip Premix 2GM in D5W must be in Plastic 500cc bag	200	Each	_____
Etomidate 40mg Vial NDC#55390-763-20	350	Each	_____
Narcan multi dose vial 4mg per vial	350	Each	_____
Nitrostat 1/150gr 25/bottle	660	Each	_____
Zofran/Ondansetro 2mg/ml	600	Each	_____
Succinylcholine 200mg Vial NDC #0409-6629-02	350	Each	_____
Vasopressin 20 units/1ml in 1ml multi dose vial	300	Each	_____
Morphine Sulfate 10 mg ampoule/vial	600	Each	_____
Zemurom 10mg Vial NDC# 0052-0450-10	75	Each	_____

Are Balance of Line Items included with your Bid Response? YES_____ NO_____ $ _____
GRAND TOTAL

Discount for "Balance of Line" (BOL) Items offered by the Contractor as a Percentage off of the Contractor's Currently Published Retail Price List: Must be in excess of 25% per page 5 of the bid form:

Approximate delivery time required after receipt of Purchase Order: _____ week(s)

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_____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes____No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes____No_____.

County Permits/Fees required for this project:

Permit	Cost
N/A	

Bidder:_____

By:_____

Signature:_____

Title:_____

Address:_____

_____

Person to contact concerning this bid:

_____

Phone/Toll Free/Fax #_____

_____

E-Mail Address:_____

Home Page Address:_____

Person to contact for emergency service:

_____

Phone/Cell/Pager #:_____

_____

Person to contact for disaster service:

_____

Home Address:_____

_____

Home Phone/Cell/Pager #:_____

_____

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of **$1,000.**

BOTTOM OF LINE (BOL)

This solicitation may offer a balance of line for Pharmaceutical Supplies for Escambia County. Pricing for BOL items will be determined by a percentage discount off of the supplier's retail price list. This pricing percentage discount offered must be greater than 25%, and must be entered on the BOL Statement located on Page 4 of Bid Form of this Invitation to Bid. The BOL Statement Sheet shall be completed and detailed product information in Excel format shall be submitted with your bid, if items are to be offered. For the purposes of this ITB, detailed product information shall contain all of the information required of the line-item products including the Item Description, Manufacturer, Brand Name, Item Retail Price, (Your) Bid Price, Number of Items per Case and FDA 510(k) or US DOT certification number. BOL items and discounts shall not be considered as part of the basis for award. Escambia County, FL reserves the right to accept or reject any or all balance of line items offered, if determined to be in the best interest of the County. Furthermore, bidder shall not include as BOL items any of the items awarded that are listed on the bid price page section of this ITB. Eligible users may purchase off of the BOL, or may competitively bid any BOL item without Contract Exception. County agencies shall not purchase a BOL item which was awarded as an item of bid to another vendor on this contract.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation **(Please Circle One)** Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____ Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 12/21/01)

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.084, "Pharmaceutical Supplies for Escambia County", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850) 595-4878, Fax (850) 595-4805. Technical questions may be directed to Tamika Williams, (850) 471-6425, Fax (850) 471-6455 no later than 5:00p.m., CDT, September 10, 2015.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.
The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **F.O.B. Point**

Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County and not to exceed fourteen (14) calendar days.

6. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

Contract Information

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.

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 twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

8. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

9. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract,

including the exercise of all options, shall not exceed 3.5 years.

10. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

14. **Termination**

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.
The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than $1000.00 per individual transaction.
The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid 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**

Award shall be made on an "all-or-none total" basis the lowest total of Twenty (20) sample bid items on the form. Indefinite quantity, indefinite delivery contracts and multiple awards may be considered.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

22. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.
It is understood by all 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.

23. **Piggybacking off Other Entities Contracts**

Will not be used without a formal solicitation completed by the Office of Purchasing unless the requirement is waived by the County Administrator.
For purchases utilizing State of Florida Term Contracts meeting the mandatory bid threshold amount of $50,000, other than vehicle and equipment purchases, the provisions of PP-120 "Piggyback" Purchases will apply.
The requirement for solicitation of quotations shall apply to purchases that are below the $50,000 formal bid threshold, established by the County Purchasing Ordinance

Non-Contract Insurance Requirements

24. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General 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 policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

The General Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.) Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the 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 Pillitary, CPPO, CPPB
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Bound Tree medical

ESCAMBIA COUNTY FLORIDA

PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY

BID# PD 14-15.084

DUE – SEPTEMBER 16, 2015 2:00PM

BoundTree medical

Making Precious Minutes Count™

September 14, 2015

Escambia County Florida
Joe Pillitary, CPPO, CPPB
Office of Purchasing 2nd Floor, Room 11.101
213 Parafox Place
Pensacola, FL 32502

Dear Joe Pillitary:

Bound Tree Medical is pleased to offer the enclosed proposal for Escambia County Florida. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following;

- Escambia Bid Document
  - BID #PD 14-15.084
  - Includes Addendum #1
- Escambia Item Listing
- BTM Item Listing
- Percentage off Item Listing
- Percentage off Exclusion Letter
- BTM Pharmaceutical Increase Policy
- Disaster Program Information
- BTM University
- References
- Customer Service Information
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

Jud Greene
Account Manager
205.789.9854
Jud.Greene@boundtree.com

Chris Fyffe
Pricing Analyst, Bids/Contracts
800.533.0523 x5374
Christopher.Fyffe@boundtree.com

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY
SPECIFICATION PD 14-15.084

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)
- BALANCE OF LINE (BOL) ITEMS ITEMS IF OFFERED

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
  OCCUPATIONAL LICENSE
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE
PAYMENT AND PERFORMANCE BONDS

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY

SPECIFICATION NUMBER PD 14-15.084
BIDS WILL BE RECEIVED UNTIL: 2:00p.m., CDT, Wednesday, September 16, 2015
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805
Website: myescambia.com
Email: joe_pillitary@co.escambia.fl.us

Technical Assistance:
Tamika Williams
Business Operations Manager
Public Safety
6575 N. "W" Street
Pensacola, FL 32505
Tel: (850) 471-6400
Fax: (850) 471-6455
Email: tlwilliams@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY
PD 14-15.084

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Joe Pillitary, CPPO, 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 No: (850)595-4878 Fax No: (850) 595-4805

Invitation to Bid

PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY
SOLICITATION NUMBER: PD 14-15.084

SOLICITATION

MAILING DATE: Monday, August 17, 2015
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00p.m., CDT on Wednesday, September 16, 2015 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 31-1739487

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE 2-3* **DAYS AFTER RECIEPT OF PURCHASE ORDER.**
Delivery is based on in stock items

VENDOR NAME: Bound Tree Medical, LLC

ADDRESS: 5000 Tuttle Crossing Blvd

CITY, ST. & ZIP: Dublin, OH 43016

PHONE NO.: (800) 533.0523

TOLL FREE NO.: (800) 533.0523

FAX NO.: (877) 311.2437

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000

I certify that this offer is made without prior understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final acceptance of the offeror.

Shawn Saylor - Controller
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____
Signature of Person Authorized to Sign — Date

ATTEST _____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST _____
Witness — Date

ATTEST _____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
County Administrator — Date

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

BID FORM

Specification Number PD 14-15.084

PHARMACEUTICAL SUPPLIES FOR ESCAMBIA COUNTY

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 9/14/2015

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Pharmaceutical Supplies for Escambia County as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DRUGS			EXTENDED LINE ITEM TOTAL
Adenosine 6mg/2ml vial	522	Each	$2,239.38
Albuternol Sulfate 2.5mg premix with saline 3ml packaging	4300	Each	$617.48
Aspirin Children's 81mg 36 count	370	Each	$292.30
Atropine Sulfate 1 mg / Bristo Jet Packaging	1240	Each	$14,867.60
Sterile Bacteriostatic Saline in 30cc vial	11000	Each	$12,760.00
Benedryl 50mg injectable / Packaging Ampoule/Vial	392	Each	$466.48
Carpuject Holder	500	Each	$10.00
Dextrose 50% 25Gm / Bristo Jet Packaging	1700	Each	$22,083.00
Dopamine 200mg vial	126	Each	$326.34
Epinephrine 1:10,000 1 mg. / Bristo Jet Packaging	1500	Each	$9,885.00
Epinephrine 1:1000 1 mg. ampoule packaging	1700	Each	$4,743.00
Glucagon 1 mg vial with mixing solution	230	Each	$68,770.00
Lasix 40mg vial	780	Each	$3,892.20
Lidocaine 100mg / bristo Jet Packaging	638	Each	$2,354.22
Lidocaine Drip Premix 2GM in D5W must be in Plastic 500cc bag	200	Each	$970.00
Etomidate 40mg Vial NDC#55390-763-20	350	Each	$3,591.00
Narcan multi dose vial 4mg per vial	350	Each	$46,900.00
Nitrostat 1/150gr 25/bottle	660	Each	$11,544.00
Zofran/Ondansetro 2mg/ml	600	Each	$1,974.00
Succinylcholine 200mg Vial NDC #0409-6629-02	350	Each	$8,046.50
Vasopressin 20 units/1ml in 1ml multi dose vial	300	Each	$44,700.00
Morphine Sulfate 10 mg ampoule/vial	600	Each	$5,395.20
Zemurom 10mg Vial NDC# 0052-0450-10	75	Each	$644.25

Are Balance of Line Items included with your Bid Response? YES X NO ____ $ 267,079.95 GRAND TOTAL

Discount for "Balance of Line" (BOL) Items offered by the Contractor as a Percentage off of the Contractor's Currently Published Retail Price List: Must be in excess of 25% per page 5 of the bid form: 26% off Pharmaceutical* Please see attached exclusion letter

Approximate delivery time required after receipt of Purchase Order: 2-3 days For in stock items week(s)

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

	Cust Description	BT Item	BT Description	Vendor Name	Cust UM	Selling U/M
1	Adenosine 6mg/2ml vial	25021-301-02	Adenosine 6Mg, 2Ml Vial 10Ea/Bx	SAGENT PHARMACEUTICALS, INC.	EA	1/EA
2	Albuterol Sulfate 2.5mg premix with saline 3ml packaging	9501-25	Albuterol 0.083% 2.5Mg/3Ml 25Vials/Bx	NEPHRON PHARMACEUTICALS CORP	EA	25/BX
3	Aspirin Children's 81mg 36 count	911316	Aspirin 81Mg Chewable, Orange Flavor 36/Bottle	GERI-CARE	EA	36/BT
4	Atropine Sulfate 1 mg / Bristo Jet Packaging	371008	Atropine 1Mg 10Ml Luer Jet 1008B 10Ea/Pk	IMS LIMITED	EA	1/EA
5	Sterile Bacteriostatic Saline in 30cc vial	607045	Sodium Chloride 0.9% 30 Ml Plastic Flip-Top Multi-Dose Vial, Bacteriostatic 2113 25/Pk	HOSPIRA WORLDWIDE, INC	EA	1/EA
6	Benedryl 50mg injectable / Packaging Ampoule/Vial	0376-25	Diphenhydramine 50Mg/Ml 1Ml Sdv 2035 - Benadryl 25 Vials/Pk	WEST-WARD PHARMACEUTICAL CORP.	EA	1/EA
7	Carpuject Holder	D250	Carpuject Holder 2024	HOSPIRA WORLDWIDE, INC	EA	1/EA
8	Dextrose 50% 25Gm / Bristo Jet Packaging	0074490201	Dextrose 50% 25Gm 50Ml Lifeshield Syringe 1013A	HOSPIRA WORLDWIDE, INC	EA	1/EA
9	Dopamine 200mg vial	0074581901	Dopamine 200Mg 5Ml Vial 2040 25Ea/Bx	HOSPIRA WORLDWIDE, INC	EA	1/EA
10	Epinephrine 1:10,000 1 mg. / Bristo Jet Packaging	374921	Epinephrine 1:10000 1 Mg 10 Ml Lifeshield Syringe 1019A	HOSPIRA WORLDWIDE, INC	EA	1/EA
11	Epinephrine 1:1000 1 mg. ampoule packaging	0841142035	Epinephrine 1:1000 1Mg 1Ml Ampule 2043	HOSPIRA WORLDWIDE, INC	EA	1/EA
12	Glucagon 1 mg vial with mixing solution	000002145001	Glucagon 1Mg Lilly Kit Red Box 2050A	CARDINAL HEALTH RX	EA	1/EA
13	Lasix 40mg vial	6102-04	Furosemide 40Mg 4Ml Sdv 2048	HOSPIRA WORLDWIDE, INC	EA	1/EA
14	Lidocaine 100mg / bristo Jet Packaging	374904	Lidocaine 2% 100Mg 5Ml Lifeshield Syringe 1026A	HOSPIRA WORLDWIDE, INC	EA	1/EA
15	Lidocaine Drip Premix 2GM in D5W must be in Plastic 500cc Bag	5876	Lidocaine 2Gm/D5w 500Ml Bag, 24Ea/Cs	B. BRAUN MEDICAL, INC	EA	1/EA
16	Etomidate 40mg Vial NDC#55390-763-20	6695-02	Amidate (Etomidate) 40Mg, 20Ml Vial	HOSPIRA WORLDWIDE, INC	EA	1/EA
17	Narcan multi dose vial 4mg per vial	371219	Naloxone 4Mg 10Ml Vial 2084	HOSPIRA WORLDWIDE, INC	EA	1/EA
18	Nitrostat 1/150gr 25/bottle	0418-13	Nitrostat 0.4Mg Tabs Sl 25/Bt 4Bt/Bx	CARDINAL HEALTH RX	EA	25/BT
19	Zofran/Ondansetro 2mg/ml	4759-01	Ondansetron 2Mg/Ml, 20Ml Vial	HOSPIRA WORLDWIDE, INC	EA	1/EA
20	Succinylcholine 200mg Vial NDC #0409-6629-02	375204	Quelicin 200Mg 10Ml Vial*Refrigeration Required*	HOSPIRA WORLDWIDE, INC	EA	1/EA
21	Vasopressin 20 units/1ml in 1ml multi dose vial	0164-25	Vasostrict 20 Unit, 1Ml Vial *Refrigerate * 25Ea/Pk	CAPITAL WHOLESALE DRUG	EA	1/EA
22	Morphine Sulfate 10 mg ampoule/vial	3815-12	C2 Morphine 1Mg/Ml 10Ml Vial 5/Bx	HOSPIRA WORLDWIDE, INC	EA	5/BX
23	Zemurom 10mg Vial NDC# 0052-0450-10	9558-10	Rocuronium 10 Mg/Ml, 10 Ml Vial *Refrigerate*	HOSPIRA WORLDWIDE, INC	EA	1/EA

Bound Tree medical

Making Precious Minutes Count...™

To Whom It May Concern, 9/4/2015

In response to your request, Bound Tree Medical is pleased to offer 28% off of the list prices, as well as the specific discounts below from the currently published Bound Tree Medical Emergency Medical Product catalog. As well as 26% off of Pharmaceuticals and IV Solutions as listed on our site www.boundtree.com.

% off Printed Catalog Only		
Standard Catalog Discount- 28%		Monitoring and Diagnostic products- 38%
Covidien Electrodes-53%		Intubation Stylettes Only- 35% *Sun Med Brand Only 50%
Smith's IV Catheters -50%		Suction Products- 35% *Laeradal brand only-25%
Disposable Cervical Collars- 47%		Patient Transport & Handling-32%
Ambu Resuscitation products-40%		Ferno (Excludes Cots, Stair Chairs, Backboards & Stretchers)-26%

% off Website Only		
Pharmaceuticals -26%*		IV Solutions -26%*

*Pharmaceutical and IV Solution pricing will be offered off of the website list price.

In order to provide a percentage off list discount, it is necessary for Bound Tree to exclude certain product categories or manufacturer products. This is largely due to the cost variability of these items as a result of market demand and raw material costs. Products excluded from the percentage off offer include the following:

Manufacturers Excluded		Product Categories Excluded
Abbott		Backboards
CAS		Gloves
Engel		Hot and Cold Packs
Ferno		King Tubes (not kits) and Airways
Junkin Safety		King Vision
Laerdal (Manikins & AHA)		Preventative Maintenance
Nasco		Recertified Equipment
Philips (Equipment)		Rescue Buddies (Charitable item)
Simulaids		Service Contracts
TSG		Thermal Angel
UCAPIT		
Z-Medical (Quik-Clot)		

We are pleased to provide you with a competitive offer for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

Christopher Fyffe

Pricing Analyst, Bids & Contracts

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16135 **County Administrator's Report 10. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Contract Award for HOME/SHIP Substantial Reconstruction for 1809 W. Bobe Street
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for HOME/SHIP Substantial Rehabilitation/Reconstruction, for 1809 West Bobe Street - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman or Vice Chairman to sign the Agreement between Escambia County, Florida, Bill Walther Construction, Inc., and Mattie L. Price, homeowner, per the terms and conditions of PD 18-19.036, HOME/SHIP Substantial Rehabilitation/Reconstruction for 1809 West Bobe Street, in the total amount of $115,350 (Base bid of $113,500 plus alternate #1 of $1000 and alternate #2 of $850).

[Funding: Fund 147, 2013 HOME HUD Consortium; Cost Center 370265, 2013 HUD Consortium; Object Code 58301, Other Grants and Aids ($58,805.84);

Fund 147 2014 HOME HUD Consortium; Cost Center 370266, 2014 HUD Consortium; Object Code 58301, Other Grants and Aids ($31,544.16); and

Fund 120, 2018 SHIP Grant Admin; Cost Center 370205, SHIP 2018 Grant Admin; Object Code 58301, Grants and Other Aids ($25,000)]

BACKGROUND:

An Invitation to Bid for project PD 18-19.036, HOME/SHIP Substantial Reconstruction for 1809 W. Bobe Street was advertised in the Pensacola News Journal on March 25, 2019, and was sent to 99 registrants in Vendor Registry. A non-mandatory pre-solicitation conferences was held on April 09, 2019, and was attended by three firms. Bids were received from four firms on April 24, 2019, with

Bill Walther Construction, Inc. being the lowest, most responsive bidder.

Escambia County receives an allocation of HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). HOME funds may only be used for housing activities such as housing rehabilitation, homebuyer assistance, new constructions of rental or homebuyer housing, or tenant-based rental assistance, and must serve households that are at or below 80% of the area median income. During the HUD annual planning process, the County has allocated a portion of its HOME funding for substantial rehabilitation/reconstruction of owner-occupied housing. Income-eligible owner-occupants that cannot be assisted with moderate repairs under the Community Development Block Grant (CDBG) program or minor repairs under the State Housing Initiatives Partnership (SHIP) program are assisted under the HOME program to bring the house up to code through either a demolition/reconstruction, or a substantial rehabilitation of the housing unit. Homeowners will have a mortgage and note placed on the property according to program terms and must continue to occupy the property as their principle residence, keep taxes current, and maintain property insurance. The County is in a first mortgage position for all HOME substantial rehabilitation/reconstruction projects.

HOME funds also require a non-federal match, which is achieved utilizing SHIP Program funds as outlined in the most recent SHIP Local Housing Assistance Plan (LHAP), which was approved by the Board on May 05, 2016.

BUDGETARY IMPACT:

Funding: Fund 147, 2013 HOME HUD Consortium; Cost Center 370265, 2013 HUD Consortium; Object Code 58301, Other Grants and Aids ($58,805.84); and Fund 147 2014 HOME HUD Consortium; Cost Center 370266, 2014 HUD Consortium; Object Code 58301, Other Grants and Aids ($31,544.16); and Fund 120, 2018 SHIP Grant Admin; Cost Center 370205, SHIP 2018 Grant Admin; Object Code 58301, Grants and Other Aids ($25,000)

LEGAL CONSIDERATIONS/SIGN-OFF:

The Construction Agreement has been reviewed and approved by Kristin 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.

The project and agreement are in compliance with the HUD Annual Action Plan and the SHIP LHAP, and the property owner meets all eligibility guidelines for assistance under these programs.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and the Purchase Order. NED will have administrative oversight of the project.

Attachments

Solicitation
Bid Tab Recommendation to Award
Agreement with Exhibits

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

HOME/SHIP SUBSTANTIAL RECONSTRUCTION FOR 1809 WEST BOBE STREET
SPECIFICATION NUMBER PD 18-19.036

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, April 24, 2019
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 **10:30 AM CDT, April 09, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

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 ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

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
HOME/SHIP Substantial Reconstruction for 1809 West Bobe Street
SPECIFICATION PD 18-19.036

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.
- Bid Surety (bond, check, etc.)

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.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Public Records Exemption of Building Plans

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

HOME/SHIP Substantial Reconstruction for 1809 West Bobe Street
PD 18-19.036

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 *	1
Public Records Exemption of Building Plans **	3
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	5
Drug-Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporate Identification **	10
List of General Terms and Conditions (Incorporated by Reference)	12
Special Terms and Conditions	16
Index of Documents (Incorporated by Reference and Revised as Indicated Within the Solicitation)	18
Exhibit H – Working Drawings	28
Exhibit I – Technical Specifications	29
Exhibit J – Onsite Sewage Treatment and Disposal System Approval	
Exhibit K – HUD Federal Compliance Packet	
Exhibit M – HOME SHIP Reconstruction Services Contract	
Exhibit N – Construction Change Order Form	
Exhibit O – Final Release and Warranty	

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

HOME/SHIP Substantial Reconstruction for 1809 West Bobe Street

Solicitation Number PD 18-19.036

Solicitation

MAILING DATE: 3/25/2019
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 10:30 AM CDT, April 09, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, April 24, 2019, 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 the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
_____

Delivery Date will be _____ days after receipt of purchase order

Terms of Payment See Special Terms & Conditions Section 12

Reason for No Offer
_____

Bid Bond Attached:
$_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

*** _____**
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid $_____

Bid Alternate Instructions – Bid Alternates are in no way to be combined, added to, or subtracted from the Base Bid amount shown above. Inclusion of alternate(s) in your Base Bid amount may cause your bid to be rejected.
Bid Alternate 1: Additive/Deductive cost of white cabinets for kitchen and baths in lieu of wood-stained cabinetry **Add or Deduct (circle one): Amount $_____**
Bid Alternate 2: Cost of installing 1" vinyl blinds (white) on all windows **Add: $_____**

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

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 # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **One Hundred Twenty (120) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Fifteen (15) consecutive calendar days** from the date of Substantial Completion. The work will be Fully Complete within **One Hundred Thirty-Five (135)** calendar days from Notice to Proceed. **Liquidated damages of $150.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

Re: **HOME/SHIP Substantial Reconstruction for 1809 West Bobe Street**

To the Escambia County Office of Purchasing

We recently sent you an Invitation to Bid on the above-mentioned specification.

We hereby acknowledge and certify that our company has returned with our bid, the CD and any copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of 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: _____
Vice President: _____
Director: _____
Other: _____

Secretary: _____
Treasurer: _____
Director: _____
Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to 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 18-19.036, "HOME/SHIP Substantial Reconstruction for 1809 West Bobe Street", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the

Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Overview

Demolition of existing single-family dwelling and construction of new single-family dwelling per attached plans and written specifications.

A. General Instructions to Bidders

Federal funds are being used to rehabilitate this property. The Federal Compliance Packet must be submitted prior to award of bid. Contractor may not be debarred from participating in Federal programs in order for bid to be awarded.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under "miscellaneous."
All work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

Escambia County will pay for recording of Notice of Commencement in public records. Energy Sheets will also be provided to the awarded contractor by the County Neighborhood Enterprise Division (NED) for pulling permits.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. A Notice to Proceed will be issued once the homeowner has vacated the property. The Contractor is not responsible for removal of Homeowner's trash and/or discarded belongings or furnishings. Items left within the unit become the property of the Contractor.

All materials and supplies shall be installed in accordance with the manufacturer's instructions, with all work completed in accordance with industry standards for new construction.

B. Contractor Requirements

The Contractor is responsible for temporary utilities (water and power) during the project and portable toilet. Contractor is also responsible for provision of permit/plan document box on site.

Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one-year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

For housing projects utilizing SHIP- or HUD-related programs, the awarded firm shall provide the following items to the Office of Purchasing, and the documents shall be current and on file with the proper departments, prior to the issuance of any Purchase Order .

1. Current W9 (less than one year old).
2. County Vendor Information sheet (less than one year old).
3. Worker's Compensation as required by State Law **OR** exemption form.
4. Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
5. Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All post-award correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be

returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be April 15, 2019 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror’s Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on April 09, 2019 at 10:30 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.

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such

additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of $150.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. Permitting Fee Information

A. Building Permit Fees

Contractor shall include costs for all permitting fees as required by the Escambia County Building Department for Demolition and New Construction. Estimated permitting fees for new construction ONLY is $1,032.00. Demolition permit fees are a separate cost. Contractor shall verify all permitting fees.

B. Health Department Permitting Fees (for projects with septic tanks):

The $550.00 permit fee for a new septic system has already been paid to the Health Department. Contractor will be responsible for payment of $100.00 septic tank abandonment permitting fee. Contractor shall verify all permitting fees.

12. Payment

Payment request should be submitted to NED on original invoice, with reference to client, address, and purchase order number. Up to five (5) draws may be requested, utilizing the following payment schedule:

- Draw 1: Demolition and Septic Tank Abandonment (if applicable) complete (permits, demolition)—5%
- Draw 2: Foundation Complete (permits, site work, footings, foundation)—10%
- Draw 3: Rough-In Complete (wall and roof framed and sheathed, subflooring (if applicable), interior walls framing, roof complete, siding complete, windows and exterior doors, rough mechanical, plumbing, electrical)—35%
- Draw 4: Substantial Completion. (Certificate of Occupancy)—40%

- Draw 5/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Alternately, the contractor may utilize the AIA Document G702/703 (Application and Certification for Payment) to submit up to five draws (including final) for the project. A ten percent (10%) retainage will be withheld from draws 1-4. Contractor must provide a description/schedule of work prior to initializing work.

Note that all permits related to the draw in question must be pulled and approved up to the current progress status prior to the requested draw. For example, the demolition permit must be pulled and approved by the building inspections department before payment will be released related to the demolition of the structure.

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

1. Completion of Write-Up
2. Certificate of Occupancy Received by Building Inspections
3. Inspections Approved by Health Department (if applicable)
4. Acceptance by the Homeowner (Homeowner's Release & Warranty)
5. Warranty Paperwork provided to NED [warranty paperwork should include all appliances, roofing, HVAC, fixtures, equipment and other materials provided on the project]
6. Premises free from all construction debris
7. Submission of Contractor's Final Affidavit
8. Surety's Consent to Final Payment (if applicable)

13. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of One (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

15. Drawings

A. **New Public Records Exemptions of Building Plans Florida Statutes Chapter**

119.07 www.leg.state.fl.us/statutes (To View Full Text of this Chapter)

Florida Statutes Chapter 119.07 has been amended as it relates to the inspection, examination and duplication of certain documents pertaining to County building construction.

Section 119.07(3)(b) provides the following:

1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. 1 of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

    a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

    b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or

    c. Upon a showing of good cause before a court of competent jurisdiction.

4. The entities or persons receiving such information shall maintain the exempt status of the information.

Therefore, all CD's and copies of CD's together with any reproductions of any of these documents shall be returned with your bid, together with a signed copy of the acknowledgement and certification letter contained in the bid form section of the solicitation.

B. Drawing A-1609, dated December, 2017 are included in this Solicitation.

16. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

17. Protection of Property/Security

The awarded Vendor shall provide all barricades and take all necessary precautions to

protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded Vendor shall provide for removal of all debris from County property.

The awarded Vendor shall at all times guard against damage or loss to property of Escambia County, or of other Vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded Vendor shall at all times guard against injury to Escambia County employees. The Vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded Vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the Bid form(s) to the best of our knowledge.

19. Compliance with Governing Laws and Regulations

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

20. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

21. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will

be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded Vendor shall be paid for services performed through the date of termination.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. 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.

25. Award

Award shall be made on an "all-or-none total" basis using the Base Bid amount on the signed Bid Form and a combination of some or all Bid Alternates as determined by the County.

26. 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.

27. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

29. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the

contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. <u>Workers Compensation Coverage</u>

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. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto

policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Neighborhood Enterprise Division
   221 Palafox Place
   Pensacola, FL 32502-5844

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.

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.

Owners Protective Liability Coverage

For renovation or construction contracts the contractor shall provide for the County an owners protective liability insurance policy (preferably through the contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the contractor's commercial general liability insurance policy. However, this separate policy may be the only source of coverage if the contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation floater insurance is to be purchased when builder's risk insurance is inappropriate, or when builder's risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

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.

30. <u>Indemnification</u>

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them,

whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form A – Architect and Engineer to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1	*B. Four (4) sets of contract documents
Section 2	
Section 3	
Section 4	
Section 5	*A. Substantially Complete in **120** calendar days Fully Complete and ready for Final Inspection in **135** calendar days from Notice to Proceed *B. Liquidated Damages at **$150.00** for each calendar day
Section 6	
Section 7	*A. Escambia County C/O Neighborhood Enterprise Division 221 Palafox Place, Suite 200 Pensacola, FL 32502-5844
Section 8	
Section 9	
Section 10	
Section 11	
Section 12	
Section 13	

Exhibits **(Revised as indicated by asterisk)**

A.	General Terms and Conditions *4.4 One (1) copy of each Application for Payment *21.1 One (1) year after final completion
B	Form of Performance and Payment Bond
C	Insurance and Safety Requirements

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____,
(Insert name, address, and phone number of contractor)

as Principal, and _____,
(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of _____ _____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No. _____

_____(Insert name of project, including legal description, street address of property and general description of improvement)

_____

_____

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of: PRINCIPAL:

_____

_____ By: _____

Name: _____

_____ Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____
_____

_____ _____
Witness (Business Address)

_____
(Authorized Signature)

_____
Witness

_____
(Printed Name)

OR

_____ _____
As Attorney in Fact (Attach Power)

_____

_____ _____
Witnesses

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")
and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement)
_____
_____
_____
said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____ between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants as defined in Section 255.05(1)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this pond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of: 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)

_____
(Business Address)

_____
Witness

_____
(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 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.

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
   C/O Neighborhood Enterprise Division
   221 Palafox Place, Suite 200
   Pensacola, FL 32502-5844
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.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

❑ **TERMINATION/ADVERSE CHANGE ENDORSEMENT**
All of Contractor's policies, except for professional liability and workers 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, non-renewal or adverse change.

❑ **OWNERS PROTECTIVE LIABILITY COVERAGE**
For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

❑ **BUILDERS RISK COVERAGE**
Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

❑ **MOTOR TRUCK CARGO COVERAGE**
If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

❑ **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.

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 ~~or~~ 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, materialmen, 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, materialmen, 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

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

Public Notice of Recommended Award

Bid Tabulation

Solicitation Number: PD 18-19.036

Solicitation Name: HOMESHIP Substantial Reconstruction for 1809 W Bobe St.

Bid Opening Time: 02:00 p.m. CDT **Bid Opening Date:** 4/24/2019 **Bid Opening Location:** 11.407 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid	Bid Alternate 1	Bid Alternate 2	Grand total
Bill Walther Construction, Inc.	y	y	y	y	y	y	y	$113,500.00	1000	850	$115,350.00
Emerald Coast Constructors, Inc.	y	y			y	y		$156,000.00	-200	180	$155,980.00
Mike Motes Builders, LLC	y	y	y	y	y	y	y	$149,450.00	1500	700	$151,650.00
MCDELT, LLC	y	y	y	y	y	y	y	$137,900.00	5500	500	$143,900.00

Bids Opened By:	Jeff Lovingood, Purchasing Specialist	**Date:**	4/24/2019	**Status:**	
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist	**Date:**	4/24/2019	RECOMMENDATION TO AWARD	
Bids Witnessed By:	Sherri Bonner, Office Support Assistant	**Date:**	4/24/2019	**CAR Date:**	**BCC Date:** 5/16/2016

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

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: Bill Walther Construction, Inc. was deemed responsive by Purchasing Manager, Paul Nobles, due to the Base Bid being correctly submitted.

Bid Alternate 1 is not exclusionary and bidders can, at times, elect to not bid on certain alternates. In this case, the Alternate Bid 1 not being noted as additive or deductive has no bearing on the outcome of determining the lowest bidder whether the item is added or deducted.

Posted: 05/08/2019 **Form Completed By:** **JDL/sk**

HOME/SHIP SUBSTANTIAL REHABILITATION/
RECONSTRUCTION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Mattie Price (hereinafter referred to as "Owner"), and Bill Walther Construction, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **HOME/SHIP Substantial Rehabilitation/Reconstruction Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 1809 W. Bobe Street, Pensacola, FL 32501 (hereinafter referred to as "Project"), in accordance with the *Scope of Work* as described in PD 18-19.036, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$115,350 (base bid of $113,500 plus alternate #1 addition of $1000 plus alternate addition of $850)** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. The County shall issue payments to the Contractor as follows:

Draw 1: Demolition and Septic Tank Abandonment (if applicable) complete (permits, demolition)—5%

Draw 2: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 3: Rough-In Complete (wall and roof framed and sheathed, subflooring (if applicable), interior walls framing, roof complete, siding complete, windows and exterior doors, rough mechanical, plumbing, electrical)—35%

Draw 4: Substantial Completion. (Certificate of Occupancy)—40%

Draw 5/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Alternately, the contractor may utilize the AIA Document G702/703 (Application and Certification for Payment) to submit up to five draws (including final) for the project. A ten percent (10%) retainage will be withheld from draws 1-4. Contractor must provide a description/schedule of work prior to initializing work.

Contractor may request payments by the submission of a properly executed original invoice submitted to NED with appropriate supporting documentation. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **one hundred twenty (120) calendar days** from the Commencement Date specified in the Notice to Proceed. Work will be fully complete within **one hundred thirty-five (135) calendar days** from the date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$150.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents and as evidenced by a Certificate of Occupancy, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the performance of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. **Project Site Protection.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, its respective representatives,

agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and

charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole discretion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate

decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of HOME/SHIP funds, and the County/NED reserves

the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability).

Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. Subcontracts. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities [CHECK ONE]: [N/A]

☐ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall timely vacate the premises prior to the Commencement Date of the Project. The Owner shall at all times cooperate with the

Contractor and County to facilitate the performance of the work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
George Bell	Mattie Price	Bill Walther Construction, Inc.
Neighborhood Enterprise Division	1809 W. Bobe Street	POB 3793
221 Palafox Place, Suite 200	Pensacola, FL 32501	Milton, FL 32572
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 35. **Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. **Authority**. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

SIGNATURE PAGE FOLLOWS

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

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Bill Walther Construction, Inc. PO Box 3793 Milton, FL 32572	**Name, Address, City, State, Zip:** Mattie Price 1809 W. Bobe Street Pensacola, FL 32501
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 4/24/19	**Date of Acceptance:** 4/24/19

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

By:_____
Lumon J. May, Chairman

BCC Approved: May 16, 2019

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-06-2019

Exhibit A - Scope of Work

2. Project Overview

Demolition of existing single-family dwelling and construction of new single-family dwelling per attached plans and written specifications.

A. General Instructions to Bidders

Federal funds are being used to rehabilitate this property. The Federal Compliance Packet must be submitted prior to award of bid. Contractor may not be debarred from participating in Federal programs in order for bid to be awarded.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under "miscellaneous."

All work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

Escambia County will pay for recording of Notice of Commencement in public records. Energy Sheets will also be provided to the awarded contractor by the County Neighborhood Enterprise Division (NED) for pulling permits.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. A Notice to Proceed will be issued once the homeowner has vacated the property. The Contractor is not responsible for removal of Homeowner's trash and/or discarded belongings or furnishings. Items left within the unit become the property of the Contractor.

All materials and supplies shall be installed in accordance with the manufacturer's instructions, with all work completed in accordance with industry standards for new construction.

B. Contractor Requirements

The Contractor is responsible for temporary utilities (water and power) during the project and portable toilet. Contractor is also responsible for provision of permit/plan document box on site.

Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one-year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

For housing projects utilizing SHIP- or HUD-related programs, the awarded firm shall provide the following items to the Office of Purchasing, and the documents shall be current and on file with the proper departments, prior to the issuance of any Purchase Order .

1. Current W9 (less than one year old).
2. County Vendor Information sheet (less than one year old).
3. Worker's Compensation as required by State Law **OR** exemption form.

4. Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
5. Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All post-award correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
(Insert name, address, and phone number of contractor)
_____, as Principal,

and _____,
(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of _____
_____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No. _____

_____
(Insert name of project, including legal description, street address of property and general description of improvement)

_____
_____

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

(Authorized Signature)

_____ _____

Witness (Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of

_____
(Insert name of project, including legal description, street address of property and general description of improvement)

_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____ between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants as defined in Section 255.05(1)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this pond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

_____

Witness

_____

Witness

SURETY:

_____
(Printed Name)

_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

Witnesses

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	_____
Previous Additions (Change Order No.____)	_____
Previous Deletions (Change Order No.____)	_____
Current Contract Amount:	_____
+ Change Order Amount:	_____
New Contract Amount:	_____
Cumulative Percent ( ) Increase ( ) Decrease	_____

Original Start Date (NTP):	_____
Original Contract Period:	_____
Previous Completion Date:	_____
	_____
This Change Order ( ) Increase ( ) Decrease	_____
New Contract Period	_____
New Completion Date	_____

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

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, materialmen, 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, materialmen, 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: _____

_____
Witness

Date: _____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

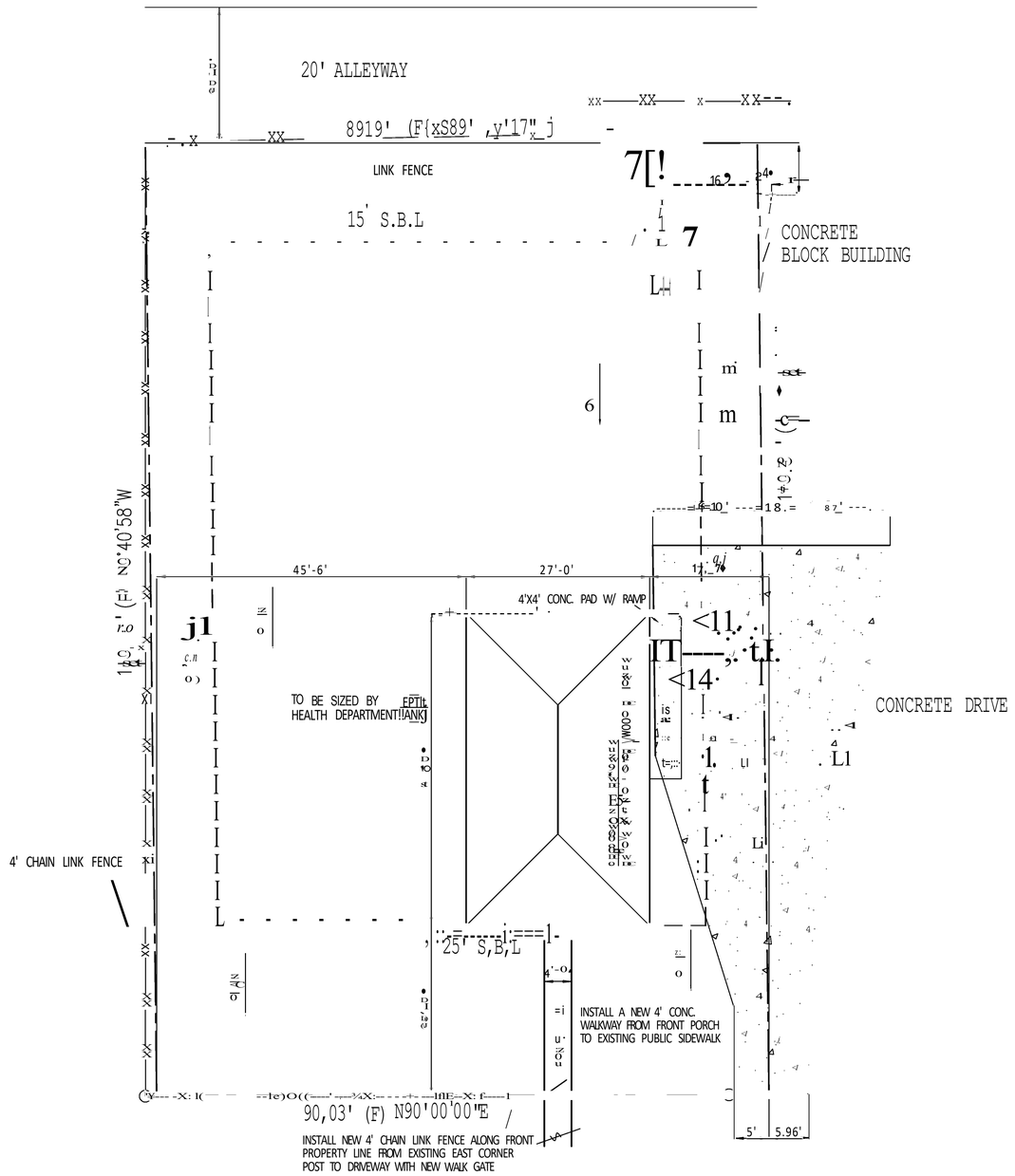
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

A RESIDENCE FOR 1\tlATTIE L. PRICE

LOTS ONE (1) TO SIX (6), BOTH INCLUSIVE IN BLOCK SEVEN (7), BRITTON PLACE, THE PENSACOLA REALTY COMPANY'S SUBDIVISION OF LOT 7 AND PARTS OF 1,2,6 AND 8, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THE SAID BRITTON PLACE BEING RECORDED IN DEED BOOK 154, PAGE 521, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.



1809 WEST BOBE STREET
55' RIGHT-OF-WAY

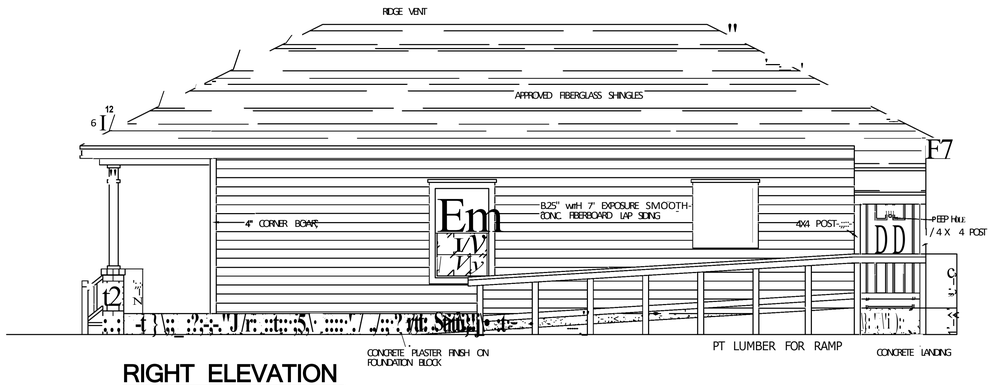
TODAYS 49th HOMES
1968 JIM BOZEMAN 2017

SITE PLAN

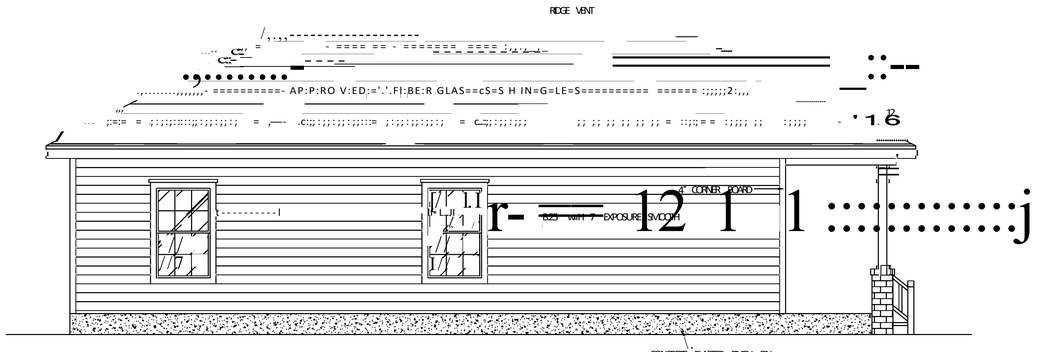
DRAWING NO.:
A-1609

Today's Homes of Northwest Florida, Inc.
DESIGNER: JAMES C. BOZEMAN
101 S. ALCANIZ ST., PENSACOLA, FL 32501
(850)-432-3510 FAX: 434-2375 EMAIL: tdyhomes@bellsouth.net

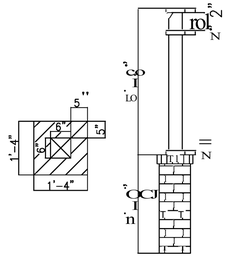
FRONT ELEVATION



RIGHT ELEVATION

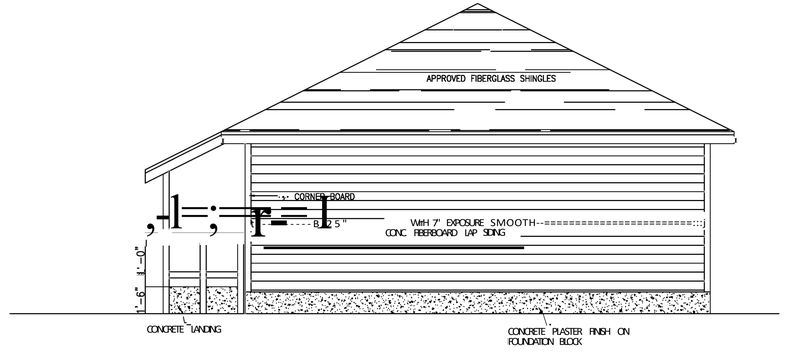


LEFT ELEVATION

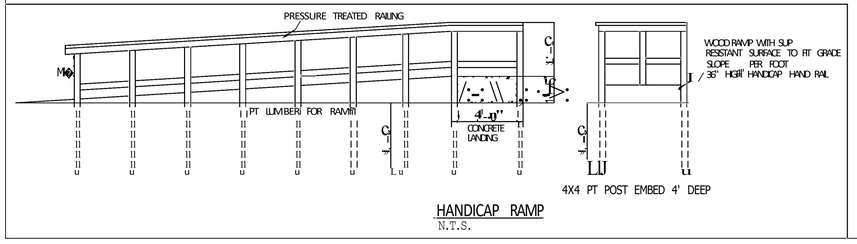


COLUMN & BRICK BASE DETAIL

N.T.S.



REAR ELEVATION



HANDICAP RAMP

N.T.S.

DATE REVISED:

DESIGN: WWW

DRAWN BY: [illegible]

NOV 2017

SHEET NO.: 2 OF 4

SCALE: 1/4"-1'-0"

DRAWING NO.: A-1609

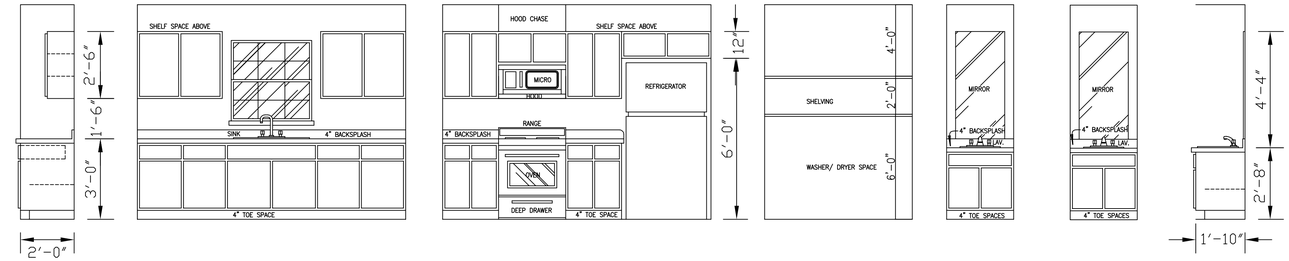
[illegible] of North [illegible]da, Inc.

CABINET DETAILS

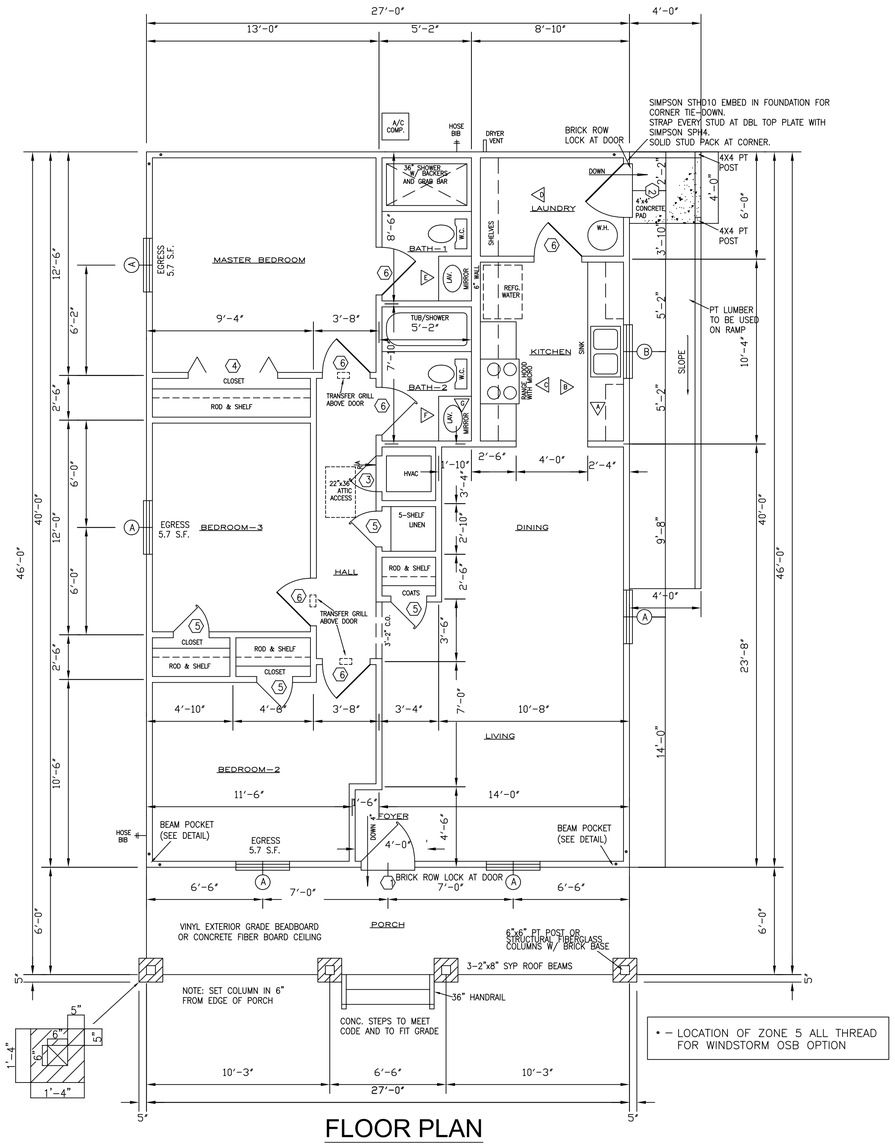
Scale: 3/8"=1'-0"

CABINET NOTE:

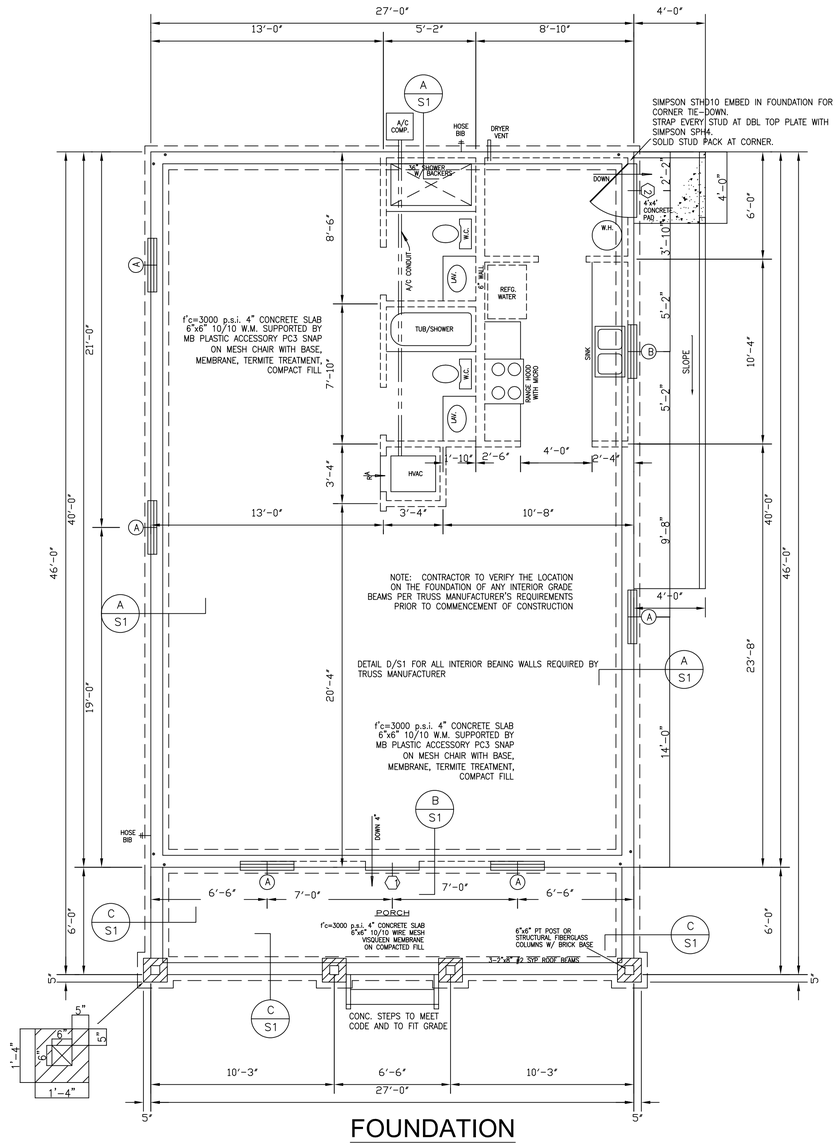
CONTRACTOR SHALL VERIFY ALL CABINET DETAILS SUCH AS MATERIAL, FINISH, AND SIZES. THE CABINET DETAILS SHOWN ARE BASIC CABINET AND APPLIANCE SIZES WITH THE LAYOUT INTERPRETED BY THE DESIGNER.



KITCHEN—A | KITCHEN—B | KITCHEN—C | LAUNDRY—D | BATH—1—E | BATH—2—F | TYP. BATH—G



FLOOR PLAN



FOUNDATION

WINDOW SCHEDULE

LTR.	SIZE	DESCRIPTION	REMARKS
A	3'-0" x 5'-0"	SINGLE HUNG	VINYL / INSULATED / IMPACT RESISTANT
B	3'-0" x 3'-0"	SINGLE HUNG	VINYL / INSULATED / IMPACT RESISTANT

SQUARE FOOTAGE INDEX

LIVING AREA:	1080 S.F.
FRONT PORCH:	162 S.F.

DOOR SCHEDULE

NO.	SIZE	DESCRIPTION	REMARKS
1	3'-0" x 6'-8" x 1 3/4"	EXTERIOR / 2-PANEL CRAFTSMAN 1/4 GLASS	FIBERGLASS / INSULATED / PAINTED
2	3'-0" x 6'-8" x 1 3/4"	EXTERIOR / 6-PANEL WITH PEEP HOLE	METAL / INSULATED / PAINTED
3	2'-0" x 5'-0" x 1 3/8"	6-PANEL / HVAC DOOR	PAINTED MASONITE
4	5'-0" x 6'-8" x 1 3/8"	6-PANEL / BI-FOLD DOOR	PAINTED MASONITE
5	2'-0" x 6'-8" x 1 3/8"	6-PANEL	PAINTED MASONITE
6	2'-8" x 6'-8" x 1 3/8"	6-PANEL	PAINTED MASONITE

FINISH ROOM SCHEDULE

ROOM	FLOOR	WALL	CEILING	REMARKS
FOYER	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
LIVING	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
DINING	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
KITCHEN	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
LAUNDRY	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
HALL	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
MASTER BEDROOM	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
BEDROOM-2	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
BEDROOM-3	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
BATH-1	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	
BATH-2	VINYL	ORANGE PEEL PAINT	KNOCK DOWN TEXTURE	

REVISED BY:

DATE REVISED:

DESCRIPTION: FLOOR PLAN/FOUNDATION

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VERIFY DIMENSIONS BEFORE CONSTRUCTION.
DESIGNER IS NOT RESPONSIBLE FOR ANY CHANGES TO ORIGINAL DESIGNS.

DRAWN BY: B. BROWN

DATE: NOV 2017

SCALE: 1/4"=1'-0"

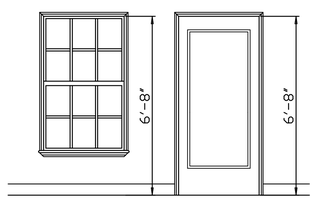
SHEET NUMBER: 3 OF 4

DRAWING NO.: A-1609

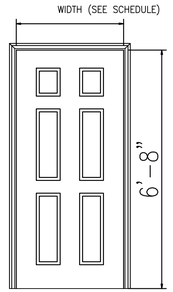
Today's Homes of Northwest Florida, Inc.
DESIGNER: JAMES C. BOZEMAN
101 S. ALCANIZ ST., PENSACOLA, FL 32501
(850)-432-3510 FAX: 434-2375 EMAIL: tdyhomes@bellsouth.net

ELECTRICAL LEGEND:

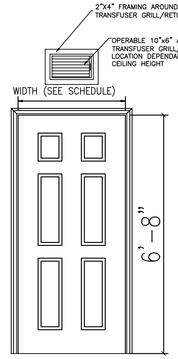
- GAS LINE
- CABLE T.V. OUTLET
- 110V ELECTRICAL OUTLET
- W.P. WEATHER-PROOF EXTERIOR 110V ELECTRICAL OUTLET
- GFI GROUND-FAULT-INTERFACE 110V ELECTRICAL OUTLET
- 220V OUTLET
- DOOR BELL
- PHONE OUTLET
- DOOR BELL CHIMES
- EXHAUST FAN
- SMOKE ALARM
- 2-WAY WALL SWITCH
- 3-WAY WALL SWITCH
- 4-WAY WALL SWITCH
- CEILING MOUNTED LIGHT (UNLESS INDICATED OTHERWISE)
- RECESSED LIGHT
- WALL MOUNTED LIGHT
- PENDANT LIGHT
- FLOOD LIGHT
- CEILING FAN (PLAN SHOWS LIGHT KITS ADDED)
- LED LIGHT FIXTURE 2-4' LED BULBS



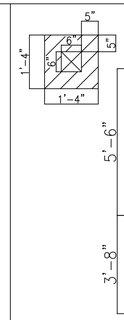
EXTERIOR DOORS AND WINDOWS SET @ 6'8"
N.T.S.



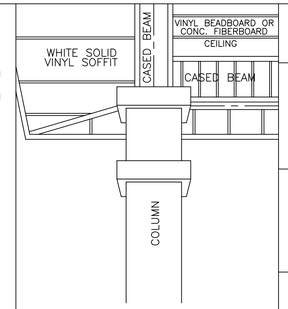
INTERIOR DOOR
6-PANEL DOOR (TYPICAL)
N.T.S.



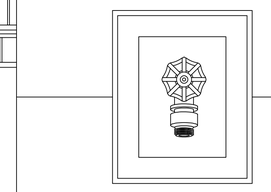
BEDROOM DOOR
N.T.S.



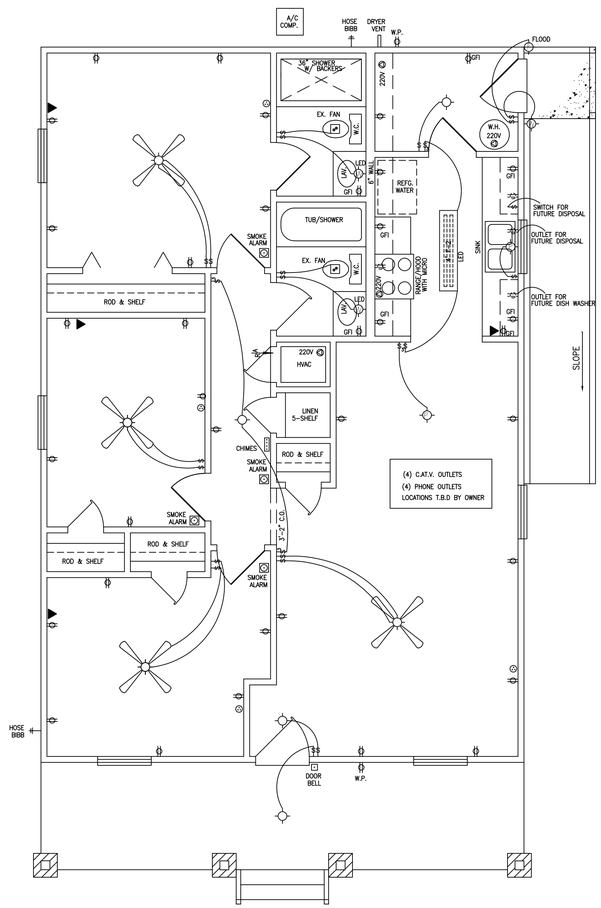
COLUMN & BRICK BASE DETAIL
N.T.S.



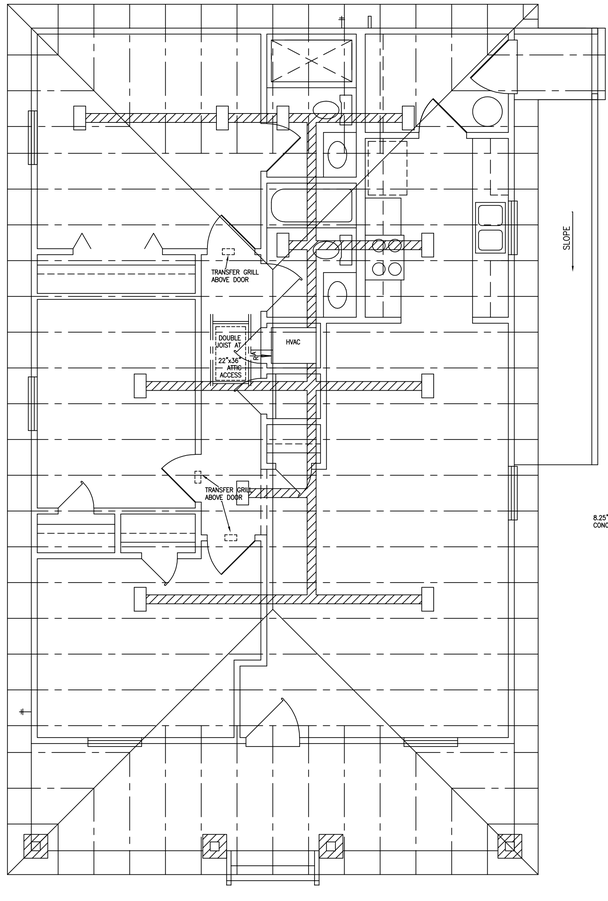
COLUMN AND BEAM DETAIL
N.T.S.
NOTE: ENSURE COLUMN IS CENTERED UNDER FINISHED BEAM AND WITHIN BRICK COLUMN



HOSE BIB DETAIL
N.T.S.
NOTE: ALL EXTERIOR ELECTRICAL, PLUMBING, AND GAS, VENTING, AND DATA PENETRATIONS TO BE CENTERED WITHIN CONC. FIBERBOARD MOUNTING BLOCKS



ELECTRICAL



FRAMING / HVAC

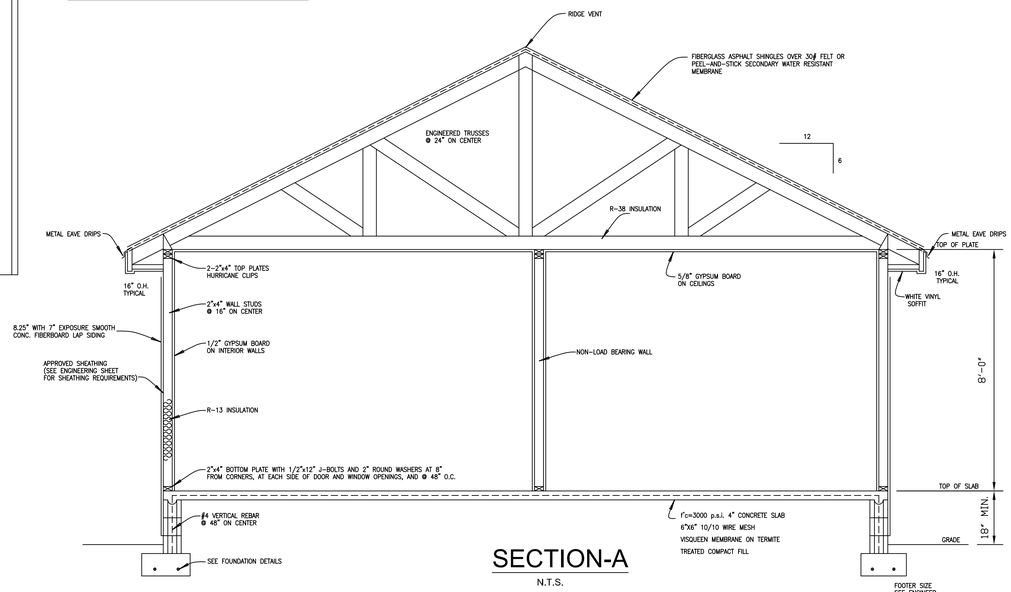
GENERAL NOTES:

ENGINEERED TRUSSES @ 24" ON CENTER. TRUSS MANUFACTURER TO VERIFY TRUSS LAYOUT & FURNISH TRUSS DESIGN WITH ENGINEER'S SEAL.

SEE ELEVATIONS FOR ROOF PITCH & OVERHANG.

MECHANICAL CONTRACTOR TO VERIFY DUCT LAYOUT & GRILL SIZE TO UNIT SPECIFICATIONS.

CONTRACTOR TO VERIFY UNIT SIZE.



SECTION-A
N.T.S.

REVISED BY:

DATE REVISED:

DESCRIPTION: ELEC./FRAM./SEC.

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VERIFY DIMENSIONS BEFORE CONSTRUCTION.
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DATE: NOV 2017

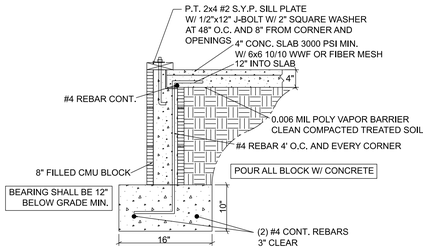
SHEET NUMBER: 4 OF 4

DRAWN BY: B. BROWN

SCALE: 1/4"=1'-0"

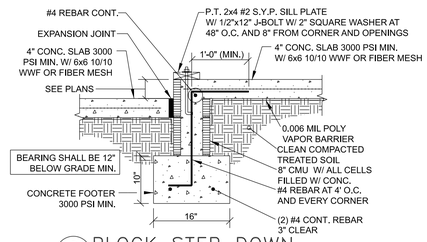
DRAWING NO.: A-1609

Today's Homes of Northwest Florida, Inc.
DESIGNER: JAMES C. BOZEMAN
101 S. ALCANIZ ST., PENSACOLA, FL 32501
(850)-432-3510 FAX: 434-2375 EMAIL: tdyhomes@bellsouth.net



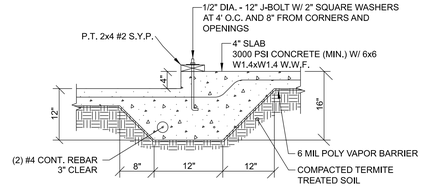
A S1 EXTERIOR FOOTING DETAIL (1-4 BLOCK HIGH)

NOT TO SCALE



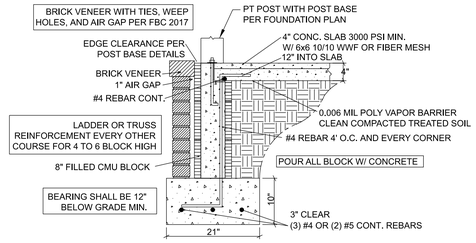
B S1 BLOCK STEP DOWN FOOTING DETAIL (1-4 BLOCK HIGH)

NOT TO SCALE



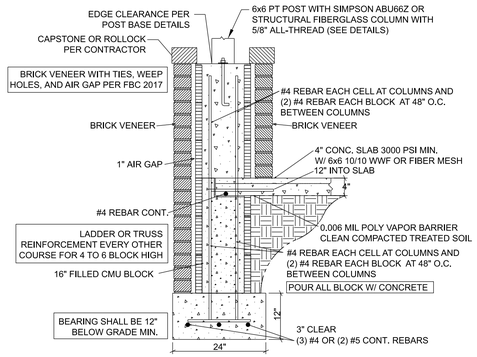
B S1 MONOLITHIC STEP DOWN FOOTING DETAIL

NOT TO SCALE



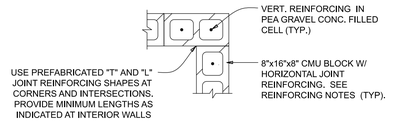
C S1 PORCH FOOTING WITH BRICK DETAIL (OPTION 1)

NOT TO SCALE



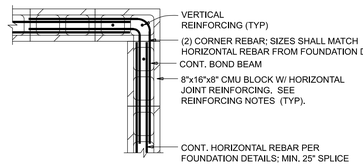
C S1 PORCH FOOTING WITH BRICK DETAIL (OPTION 2)

NOT TO SCALE



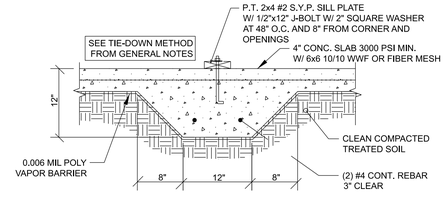
CMU WALL CORNER VERTICAL REBAR DETAIL

NOT TO SCALE



CMU WALL CORNER HORIZONTAL REBAR DETAIL

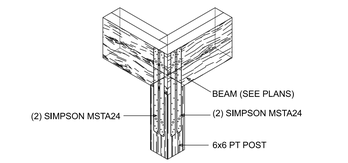
NOT TO SCALE



D S1 GRADE BEAM DETAIL

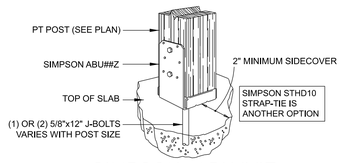
NOT TO SCALE

USE THIS DETAIL FOR ALL INTERIOR LOAD BEARING WALLS REQUIRED BY TRUSS MANUFACTURER



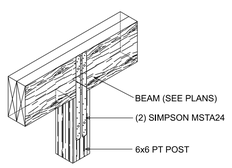
CORNER POST TO BEAM DETAIL

NOT TO SCALE



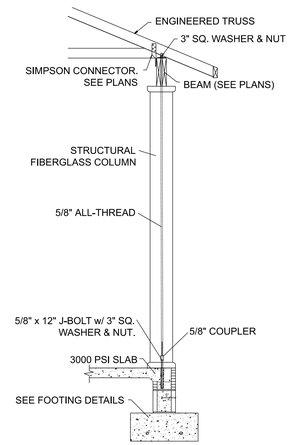
SIMPSON ABU##Z POST BASE DETAIL

NOT TO SCALE



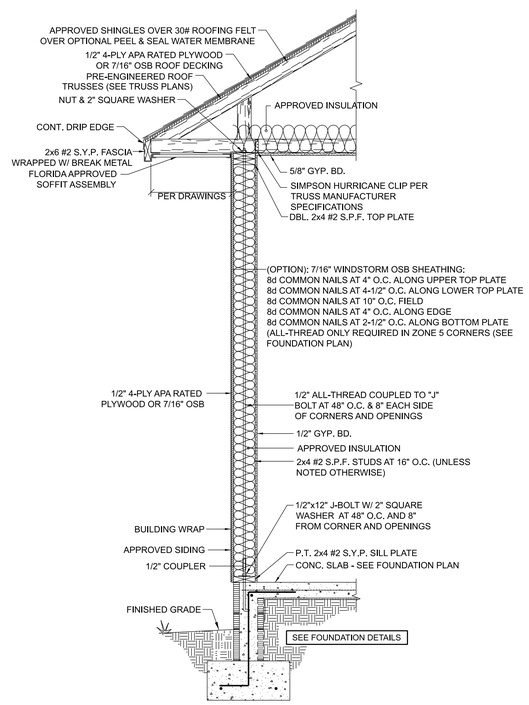
PORCH POST TO BEAM DETAIL

NOT TO SCALE



STRUCTURAL FIBERGLASS COLUMN DETAIL (OPTION)

NOT TO SCALE



2x4 WALL SECTION

NOT TO SCALE

DEAN A. SPENCER ENGINEERING, INC.
2735 SANIBEL PLACE
GULF BREEZE, FL 32563
850.932.8730 (voice)
850.934.9944 (fax)

DEAN A. SPENCER, PE, SECB
FL #44472, CA #9070
AL #29262, CA #3467

Dean A. Spencer Engineering, Inc. #44472 Certificate of Authorization #9070

REVISIONS

DESCRIPTION	DATE

PROJECT TITLE:
Price Residence
1809 West Bobe Street
Pensacola, Florida
Escambia County

SHEET TITLE:
STRUCTURAL NOTES/DETAILS

DATE:
1/2/2018

SHEET NUMBER:
S1

GENERAL NOTES:

1. THIS STRUCTURE IS DESIGNED TO WITHSTAND ULTIMATE WINDSPEED OF 160 MPH (3 SEC GUST) AND NOMINAL WINDSPEED OF 124 MPH WINDSPEED PER FLORIDA BUILDING CODE 2017, SECTION 1609 AND WIND FORCES BY ASCE 7-10.
2. RISK CATEGORY II.
3. WIND EXPOSURE CATEGORY B.
4. INTERNAL PRESSURE COEFFICIENT: +/- 0.18, STRUCTURE IS FULLY ENCLOSED.
5. ENGINEER OF RECORD: DEAN A. SPENCER, PE, SECB FL#44472.
6. COMPONENT AND CLADDING SHALL HAVE FLORIDA APPROVAL NUMBERS.
7. ALL CONCRETE SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI.
8. ALL REBAR SHALL BE ASTM A615 GRADE 40.
9. SEE DRAWINGS FOR ANCHORAGE DETAILS.
10. ALL REBAR SHALL HAVE A 3" MINIMUM COVER WHEN CONCRETE IS CAST AGAINST THE EARTH.
11. FOUNDATION ANCHORS MUST HAVE 7" MINIMUM EMBEDMENT.
12. WALL CONSTRUCTED AS FOLLOWS:
    - A) EXTERIOR STUDS: 2"x4" #2 SPF; SPACING 16" O.C. (UNLESS NOTED OTHERWISE).
    - B) INTERIOR STUDS: 2"x4" #2 SPF; SPACING 16" O.C.
    - C) INTERIOR BEARING STUDS: 2"x4" #2 SPF; SPACING 16" O.C.
    - D) SHEATHING: 7/16" OSB OR 1/2" (4-PLY) APA RATED PLYWOOD.
    - E) INTERIOR BEARING WALLS SUPPORTING ROOF SHALL BE TIED DOWN WITH ONE OF THE FOLLOWING OPTIONS:
        1) 1/2" ALL-THREAD AT 48" O.C. AND 8" CORNERS AND OPENINGS.
        2) SIMPSON SPH4 AT 32" O.C. BOTTOM AND TOP AND ALL KING AND JACK STUDS.
        3) WINDSTORM OSB WITH NAILS PER WINDSTORM OSB DETAILS.

    SEE PLANS FOR NAIL PATTERN AND CONNECTORS.
13. ROOF CONSTRUCTED AS FOLLOWS:
    - A) ENGINEERED TRUSSES, #2 SYP, SPACING 24" O.C. (SEE PLANS).
    - B) DECKING: 7/16" OSB OR 1/2" (4-PLY) APA RATED PLYWOOD.

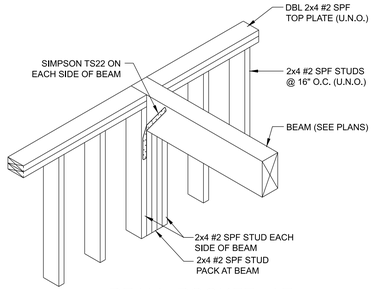
    SEE PLANS FOR NAIL PATTERN AND CONNECTORS.
    - C) SEE PLANS FOR CONNECTORS.
14. ALL NAILS SHALL BE COMMON.
15. ALL BRACING OF THE ROOF SHALL BE #2 SYP.
16. ALL COVERED PORCHES SHALL BE DECKED UNDERNEATH W/ 7/16" OSB OR 1/2" (4-PLY) APA RATED PLYWOOD. USE 8d COMMON RING SHANK NAILS AT 4" O.C. EDGE AND 8" O.C. INTERMEDIATE OR PER MANUFACTURER'S SPECIFICATIONS.
17. ALL LVL BEAMS SHALL BE PROTECTED FROM WEATHERING AND WATER.
18. ONLY ONE MEMBER OF PLY-BUILT BEAMS MAY BE SPLICED PER SPAN.

    SPLICES SHALL OCCUR AT 1/4 SPANS.
19. ALL PLY-BUILT BEAMS SHALL BE JOINED PER MANUFACTURERS REQUIREMENTS.
    - A) CONTACT ENGINEER OF RECORD FOR SPECIFIC LOADING INFORMATION AS NEEDED.
    - B) SEE THE FOLLOWING WEBSITE FOR JOINING OPTION:
        1) www.strongtie.com/products/fastening-systems/technical-notes/joining-composite-lumber-with-sds-wood-screws
20. ASSUMED ALLOWABLE BEARING PRESSURE IS 1500 PSF. REPORT ANY UNUSUAL FIELD CONDITIONS TO ENGINEER OF RECORD.
21. DESIGN LOADS PER FBC 2017, SECTION 1609 AND ASCE 7-10.
    - A) ROOF DEAD LOADS (DL): 20 PSF.
    - B) ROOF LIVE LOADS (Lr): 20 PSF.

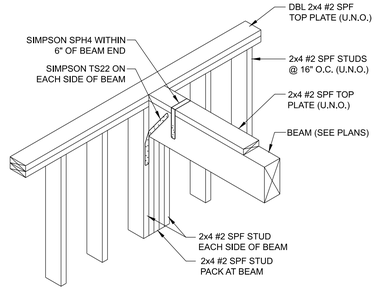
THIS STRUCTURE IS IN A WINDBORNE DEBRIS AREA:
ALL EXTERIOR GLAZING SHALL BE PROTECTED AS STATED IN THE FBC 2017, SECTION 1609.1.2, PROTECTION OF OPENINGS.

CMU FOUNDATION WALL NOTES:

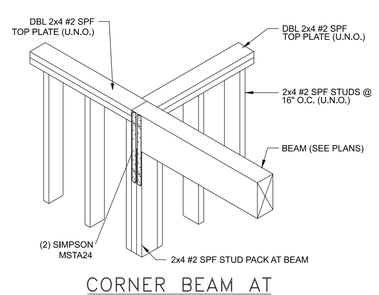
1. DOWEL ALL CMU REINFORCING IN FOOTINGS AND EXTEND INTO UPPERMOST BOND BEAM WITH 90 DEG. HOOKS WITH A MINIMUM 8" LEG.
2. PROVIDE FOUR (4) FILLED CELLS OF TYPICAL REINFORCING AT INTERSECTIONS.
3. PROVIDE THREE (3) FILLED CELLS OF TYPICAL REINFORCING AT CORNERS.
4. ALL CONCRETE MASONRY UNITS SHALL BE PLACED IN RUNNING BOND.
5. TYPICAL WALL REINFORCING AS SHOWN IN FOUNDATION DETAILS:
    - A) ADDITIONAL REINFORCING AS NOTED IN NOTES 3 AND 4.
    - B) HORIZONTAL REINFORCING IN ALL BLOCK WALLS SHALL BE HEAVY DUTY (3/16 SIDE RODS WITH 9 GAUGE CROSS RODS) LADDER TYPE WALL REINFORCING AT 16".
    - C) GROUT STOP IS A FIBERGLASS MESH CONFORMING TO ASTM STANDARD D1668-73, TYPE 207.
    - D) SPLICE ALL BARS 48 BAR DIAMETERS.
6. f'm = 1500 PSI.
7. MORTAR:
    - A) EXTERIOR, ABOVE GRADE: TYPE N.
    - B) EXTERIOR, AT OR BELOW GRADE: TYPE S.



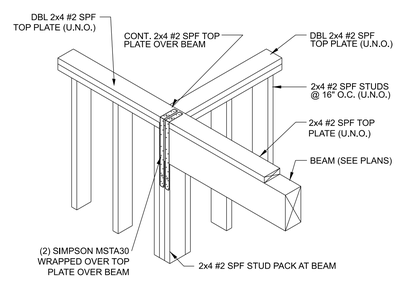
BEAM POCKET AT STUD WALL DETAIL
NOT TO SCALE



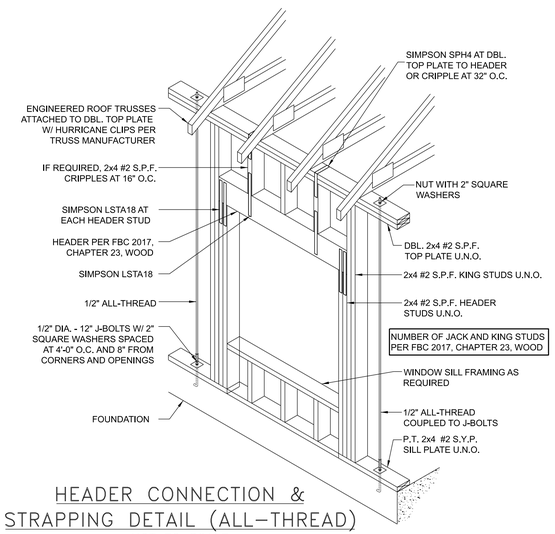
BEAM POCKET AT STUD WALL DETAIL (OPTION)
NOT TO SCALE



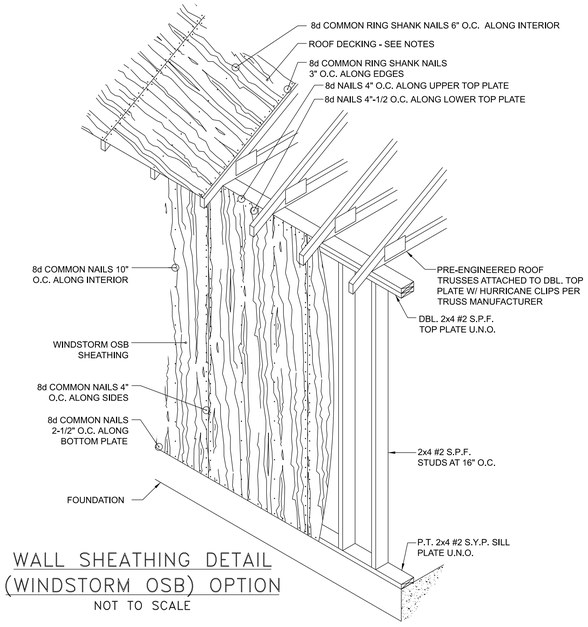
CORNER BEAM AT STUD WALL DETAIL
NOT TO SCALE



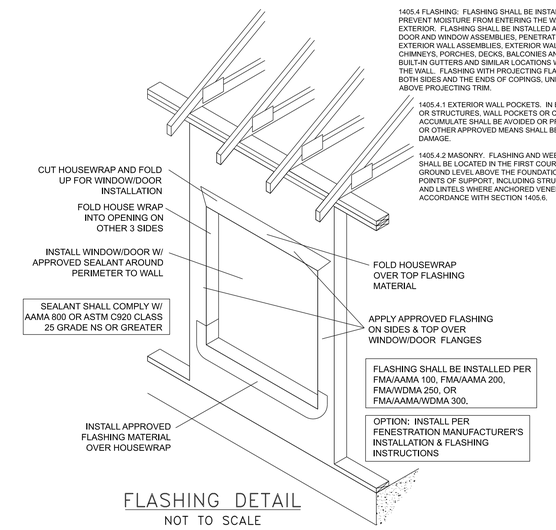
CORNER BEAM AT STUD WALL DETAIL (OPTION)
NOT TO SCALE



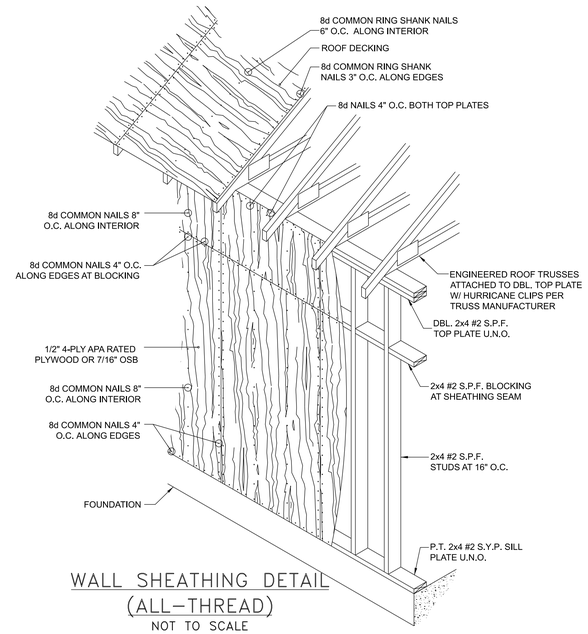
HEADER CONNECTION & STRAPPING DETAIL (ALL–THREAD)
NOT TO SCALE



WALL SHEATHING DETAIL (WINDSTORM OSB) OPTION
NOT TO SCALE



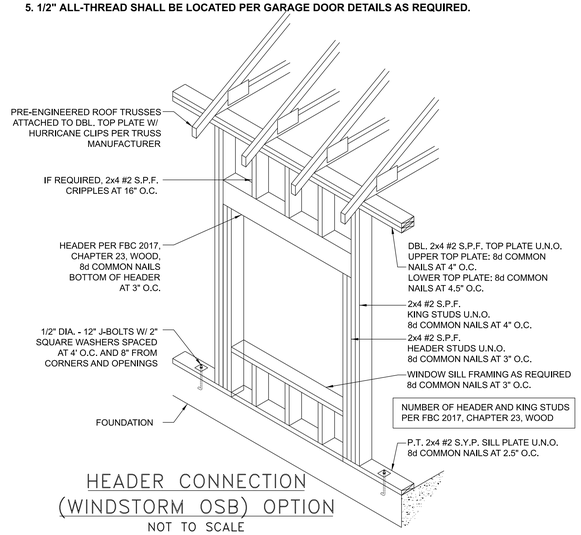
FLASHING DETAIL
NOT TO SCALE



WALL SHEATHING DETAIL (ALL–THREAD)
NOT TO SCALE

WINDSTORM OPTION:

1. 1/2" ALL-THREAD SHALL BE LOCATED 8" EACH SIDE OF EACH ZONE 5 CORNER (SEE FOUNDATION PLAN).
2. 1/2" ALL-THREAD SHALL BE LOCATED AT ALL GIRDER TRUSSES.
3. 1/2" ALL-THREAD SHALL BE LOCATED AT ALL INTERIOR BEARING WALLS (SEE OPTIONS IN GENERAL NOTES).
4. 1/2" ALL-THREAD SHALL BE LOCATED WITH 8" FROM EACH BEAM POCKET FOR ALL PORCH BEAMS.
5. 1/2" ALL-THREAD SHALL BE LOCATED PER GARAGE DOOR DETAILS AS REQUIRED.



HEADER CONNECTION (WINDSTORM OSB) OPTION
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Dean A. Spencer #44472 Engineering, Inc. Licensed Professional Engineer

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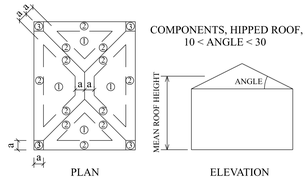
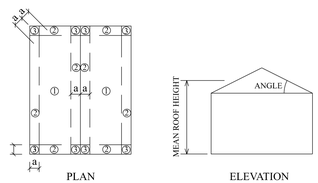
SEAL



PLAN ELEVATION

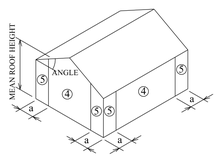
COMPONENTS, HIPPED ROOF,
10 < ANGLE < 30

A = 3.0' IN ALL INSTANCES



PLAN ELEVATION

COMPONENTS, GABLED ROOF,
10 < ANGLE < 53



COMPONENTS AND CLADDING WALLS

COMPONENTS & CLADDING WIND LOADS
FOR A BUILDING WITH A MEAN HEIGHT OF
30 FEET LOCATED IN EXPOSURE B (PSF)

ZONE	EFFECTIVE WIND AREA (SQ. FT)	BASIC WIND SPEED 160 MPH	
ROOF ANGLE >7-27 DEG.			
1	10.0	26.5	-42.1
2	10.0	26.5	-73.4
3	10.0	26.5	-108.5
WALL			
4	10.0	46.1	-50.0
5	10.0	46.1	-61.7

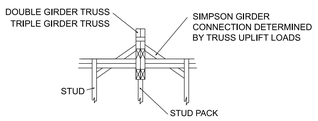
ALL EXTERIOR DOOR & OPENING
PRESSURES: LESS THAN (+/-) 50 PSF.

ROOF OVERHANG COMPONENT &
CLADDING DESIGN WIND PRESSURES
FOR A BUILDING WITH A MEAN HEIGHT OF
30 FEET LOCATED IN EXPOSURE B (PSF)

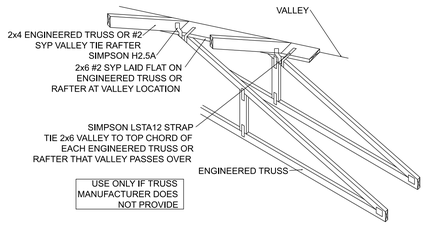
ZONE	EFFECTIVE WIND AREA (SQ. FT)	BASIC WIND SPEED 160 MPH
ROOF ANGLE >7-27 DEG.		
2	10.0	-85.9
3	10.0	-144.4

VALUES IN TABLE SHALL BE MULTIPLIED BY 0.6 TO ACHIEVE ALLOWABLE STRESS DESIGN (ASD) PRESSURES.

MEAN ROOF HEIGHT: LESS THAN 30 FT
ROOF SLOPE IS 6/12. kd = 0.85



GIRDER TRUSS DETAIL
NOT TO SCALE



VALLEY TIE-IN DETAIL
NOT TO SCALE

TRUSS MANUFACTURER MAY SUBSTITUTE
EQUIVALENT UPLIFT CONNECTORS

UP TO UPLIFT LOAD OF 520 LBS	SIMPSON H2.5A
BETWEEN 520 LBS AND 1040 LBS	(2) SIMPSON H2.5A
BETWEEN 1040 LBS AND 3000 LBS	SIMPSON MGT
BETWEEN 3000 LBS AND 6485 LBS	SIMPSON HGT-2

SIMPSON CONNECTION FOR
TRUSSES UPLIFT LOADS

FLORIDA PRODUCT APPROVAL
FOR
SIMPSON WOOD CONNECTORS

SIMPSON ABU66 (FL10860.4)
SIMPSON ABU88 (FL10860.4)
SIMPSON CBU66 (FL10860.9)
SIMPSON CBU88 (FL10860.9)
SIMPSON H2.5A (FL10456.3)
SIMPSON HGT-2 (FL10456.4)
SIMPSON HHUS5,5/10 (FL10531.8)
SIMPSON HUC212-3 (FL10655.18)
SIMPSON HUS412 (FL10655.26)
SIMPSON HUC612 (FL10655.22)
SIMPSON LSTA18 (FL10852.6)
SIMPSON LSTHD8 (FL13326.2)
SIMPSON LUS210 (FL10655.31)
SIMPSON MGT (FL11470.7)
SIMPSON MSTA24 (FL10852.9)
SIMPSON MSTA36 (FL10852.9)
SIMPSON SP4 (FL 10456.11)
SIMPSON SP6 (FL 10456.11)
SIMPSON SPH4 (FL10456.12)
SIMPSON SPH6 (FL10456.12)

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SEAL

HOME/SHIP PROGRAM
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION SPECIFICATIONS

EXHIBIT I: NED HOME/SHIP Price Reconstruction Project

OWNER: Mattie L. Price
ADDRESS: 1809 West Bobe Street
Pensacola, FL 32501

PROJECT OVERVIEW:

Demolition of existing single-family dwelling and construction of new single-family dwelling per attached plans and written specifications.

GENERAL INSTRUCTIONS TO BIDDERS:

Federal funds are being used to rehabilitate this property. The Federal Compliance Packet must be submitted prior to award of bid. Contractor may not be debarred from participating in Federal programs in order for bid to be awarded.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under “miscellaneous.”
All work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

Escambia County will pay for recording of Notice of Commencement in public records. Energy Sheets will also be provided to the awarded contractor by the County Neighborhood Enterprise Division (NED) for pulling permits.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. A Notice to Proceed will be issued once the homeowner has vacated the property. The Contractor is not responsible for removal of Homeowner’s trash and/or discarded belongings or furnishings. Items left within the unit become the property of the Contractor.

All materials and supplies shall be installed in accordance with the manufacturer’s instructions, with all work completed in accordance with industry standards for new construction.

CONTRACTOR REQUIREMENTS:

The Contractor is responsible for temporary utilities (water and power) during the project and portable toilet. Contractor is also responsible for provision of permit/plan document box on site.

Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers’ and suppliers’ written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one-year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

1. Current W9 (less than one year old).
2. County Vendor Information sheet (less than one year old).
3. Worker's Compensation as required by State Law **OR** exemption form.
4. Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
5. Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

Project will require 100% Performance and Payment Bonds. Performance and Payment Bond format will be provided. Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

SOLICITATON INFORMATION:

Contractor should familiarize him/herself with the Index of Documents provided in the Specification issued from Purchasing as well as the documents/forms required to be submitted with bid. The following documents are listed to assist contractors with their bid.

Attachments/Exhibits:

Exhibit H: Plans
Exhibit I: Specifications
Exhibit J: Health Department Onsite Sewage Treatment and Disposal System Specifications (if applicable)
Exhibit K: HUD Federal Compliance Packet
Exhibit L: Pre-Demolition Asbestos Survey (not applicable)
Exhibit M: Reconstruction Services Agreement (blank)
Exhibit N: Change Order (blank)
Exhibit O: Homeowner's Final Release and Warranty (blank)

PERMITTING FEE INFORMATION:

Building Permit Fees: Contractor must include costs for all permitting fees as required by the Escambia County Building Department (Demolition and New Construction). Estimated permitting fees for new construction ONLY is $1032. Demolition permit fees are a separate cost. Contractor should verify all permitting fees.

Health Department Permitting Fees (for projects with septic tanks): The $550 new septic system permit fee has already been paid to the Health Department. Contractor will be responsible for payment of $100 septic tank abandonment permitting fee.

COMPLETION DATE:

The work shall be substantially complete within One Hundred Twenty (120) calendar days from the Commencement Date. Contractor agrees to fully complete all work included above within One Hundred Thirty-Five (135) consecutive calendar days from the date of Notice to Proceed. Liquidated damages of $150 each day will be assessed for each calendar day that completion of the project is delayed.

DRAW AND PAYMENT SCHEDULE:

Payment request should be submitted to NED on original invoice, with reference to client, address, and purchase order number. Up to five (5) draws may be requested, utilizing the following payment schedule:

Draw 1: Demolition and Septic Tank Abandonment (if applicable) complete (permits, demolition)—5%

Draw 2: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 3: Rough-In Complete (wall and roof framed and sheathed, subflooring (if applicable), interior walls framing, roof complete, siding complete, windows and exterior doors, rough mechanical, plumbing, electrical)—35%

Draw 4: Substantial Completion. (Certificate of Occupancy)—40%

Draw 5/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Alternately, the contractor may utilize the AIA Document G702/703 (Application and Certification for Payment) to submit up to five draws (including final) for the project. A ten percent (10%) retainage will be withheld from draws 1-4. Contractor must provide a description/schedule of work prior to initializing work.

Note that all permits related to the draw in question must be pulled and approved up to the current progress status prior to the requested draw. For example, the demolition permit must be pulled and approved by the building inspections department before payment will be released related to the demolition of the structure.

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

1. Completion of Write-Up
2. Certificate of Occupancy Received by Building Inspections
3. Inspections Approved by Health Department (if applicable)
4. Acceptance by the Homeowner (Homeowner's Release & Warranty)
5. Warranty Paperwork provided to NED [warranty paperwork should include all appliances, roofing, HVAC, fixtures, equipment and other materials provided on the project]
6. Premises free from all construction debris
7. Submission of Contractor's Final Affidavit
8. Surety's Consent to Final Payment (if applicable)

SCHEDULE OF ALTERNATES:

Do NOT include the following alternate(s) in your base bid amount. Inclusion of alternate(s) in your base bid total may cause your bid to be rejected.

Alternate #1: Provision of white cabinets for kitchen and baths in lieu of wood stained cabinetry.

ADD/DEDUCT: $_____

Alternate #2: The installation of 1" vinyl blinds (white) on all windows.

ADD: $_____

HOME/SHIP PROGRAM
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION SPECIFICATIONS

OWNER: Mattie L. Price
ADDRESS: 1809 West Bobe Street
Pensacola, FL 32501

DIVISION 1—GENERAL CONDITIONS

GENERAL:
Supply all building permits and fees as required.
Supply all insurance as required.
Temporary utilities and portable toilet as required.
Dumpsters, permit box, and trash removal as required.

DEMOLITION:

1. Demolish existing single story single family residence completely including all concrete footers and piers and front walk and ramp from driveway. All debris to be removed from site and disposed in accordance with local regulations.
2. Remove utility connections to a point of reconnection for new residence.

Remove existing chain link fence as required for access to site for demolition and reconstruction. DEMOLITION OF PROPERTIES CONTAINING ASBESTOS (if applicable): NED will provide a Pre-Demolition Asbestos Survey of the property to indicate whether there is any asbestos present. Demolition of properties containing asbestos must be done under specifications required by the Florida Department of Environmental Protection, Division of Air Resource Management. Contractors should use demolition contractors knowledgeable of asbestos removal. Completion of a "Notice of Demolition or Asbestos Renovation" form should be completed and filed with the State prior to the actual demolition activity.

Note: Shed shall remain.
Existing Concrete Drive to remain.

DIVISION 2—SITE WORK

SEPTIC TANK: Abandon existing septic tank per Florida Health Department regulations and install new septic system per included Health Department Onsite Sewage Treatment and Disposal System Specifications.

FENCES: Install a new 4' chain link fence along the front ROW from existing east corner post to driveway with new walk gate. Contractor will be responsible for any remaining fencing that is damaged during demolition or construction.

EROSION CONTROL: Provide erosion control on the site during demolition and reconstruction as required to include silt fencing, mulch, and/or other approved methods.

GRADING: Final grading should slope away from the house to prevent water from standing. Contractor will not leave any ruts or holes on the property at project completion. Backfill should be clean of rocks and any debris.

LANDSCAPING:

1. Trim trees overhanging new single family residence.
2. Slope grade away from house and install 4 pallets of Centipede sod in front, sides and back yard.
3. Use clean topsoil for landscaping, not red clay or sand.

DIVISION 3—CONCRETE

FOUNDATION:

Foundation: Install a code approved foundation as per plans.

Apply a plaster finish to foundation walls.

Cement finish the exposed edges of front and back concrete porch floors.

WALKS and DRIVEWAYS: Install new 4' wide concrete walk from front porch to existing public sidewalk as shown on plans.

DIVISION 4—MASONRY

STEPS: Install concrete steps to code to match grade at front of house.

BRICK COLUMN BASES: Construct as shown on plans. Homeowner to select standard in stock brick.

BRICK THRESHOLDS: Install rowlock bricks under all exterior door thresholds.

DIVISION 5—METALS

N/A

DIVISION 6—WOOD AND PLASTICS

EXTERIOR WALLS & FRAMING:

1. Sheathing: 7/16" OSB or ½" plywood installed per engineering.
2. Roof framing: Engineered truss system designed and certified by truss manufacturer's engineer as provided by contractor.

EXTERIOR FINISH CARPENTRY:

1. Trim exterior doors and windows with 5/4 Fiber Cement trim. Review plans for flashing details.
2. Fascia: Install aluminum fascia with a minimum .019" thickness.
3. Soffit: Install white solid vinyl soffit with 50% ventilated panels. Soffit shall have a minimum thickness of .044".
4. Porch ceilings: White Vinyl solid soffit, vinyl exterior grade beadboard, or concrete fiberboard. Installation should minimize visible seams
5. Exterior Posts: 4x4 PT post at rear entry. 6x6 PT post or structural fiberglass on front porch on brick base. Construct posts and columns per details on plans and elevations. Prime and paint to match exterior trim selection

6. Handrails: Install a handrail from pressure treated lumber on both sides of the front steps. Bury the 4×4 in concrete. Prime and paint to match exterior trim selection

HANDICAPPED RAMPS (where required): Construct ramp with PT lumber to meet ADA and code requirements with railings. See plans for details on ramp. Prime and paint railings only to match exterior trim selection. Ramp should have a slip resistant surface applied. NOTE: A one and a half inch lip must be poured on porch slab landing.

CABINETRY: Install base cabinets with post-formed counter top and wall cabinets in accordance with the enclosed floor plan. Cabinets shall be constructed of 1/2 inch birch plywood or better. Front frames shall be of basswood or hardwood. Shelves shall be of solid pine or A/C exterior grade plywood. No particle board shall be used. Concealed cabinet sides may be of 1/2 inch fir plywood. All cabinets shall have a plywood or paneling backing. Base cabinets shall have 12-inch minimum deep shelves except for under kitchen or bathroom sinks. Drawers shall have side-mounted drawer guides. No plywood edges shall be left exposed. Toe kicks and cabinet trim to match cabinet finish. Install pulls/knobs on all doors and drawers. Wall cabinets shall be 30-inches tall**.** Cabinets shall be mounted with wood screws and shall be level and plumb and secure.

Cabinet to be Trucabinetry shaker "cass" style door with a wood stain (natural, ginger, or autumn finish), homeowner selection. Approved equal may be submitted to NED.

Exhaust from range hood or microhood extending above cabinets and vented to the outside must be boxed above cabinets with plywood to match cabinet finish OR may be sheetrocked, primed and painted to match wall color.

INTERIOR WOODWORK:
1. Baseboards: Install 3-1/4" wood base through-out. MDF will not be allowed.
2. Shoe Moulding: Install shoe moulding through out including around base cabinets and vanities.
3. Window Trim: Trim all interior windows in wood with stools and aprons. Profile on apron trim must match door trim. MDF will not be allowed.
4. Door Trim: 2 ¼" minimum clamshell or 356 profile. MDF will not be allowed.
4. All interior trim woodwork to be primed
5. Attic Access: Install attic access with ½" b/c plywood or better. Profile trim to match door trim. MDF will not be allowed.

DIVISION 7—THERMAL AND MOISTURE PROTECTION

ROOF: Install 30-year warranty dimensional fiberglass asphalt shingles over 30# felt or peel and stick secondary water resistant membrane. Install 6-inch double break aluminum eave metal. Eave metal must be 24 gauge. Install lead or metal/EPDM boots over all plumbing penetrations. Roof color to be GAF Timberline HD Weathered Wood (FL Approval No: FL10124-R20) OR Tamko Heritage Weathered Wood (FL Approval No: FL18355) . Other brand/color substitution to be approved by NED.

Ridge Vent: Install shingle over ridge vent.

INSULATION:
1. Ceiling: Install R-38 insulation in the attic space.
2. Exterior Walls: Install R-13 batt insulation on the exterior walls.

3. Seal around all doors and windows prior to installation of drywall**.**
4. Insulate all T's and corners on exterior walls prior to installation of exterior sheathing.
5. Attach 2 layers of R19 batt insulation to top of attic access cover. Install a dam around attic access to keep insulation in place.

SIDING: Install 8.25" with 7" exposure smooth fiber cement lap siding with associated 5/4 fiber cement trim. Prep, prime and paint siding and trim using exterior rated primer and paint.

CAULK: All caulk used must comply with ASTM C 834 or ASTM C 920 and have a minimum warranty of 30 years.

Install self adhesive window flashing tape around all window flanges prior to installation of trim and siding. See plan for flashing details on doors and windows.

DIVISION 8—DOORS AND WINDOWS

DOORS:
1. Front Entry: Install a prehung Fiberglass, Hurricane and Energy Star Rated Craftsman Style 2 panel door unit with ¼ view impact glass. Install a deadbolt and lockset.
2. Rear Entry: Install a metal clad, 6 panel, Hurricane and Energy Star Rated insulated door unit with dead bolt, lockset and peep hole.
3. Interior Doors: Install 6 panel colonial style Masonite doors with handle sets and 2-1/4" trim. All interior doors must have a minimum of 1–inch clearance between bottom of door and finish floor covering.
4. All hardware, including latches, hinges, knobs, handles, handle sets, and locks are to be included. All locks to be keyed alike.

FINISH HARDWARE:
1. Door Stops: Install rigid door stop on all interior and exterior doors. Satin nickel finish.
2. Install an electric door bell.
3. Interior door hardware will be Kwikset Tylo in satin nickel finish. Dummy knobs may be used for bifold closets or mechanical access doors; passage knobs for closets, storage, and hallway doors; privacy knobs for bedrooms and bathrooms.
4. Exterior entries will have a keyed dead bolt (interior thumb turn) and knob lock set with all locks keyed the same. Kwikset Tylo or Schlage J Stratus or equal in satin nickel finish.
5. Install peep hole at rear exterior door

WINDOWS: Install Florida building code approved single hung 1 over 1, tilt sash vinyl windows with low-e impact resistant glass and screens. Jeldwen Impact 2500 Low-e. Color to be white, unless otherwise specified.

DIVISION 9—FINISHES

FLOORS: Install Home Decorators Luxury Vinyl Plank Flooring per manufacturer's instructions, pattern and color to be Cider Oak.

WALLS AND CEILING SHEATHING:
1. Walls shall be ½" drywall. Prime with sheetrock primer. Light Orange peel texture.
2. Ceilings shall be 5/8" drywall. Prime and paint with flat interior latex white paint. Finish all rooms with knockdown texture.

3. Bathrooms shall be green board

PAINT:
1. Interior: Owner will have two interior color choices: one for walls and one for trim. All paint to be used must mid-grade or better. Walls to be latex satin or eggshell finish, 2 coats. All trim must be primed and painted with latex semi-gloss finish, 2 coats. All ceilings are to be white using flat latex.
2. Exterior: Owner will have up to three exterior color choices: one for siding, one for trim, and one for exterior doors. Owner may opt to select same door and trim color. All paint to be used must be rated for exterior use. Siding to be latex flat finish, 2 coats. Trim and door latex satin or semi-gloss finish, 2 coats.

COUNTERTOPS:
Post form laminate countertops to be selected by owner, Wilsonart or Formica standard finish. One selection for all kitchen and bath(s).

DIVISION 10—SPECIALTIES

BATH ACCESSORIES: In each bath, install a toilet paper holder, 24" towel bar, and shower curtain rod. Color is brushed nickel. Minimum 24"x30" mirror in each bathroom over sink.

HANDICAPPED

SHELVING: All shelving shall be white vinyl coated steel or ventilated shelving. Closets shall have hanging rod. Install as shown on drawings.

MAILBOX: Provide post mounted mailbox to comply with USPS standards installed for mail truck accessibility. White or black mailbox. Install adhesive street numbers on mail box.

HOUSE NUMBERS: Install minimum 3" height metal (black or brushed nickel) house numbers above or beside front door (siding or trim). Numbers should be over contrasting color for visibility.

DIVISION 11—EQUIPMENT

APPLIANCES:

1. Appliances will be GE and will include the following, with homeowner selecting white or black color:
    *GE Range model number JB225DJWW or BB
    *GE Refrigerator model number GTE18CTHWW or BB
    *GE Microhood model number JVM3160DFWW or BB
2. Contractor will provide range whip and will provide for all ductwork to enable microhood unit to be vented to the outside.
3. If required, contractor will provide and install a new plug on homeowner's existing dryer

DIVISION 15—MECHANICAL SYSTEMS

SEPTIC SYSTEM: Abandon old septic system and install a new septic system and drainfield per included Florida Health Department specifications. County has already paid septic system fee for new system to Florida Health Department. Contractor will be responsible for fees related to tank abandonment.

PLUMBING: All plumbing and fixtures will be new and installed per Florida Building Code and manufacturer's instructions

1. Water Lines: Install all new lines from meter to all fixtures using PEX, PVC SCH 40, and/or CPVC.
2. Drain Lines: New PVC SCH 40
3. Water Heater: Install a 40 gallon electric water heater that meets or exceeds Florida Energy Standards.
4. Hose Bibbs: Two (2) ¼ turn exterior hose bibbs as shown on plans
5. Washing machine connection: install a recessed washer connection in Laundry area.
6. Kitchen Plumbing fixtures:
    *Kitchen Sink: Install a new dual-compartment, drop-in, 6.5" deep minimum stainless steel sink with brushed finish.
    *Kitchen Faucet: Delta Foundations, American Standard Colony, or Moen Adler single handle standard faucet with sprayer. Chrome or Brushed Nickel finish.
7. Bathroom Plumbing fixtures:
    *Tub/Shower: Unless otherwise noted on plans, tub/shower combo and showers will be white fiberglass one piece units with age in place backers.
    *Water Closet: White WaterSense certified comfort height elongated toilet with matching seat.
    *Lavatory Sink: Install round, drop in white vitreous china sink. Minimum 19" width (side to side)—Glacier Bay Aragon, Kohler Pennington, or equal.
    *Lavatory Faucet: Brass bodied WaterSense Delta Classic or equal. Chrome or Brushed Nickel. Lever style handles.
    *Tub/Shower Faucet and Valve: Brass bodied WaterSense Delta Classic or equal. Chrome or Brushed Nickel finish. Single Lever style handle
8. Shut-off valves shall be ¼ turn brass bodied only.
9. Ice Maker: Install water supply to the refrigerator and terminate in plastic ice maker outlet box.
10. No interior water lines shall run over head.

HVAC: Install a 15 seer heat pump system with heat strip back up.

BATHROOM VENTILATION: Install a min 70CFM VENTED exhaust fan with light to be discharged through soffit.

DIVISION 16—ELECTRICAL SYSTEMS

1. Install a 200 amp electrical service. New wiring copper conductor with non-metallic sheath over multiple conductors.
2. Door bell: Install hardwired push button doorbell at front door.
3. Cable/phone: Install 4 CATV outlets and 4 telephone outlets with connecting terminals. One of each in each bedroom and remaining outlets in owner identified locations.
4. Smoke Alarms: Hardwired smoke alarms as required by code
5. Wiring device colors: All wiring devices and device plate covers shall be white
6. Ensure the secure mounting and support of all lighting fixtures. Install ceiling fan mounting brackets in all bedrooms and living room. All light fixtures shall be installed plumb, square, and level with the ceiling, wall, and/or adjacent lighting fixtures.
7. Field verify all outlet and switch locations as shown on plans. Provide receptacle in cabinet above range for microhood. In bedrooms, provide a separate switch for ceiling fan and light. Install receptacle under kitchen sink for future dishwasher and disposal by owner if desired.

8. Contractor to furnish LED bulbs as required.
9. Lighting Schedule:

*Bedrooms and Living room: Hampton Bay ceiling fan with light kit, model AG524BN Glendale CFL or model number 51091 Lyndhurst LED in brushed nickel finish.
*Hallway and Laundry: Hampton Bay model number FZP8012A in brushed nickel finish.
*Kitchen: Lithonia Lighting model FMFL30840SATLBN Saturn Linear in brushed nickel finish.
*Kitchen Pendant: Westinghouse 1 light adjustable Mini Pendant Model in brushed nickel Model #70284 with Westinghouse 5 5/16” white linen barrel shade with 2 1/4” fitter Model#81003-00
*Dining room: Hampton Bay model 19708-000 Santa Rita 5 light chandelier in brushed nickel finish
*Master Bathroom: Hampton Bay model 73958/HD 3 light wall mounted LED fixture in brushed nickel.
*Hall Bathroom: Hampton Bay 3 light brushed nickel with frosted shades Model #HB2076-35
*Foyer: Project Source 13in Brushed Nickel flushmount Model# FJ10-031-1
*Ceiling mounted porch: Canarm Atlanta 1 light outdoor black flush mount. Model IOL207BK
*Wall mounted porch: Canarm Atlanta 1 light Outdoor black wall mount. Model IOL208BK

1809 W. Bobe

STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM

PERMIT#: 17-S2-1823521
APPLIC .TION #: AP 1329023
DATE PAID: J-5 1
FEE PAID: 750 c
RECEIPT #: 7+S') 3Hi?,?0
DOCUMENT#: PR1097193

CONSTRUCTION PERMIT FOR: OSTDS New

APPLICANT: Mattie Price

PROPERTY ADDRESS: 1809 W Bobe St Pensacola, FL 32501 595-0827

LOT: -0-04 BLOCK: 007 SUBDIVISION: Britton Place

PROPERTY ID#: 17-2S-30-1500-004-007 [SECTION, TOWNSHIP, RANGE, PARCEL NUMBER] [OR TAX ID NUMBER]

SYSTEM MUST BE CONSTRUCTED IN ACCORDA."lCE WITH SPECIFICATIONS AND ST ..NDARDS OF SECTION 381.0065, F.S., A. CHAPTER 64E-6, F.A.C. DEPA.".TMENT APPROVAL OF SYSTEM DOES NOT GUARANTEE SATISFACTORY PER.e—ORMA."lCE FOR ANY SPECIFIC PERIOD OF TIME. "f<-Y CHANGE IN MATERIAL FACTS, WHICH SERVED AS **A** BASIS FOR ISSUANCE OF **THIS PERMIT, REQUIRE THE P. PPLICANT TO MODIFY THE** PERMIT APPLICATION. SUCH MODIFICATIONS MAY RESULT IN THIS PERMIT BEING MADE NULL AND VOID. ISSUA."lCE OF THIS PERMIT DOES NOT EXEMPT THE APPLICANT FROM COMPLIANCE WITH OTHER FEDERAL, STATE, OR LOCAL PERMITTING REQUIRED FOR DEVELOPMENT OF THIS PROPERTY.

SYSTEM DESIGN AND SPECIFICATIONS

T [900] GALLONS/ GPD ,,Seotic CAPACITY
A [ ] GALLONS/ GPD N / A CAPACITY
N [ ] GALLONS GREASE INTERCEPTOR CAPACITY [MAXIMUM CAPACITY SINGLE TANK:1250 GALLONS)
K [ ] GALLONS DOSING TANK CAPACITY [ ]GALLONS @[ ]DOSES PER 24 HRS #Pumps [ ]

D [375] SQUARE FEET SYSTEM
R [ ] SQUARE FEET N/A SYSTEM
A TYPE SYSTEM: [X) STANDA."-D [ ] FILLED [] MOUND [ )
I CONFIGURATION: [x] TRENCH [ ] BED [ )

LOCATION ' Orange painted nail in utility pole

I ELEVATION OF'-FR D SYSTEM SITE [24.00 J INCHES V FT 1 [ABOVE / BELOW] BENCHMARK/REFERENCE POINT
E BOTTOM OF DRAINFIELD TO BE [52.00 J INCHES V FT J [ABOVE / BELOW] BENCHMARK/REFERENCE POINT
L
D FILL REQUIRED: [0.00 J INCHES EXCAVAT:ON REQUIRED: [ ] INCHES

0 T H E R

Approval is granted to install a new certified 900 gallon septic tank system and the installation of 375 sq. ft. of new drain field. Sleeve or utilize schedule 40 pipe for potable water lines within 10 feet of the drain field. Additional fill may be needed to level drain field area. Stabilize drain field per code. Potable water lines may not be within 2 feet of the drain field. A re-inspection will be charged for additional inspections. If benchmark is removed a $50 re-inspection fee will charged to reset the benchmark. Above must be completed prior to Final Inspection & Approval. Maintain all setbacks in accordance with FAC 64-6.

(Comments Continued on Page 2.)

SPECIFICATIONS BY: Christie T Gillenwater **TITLE:** Environmental Specialist II

APPROVED BY: Christie T Gillenwater **TITLE:** Environmental Specialist II Escambia CHO

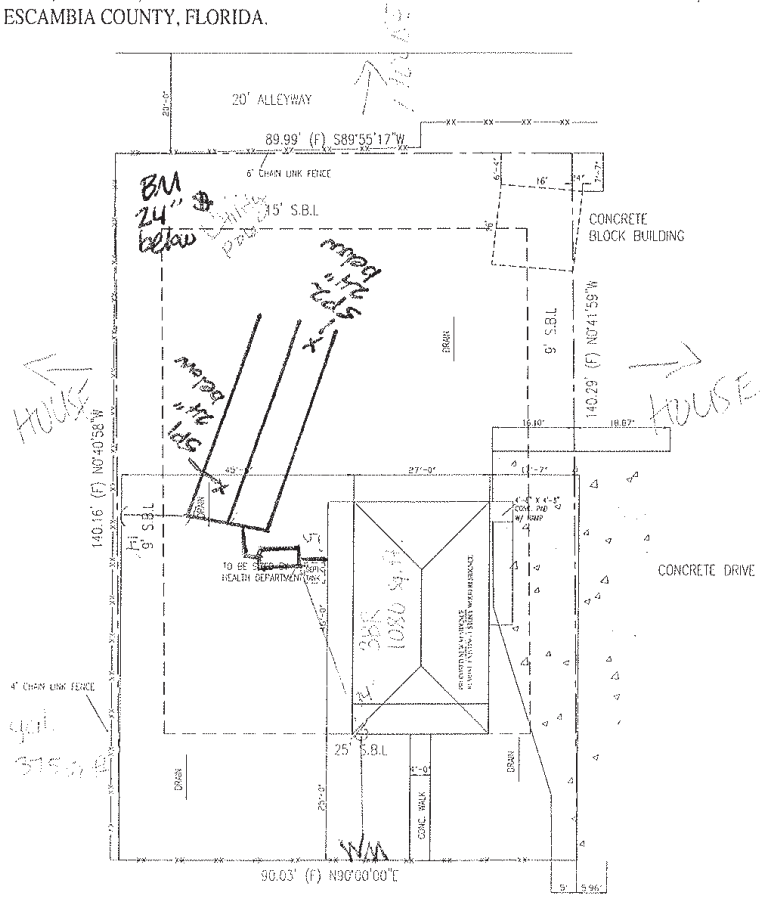
DATE ISSUED: 0310912018 EXPIRATION DATE: 09/09/2019

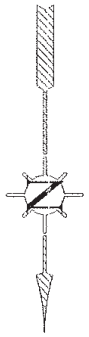
DH 4016, 08/09 (Obsoletes all previous editions which may not be used)
Incorporated: 64E-6.003, FAC

v 1.1.4 AP1329023 2E1067670

A RESIDENCE FOR MATTIE L. PRICE

LOTS ONE (1) TO SIX (6), BOTH INCLUSIVE IN BLOCK SEVEN (7), BRITTON PLACE, THE PENSACOLA REALTY COMPANY'S SUBDIVISION OF LOT 7 AND PARTS OF 1,2,6 AND 8, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THE SAID BRITTON PLACE BEING RECORDED IN DEED BOOK 154, PAGE 521, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.





1809 W Bobe St
1" = 30'
RG 3/9/18

- Tank 900 gal
- Leach 315 sq ft

1" = 30'

TODAYS 49th HOMES

DESCRIPTION: SITE PLAN

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DRAWN BY: B. BROWN | DATE: DEC 2017
SCALE: 1/8" = 1'-0" | SHEET NUMBER: 1 OF 4
DRAWING NO.: A-1809

Today's Homes of Northwest Florida, Inc.
DESIGNER: JAMES C. BUZBEE
101 S. ALCANIZ ST. PENSACOLA, FL 32501
(850)-432-2010 FAX: 434-2575 EMAIL: tdyhomes@bellsouth.net

ESCAMBIA COUNTY

HOME INVESTMENTS PARTNERSHIP (HOME) PROGRAM

Substantial Rehabilitation/Reconstruction Activity

FEDERAL CONTRACT COMPLIANCE PROVISIONS
FOR
CONSTRUCTION PROJECTS
(FUNDED IN WHOLE OR IN PART WITH HOME PROGRAM FUNDING OBTAINED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT)

Updated: February 2019

ESCAMBIA COUNTY
HOME INVESTMENTS PARTNERSHIP PROGRAM (HOME)

INFORMATION FOR BIDDERS

This project is financed through the HOME Program with funds obtained from the U.S. Department of Housing and Urban Development (HUD).

Section 3 Requirements: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12. USC 1701 U (Section 3). The purpose of Section 3 is to ensure that employment and other economic development opportunities generated by HUD assistance, to the greatest extent feasible, be directed to low and very low income persons. Section 3 businesses are encouraged to submit proposals.

Equal Opportunity/Affirmative Action: Minority and women-owned businesses are encouraged to submit bids.

Federal Labor Standards: This project is subject to Federal Labor Standards Requirements, including Davis Bacon requirements, Copeland Act, and Contract Work Hours and Safety Standards. All work performed on the project will be subject to the approved wage determination rates in bid documents. If applicable to this project, a separate Federal Labor Standards Packet will be provided.

For your bid to be considered responsive, you must complete the following certification forms:

For ALL Bids:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
4. Anti-Lobbying Certification (FORM D)
5. Certification of M/W/DBE Designation (FORM E)
5. Documentation of MBE and WBE Subcontractor Solicitation (FORM F)
6. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Ability Form (FORM G)
7. Architect, Engineer, or Contractor Certification Related to ADA Projects (FORM H)— ***NOT applicable to this project***
8. Certification of Receipt of Federal Labor Standards Provisions (INCLUDED IN FEDERAL LABOR STANDARDS PACKET)- ***Not applicable to this project***

For Contracts Exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM I)

2. Section 3 Affirmative Action Plan—including Table A and B only (FORM J)

Additional Certifications will be required by subcontractors prior to the start of work:

For ALL subcontracts:

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
2. Anti-Lobbying Certification (FORM D)
3. Certification of M/W/DBE Designation (FORM E)
4. Certification of Receipt of Federal Labor Standards Provisions (INCLUDED IN FEDERAL LABOR STANDARDS PACKET***) –Not applicable to this project.***

For all subcontracts exceeding $10,000:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)

For subcontracts exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM I)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM J)

Submission of Section 3 Utilization Report for Contracts Exceeding $100,000:

Prime contractors must submit a Section 3 Utilization Report to Escambia County or their designee prior to final payment of HOME funds for the project. This Report must include all Section 3 Employees of both the Contractor and ALL Subcontractors according to the Section 3 Affirmative Action Plan.

THIS PACKET CONTAINS THE FOLLOWING INFORMATION:

SECTION I:
FORMS/CERTIFICATIONS pages 4-18

SECTION II:
SECTION 3 INFORMATION AND REPORTING FORMS pages 19-24

SECTION III:
FEDERAL PROVISIONS pages 26-40

FORM A

CERTIFICATION OF NONSEGREGATED FACILITIES

(Contracts/Subcontracts Exceeding $10,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: HOME-SHIP Substantial Rehab/Reconstruction

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work

FORM B

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY (EEO)

(Contracts and Subcontracts Exceeding $10,000)

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the BIDDER has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY (check one): ☐ CONTRACTOR ☐ SUBCONTRACTOR
NAME AND ADDRESS OF CONTRACTOR/SUBCONTRACTOR (include ZIP CODE):

1. CONTRACTOR/SUBCONTRACTOR has participated in a previous contract or subcontract subject to the EEO Clause. Yes [ ] No [ ]

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes [ ] No [ ]

3. CONTRACTOR/SUBCONTRACTOR has filed all compliance reports due under applicable instructions, including SF 100. Yes [ ] No [ ]

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes [ ] No [ ]

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work

Contractors with 50 or more employees that have either a (1) contract, subcontract, or purchase order of $50,000 or more; or (2) serve as a depository of Government funds in any amount; or (3) are a financial institution serving as a issuing and paying agent of U.S. Savings Bonds and Savings notes are required to submit a SF 100, EEO-1 report annually, by September 1, documenting the number of employees by race, ethnicity, and gender for each of nine job categories.

FORM C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

Firm Name:

Firm Address:

FORM D

ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

FORM E

CERTIFICATION OF MBE/WBE/DBE DESIGNATION

Contractor ___DOES or ____DOES NOT qualify as an MBE/WBE/DBE FIRM

The undersigned swears that the foregoing statements are made as part of this application are true and correct and includes all material information necessary to:

1. Name and Address of Company:

2. Identify the Ownership Thereof: **% of Ownership**

3. Provide DOCUMENTATION that the company/firm is designated as a (check all that apply):

- ☐ **Minority Business Enterprise (MBE)**
- ☐ **Women Business Enterprise (WBE)**
- ☐ **Disadvantage Business Enterprise (DBE)**

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

WITNESSES:

By: **Print Name:**

By: **Print Name:**

FORM F

DOCUMENTATION OF MBE AND WBE SUBCONTRACTOR SOLICITATION

All bidders are required in accordance with 24 CFR 85.36 (e)(2)(vi) to document efforts to solicit minority-owned and women-owned subcontractors if subcontracts are to be let. Failure to document these efforts and complete this certification will cause the bid to be non-responsive and possibly rejected.

At a minimum, bidders are required to take the following action:

Assuring that minority businesses and women's business enterprises are solicited whenever they are potential sources by including written documentation of such action with the bid proposal. Written documentation may include, for example, (1) written quotes from MBEs and WBEs; (2) letters of solicitation prepared by the bidder and sent to MBEs and WBEs who may be potential sources; and (3) written accounts of phone solicitations of MBEs and WBEs. Such accounts must include the name of the MBE or WBE firm, mailing address, phone number and contact person at the MBE or WBE firm.

☐ I hereby certify that the ATTACHED DOCUMENTATION of efforts to solicit MBE and WBE subcontractors is to the best of my knowledge true and accurate. Furthermore, I understand that the ATTACHED DOCUMENTATION will be verified prior to awarding a contract.

☐ I hereby certify that no subcontracts will be let on this project

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

Firm Name:

Firm Address:

FORM G

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY

NAME OF COMPANY: _____
ADDRESS OF COMPANY: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

ATTACHED is the following documentation as evidence of status:

☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For business entity as applicable:
☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of Owners/Stockholders and % ownership each ☐ Corporation Annual Report
☐ Latest Board minutes appointing officers ☐ Additional documentation
☐ Organization chart with names and titles and brief function statement

For business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 business:
☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
☐ List of all current full time employees ☐ List of employees claiming Section 3 status
☐ PHA/HA Residential lease less than 3 years from the date of employment
☐ Other evidence of Section 3 status less than 3 years from the date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
☐ Current financial statement
☐ Statement of ability to comply with public policy
☐ Listed of owned equipment
☐ List of all contracts for the past two years

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

WITNESSES:
By: **Print Name:**

By: **Print Name:**

Contractor ___DOES or ____DOES NOT qualify as a Section 3 business

FORM H

ARCHITECT, ENGINEER OR CONTRACTOR'S CERTIFICATION
(for ADA PROJECTS ONLY)

COMPLIANCE WITH MINIMUM STANDARDS FOR

ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Contract No. _____

Project Name: _HOME-SHIP Substantial Rehab/Reconstruction

Location: 221 PALAFOX PLACE, PENSACOLA, FLORIDA

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for making Buildings and Facilities Accessible to and Usable By the Physically Handicapped, Number A-117.1R-1972 (as modified by CFR 101-19.603).

Architect, Engineer or
Contractor for the
Project: HOME-SHIP Substantial Rehab/Reconstruction

(Legal Name and Address)

_____

_____

Registration Number: _____

Signature: _____

N/A—ARCHITECT'S SIGNATURE ON FILE
(Print Name)

FORM I

CERTIFICATION OF SECTION 3 PROVISIONS

(Contracts/Subcontracts Exceeding $100,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: HOME-SHIP Substantial Rehab/Reconstruction

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 Plan was prepared and submitted as part of the bid proceedings.

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) if applicable prior to start of work.

FORM J

CONTRACTOR SECTION 3 AFFIRMATIVE ACTION PLAN

If award is received, _____ (Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within Escambia County, Florida.

A. To ascertain from the locality's CDBG/HOME program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, African American Chamber of Commerce, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if vacancy exists.

*D. To insert this Section 3 plan in all bid documents and in subcontracts over $100,000, and to require all bidders or subcontractors to submit Tables A and B from said subcontractors and to obtain all documentation for completion of Tables C and D prior to final payment. Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

_____

*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

J. To list on Table A, information related to proposed subcontractors to be awarded to Section 3 businesses.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

Company Name:

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO SECTION 3 BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO SECTION 3 BUSINESSES*

Company Name:

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

Project Name: HOME-SHIP Substantial Rehab/Reconstruction **Project No:**

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

JOB CATEGORY	ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT	NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NO OF POSITIONS NOT OCCUPIED	NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICER/SUPERVISIORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:_____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

Company Name:

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

Project Name: HOME-SHIP Substantial Rehab/Reconstruction **Project No:**

*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

TABLE C
CONTRACTORS'S SECTION 3 NEW HIRES REPORT

JOB CATEGORY	ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT	NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NO OF POSITIONS NOT OCCUPIED	NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICER/SUPERVISIORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:_____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

NOTE: Must be submitted by Contractor prior to final draw.

Company Name:

Name and Title of Authorized Representative (Please Print or Type):

Signature: **Date:**

Project Name: HOME-SHIP Substantial Rehab/Reconstruction **Project No:**

*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

TABLE D
CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Prime Contractor: **Address:**

Project Name: HOME-SHIP Substantial Rehab/Reconstruction

Contract Amount:

Name of Subcontractor	Section 3 business (Y/N)?	Address/Phone	Trade, Service or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid?	FED ID #

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES: $_____

A Section 3 Business concern is a business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

SECTION II

SECTION 3 - ECONOMIC OPPORTUNITIES

What is Section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

Section 3 Policy

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents
- **Low and very-low income** persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

Determining Income Levels

- **Low income** is defined as 80% or below the median income of that area.
- **Very low income** is defined as 50% or below the median income of that area.
- Current income levels by household size for the **Escambia County area** are provided in the table below (2018):

# PERSONS IN FAMILY	50% OF MEDIAN	80% OF MEDIAN
1	$22,850	$36,550
2	26,100	41,750
3	29,350	46,950
4	32,600	52,150
5	35,250	56,350
6	37,850	60,500

What is a Section 3 business & what types of economic opportunities are available under Section 3?

A **Section 3 business** is a business:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Types of Opportunities:

- Job training
- Employment
- Contracts

Examples include:

- Administrative/Management:

Accounting, payroll, research, bookkeeping, purchasing, word processing

- Services:

Appliance repair, florist, marketing, carpet installation, janitorial, photography, catering, landscaping, printing, computer/information, manufacturing, transportation

- Construction:

Architecture, bricklaying, carpentry, cement/masonry, demolition, drywall, electrical, elevator construction, engineering, fencing, heating, iron works, machine operation, painting, plastering, plumbing, surveying, tile settings

Who will award the economic opportunities?

Recipients of HUD financial assistance ***and their contractors and subcontractors are required*** to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is expended
- Participants in HUD Youthbuild programs
- Homeless persons

How can businesses find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including seasonal and temporary employment, as well as long-term jobs.

Employment goals are based on "new hires", which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement. This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

SAMPLE OUTREACH LETTER

Dear _,

Our office is seeking quotes from building trades, subcontractors, and suppliers for construction of [ADDRESS]. This letter is to inform your agency of possible contracting opportunities and/or employment due to this project. We are seeking subcontractors and suppliers who can provide services relevant to the construction of this project. We like to provide your agency an opportunity to quote and provide services for the project.

For further information, please contact:

Sincerely,

Contractor

SECTION 3 COMPLIANCE REPORT

Attached is a sample SECTION 3 SUMMARY REPORT to be completed by every contractor/subcontractor awarded a construction contract of $100,000 or more on a CDBG or HOME project and must be submitted to County before final funds are released.

PDF or Excel Version may be requested from the Escambia County Neighborhood Enterprise Division at ned@myescambia.com or 850-595-0022.

Section 3 Summary Report

Economic Opportunities for Low – and Very Low-Income Persons

HUD Field Office

1. Recipient/ Project Name:	2. TDHCA Contract number	3. Total Amount of Award:

Project Address/ Location:	4. Contact Person:	5. Phone: (Include area code)

Email:	6. Contract Begin Date:	Contract End Date:	Revised End Date:	7. Report Period Begin Date:	Report Period End Date:

8. Date Report Submitted:	9. Program Code*: (Use separate sheet for each program code.)	10. Funding Program Name:
	Select a code	

Part I: Employment and Training (Columns B, C and F are mandatory fields. Include New Hires in E &F)**

A	B	C	D	E			F
Job Category	Number of New Hires	Number of New Hires that are Sec. 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees* S3E&TH	/ TSH	= %	Number of Section 3 Trainees
Professional			**0.0%**			0.0%	
Technician			**0.0%**			0.0%	
Foreman/ Supervisor			**0.0%**			0.0%	
Office/ Clerical			**0.0%**			0.0%	
Cleaning/ maintenance			**0.0%**			0.0%	
Demolition			**0.0%**			0.0%	
Construction by Trade							
Cabinet Maker			**0.0%**			0.0%	
Carpenter			**0.0%**			0.0%	
Concrete/ Terrazzo			**0.0%**			0.0%	
Craftworker, skilled			**0.0%**			0.0%	
Drywall/ Ceiling Tile			**0.0%**			0.0%	
Electrician			**0.0%**			0.0%	
Fencing			**0.0%**			0.0%	
Flooring / Carpet			**0.0%**			0.0%	
Gutter Installer			**0.0%**			0.0%	
Hazardous Materials			**0.0%**			0.0%	
HVAC			**0.0%**			0.0%	
Insulator			**0.0%**			0.0%	
Laborer			**0.0%**			0.0%	
Landscape			**0.0%**			0.0%	
Masonry, Plaster, Stucco			**0.0%**			0.0%	
Painter			**0.0%**			0.0%	
Paving			**0.0%**			0.0%	
Plumber			**0.0%**			0.0%	
Power Equipment Operator, Skilled			**0.0%**			0.0%	
Power Equipment Operator, Unskilled			**0.0%**			0.0%	
Roofer			**0.0%**			0.0%	
Sprinkler Installer			**0.0%**			0.0%	
Tile/ Marble Cutter/ Setter			**0.0%**			0.0%	
Truck Driver			**0.0%**			0.0%	
Total	0	0	**0.0%**	0	0	0.0%	0

*Use column E if necessary to compare groups containing both full and part-time workers, and those working overtime.

Show Section 3 Employees' and Trainees' hours worked, divided by Total staff hours worked.

*Program Codes 4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
8 = CDBG State Administered
9 = Other CD Programs
10= Other Housing Programs

Part II: Contracts Awarded during the period of this report (item 7, above)

1. Construction Contracts:

A. Total dollar amount of construction contracts awarded on the project		
B. Dollar amount of construction contracts awarded to Section 3 businesses		
C. Percentage of construction contract dollar amount awarded to Section 3 businesses		0.0%
D. Number of Section 3 businesses receiving construction contracts		

2. Non-Construction Contracts:

A. Total dollar amount of non-construction contracts awarded on the project/activity		
B. Dollar amount of non-construction contracts awarded to Section 3 businesses		
C. Percentage of non-construction dollar amount awarded to Section 3 businesses		0.0%
D. Number of Section 3 businesses receiving non-construction contracts		

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

Other; describe below (Include any obstacles that prevented achieving program goals).

Failure to meet hiring and contracting goals requires a description of obstacles that prevented achievement.

Narrative:

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included

SECTION III

FEDERALLY RELATED CONTRACT PROVISIONS AND WAGE RATE INFORMATION

THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project, including applicable Wage Rates which must be paid to workers on the job. All of the requirements in this section should be carefully reviewed by the Bidder/Contractor and all Subcontractors.

Each Contractor must conform with the following:

I. Compliance with Determination of Prevailing Wage Rate and Affidavit

A. The Contractor shall affirm, to the satisfaction of the County, that all wage rates paid to any worker engaged in any craft or occupation, in the performance of the work for which this contract shall be made, shall be not less than those rates specified in the attached Wage Determination **NOT APPLICABLE TO THIS PROJECT** issued by the U.S. Department of Housing and Urban Development. This requirement shall extend to all employees provided by a subcontractor and similarly employed in the performance of this contract.

B. All Contractors and subcontractors engaged in any manner whatsoever in any aspect of the performance of this contract shall execute an affidavit stating that a schedule of prevailing wage rats, as required by Title 29, Part 5 (a)(1) of the Code of Federal Regulations, has been posted as required on the premises of the work to be done. A copy of the Wage Determination and a copy of the form of Affidavit required are included in the LABOR STANDARDS PROVISIONS PACKET.

C. All contractors and subcontractors must submit certified Weekly Payroll Reports using HUD Form WF 347 or an equivalent document providing the required information.

II. Standard Contract Provisions (Full Text Attached)

All applicable Federal provisions are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Labor Standards Provisions
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Based Paint Prohibition

9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women Owned Business Listings
15. Americans with Disabilities Act (ADA)

III. Affirmative Action Plan

The successful bidder must provide documentation that the company has duly adopted an Affirmative Action Plan, and must provide at least one (1) copy of the Plan with the bid submission.

IV. HUD Section 3 Plan and Compliance Requirements

The successful Bidder must complete an acceptable Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities (forms enclosed).

V. Access to Related Documents

Bidder understands that acceptance of this contract assures that the County, Department of Housing and Urban Development, Florida Department of Community Affairs, Comptroller General of the United States, or any duly authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained for a period of at least three (3) years and longer should they be the subject of inspection, litigation, or under review.

VI. Interest of Certain Federal and Other Officials

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share of part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is locate, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

VII. Reporting, Copyrights, and Patents

All required reports will be promptly submitted to the county and/or other Federal/State agencies and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency and will be made available as directed by such agency.

VIII. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS. All contracts shall contain a provision requiring compliance with E.O. 11246. "Equal Employment Opportunity"

A. Activities and Contracts Not Subject to Section 202 (applicable to Federally assisted construction contracts and related subcontracts $10,000 and under)

During the performance of the contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, 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.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202 (all contracts/subcontracts above $10,00)

(1.) Section 202 Equal Opportunity Clause: During the performance of this contract, the contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, 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 Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the labor union or worker's representatives of the Contractor's commitment under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a

means of enforcing such provisions, including sections of noncompliance: *Provided,* however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2.) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding $10,000.)

(a.) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b.) The goals and timetables for minority- and female-participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation: 19.9%

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida.**

(3.) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

i. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

iii. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

iv. "Minority" includes:

(A.) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(B.) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(C.) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(D.) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(c) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually

required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(d) The Contractor shall implement the specific affirmative action standards provided in paragraphs (g) (i) through (xvi) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

(g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

    i. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to

minority or female individuals working at such sites in such facilities.

ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

v. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all

employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

viii. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

ix. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

x. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

xii. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

xiii. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations g(i) through (xvi). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(i) through (xvi) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

(j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(l) The Contractor shall carry out-sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as

amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(n) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and encourage present minority and female employees to recruit other minority persons and women and, where reasonable, upon the application of requirements for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offer or, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for

employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate

action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, it successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts $2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract

understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

IX. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the

contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

X. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures):

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations there under (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of

workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

XI. Access to Record/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deeded necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of **six (6)** years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

XII. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

XIII. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/Jacksonville Office, the Florida Office of Supplier Diversity, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract

conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

XIV. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis Bacon Act provisions. The laws generally require that:

1. A minimum wage of $7.25/hour be paid **(unless higher rates are required by Florida Statute, wherein the higher of the Federal minimum wage rate or the Florida minimum wage rates shall be paid)**;
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of $10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine ($1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

NOTE: The Minimum Wage required in the State of Florida is currently $8.46 per hour. Therefore, contractors must pay at least this amount to hourly workers

XV. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

XVI. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of

1968, 42 U.S.C. 4151, and amendments thereto

XVII. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

In the event that any ground disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300 foot radius and the materials protected. Notify the Escambia County Neighborhood Enterprise Division immediately for contact with the State Historic Preservation Officer and other relevant entities to provide input before construction resumes.

XVIII. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

XIX. Energy Efficiency

The Contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the Florida State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

XX. Environmental Compliance

As described elsewhere in this document, if this contract exceeds $100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15). The Contractor shall include this clause in any subcontracts over $100,000.

EXHIBIT O

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16107 **County Administrator's Report 10. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Contract Award for Financial Auditing Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Financial Auditing Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and Warren Averett, LLC, per the terms and condition of PD 18-19.004, Financial Auditing Services as follows:

1. Year 1, in the amount of $220,000;
2. Year 2, in the amount of $222,200;
3. Year 3, in the amount of $224,422;
4. Year 4, in the amount of $226,666; and
5. Year 5, in the amount of $228,933.

Grand Total Price for Audit Services for 5 years - $1,122,221.

[Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101]

BACKGROUND:

The Request for Proposals was advertised on February 11, 2019 in the Pensacola News Jouranl. Nine firms were notified of the solicitation. Three firms responded to the solicitation on February 26, 2019. The Selection Committee held discussions with three firms on March 15, 2019. Based on the selection criteria, the committee sleected Warren Averett, LLC as the best firm able to provide the necessary services.

Per Florida Statute 218.391 prior to the selection of an auditor all non-charter Counties must have an auditor selection committee that includes, at a minimum,

representatives from each of the elected officials subject to the annual audit. This audit committee consisted of a representative from the Board, Tax Collector, Property Appraiser, Sheriff and Supervisor of Elections. This committee met to write the scope of the request for proposals (RFP), develop the decision criteria, serve as the selection committee and make recommendations to the Board after hearing proposals from respondents. This committee received three responses which were ranked as follows:

1. Warren Averett, LLC
2. Plante & Moran, PLLC
3. Saltmarsh, Cleveland & Gund, P.A.

Negotiations were held on March 30, 2019.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 140201. Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia Count, Fl, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts and is in compliance with Florida Statute 218.391.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the agreement and purchase order.

Attachments

Agreement

Register of Submitters

PD 18-19.004 Financial Auditing Services Solicitation

AGREEMENT FOR FINANCIAL AUDITING SERVICES (PD 18-19.004)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Warren Averett, LLC (hereinafter referred to as "Auditor"), a limited liability company authorized to conduct business in the State of Florida, FEI/EIN 45-4084437, whose principal address is 2500 Acton Road, Birmingham, AL 35243.

WITNESSETH:

WHEREAS, the County issued a Request for Proposal for Financial Auditing Services (PD18-19.004); and

WHEREAS, in response to the solicitation, the Auditor submitted a proposal dated February 25, 2019; and

WHEREAS, the County determined that the Auditor was the most responsive and responsible firm whose proposal met the requirements and criteria set forth in the solicitation; and

WHEREAS, the County desires to enter into an agreement with the Auditor for the provision of annual financial audit services as specified herein; and

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the County to request and the Auditor to provide expert witness services in connection with court proceedings arising out of projects in which the Auditor provided audit services.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto 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. The Board of County Commissioners has complied with the auditor selection procedures provided in §218.391, Florida Statutes, and has selected the Auditor to perform the services hereunder.

3. Term. This Agreement shall commence upon the date last executed by the parties and continue for an initial term of five (5) years, subject to termination as provided herein. Upon mutual agreement of the parties, the Agreement may be renewed for up to five (5) additional one-year terms.

4. Scope of Services. The Auditor shall perform financial auditing services, including, but not limited to, the scope of services provided in Escambia County's *Request for Proposals for Financial Auditing Services, Specification No. P.D. 18-19.004*, 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.

The County may authorize additional services to be performed pursuant to this Agreement through the issuance of a Work Order setting forth a specific Scope of Services, the amount of compensation, deliverables, and date of completion. Authorization for additional services shall

be subject to the approval of the BCC in accordance with the County's Purchasing Policies and Procedures.

5. Compensation. The County agrees to pay Auditor a total fee for annual audit services in accordance with the Schedule of Fees and Expenses for Audit Services and the Schedule of Fees for Additional Services, attached hereto as **Exhibit B**. Failure to timely submit the annual audit report will result in the withholding of further fee payment by the County until satisfactory submission is made. In addition, the County reserves the right to terminate this Agreement upon completion of the auditor's services for the fiscal year in question and award a contract for the remaining audit years to another firm.

6. Method of Payment. Consultant may request payment from the County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing and identify the nature of services performed with appropriate supporting documentation. Requests for payment shall not be made more frequently than once a month. All 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, Florida Statutes, as amended.

7. Standard of Care. The Auditor certifies that it is a certified public accounting firm duly licensed under Chapter 473, Florida Statutes, and is fully qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. The Auditor shall exercise the same degree of care, skill and diligence in the performance of the services as ordinarily provided by a professional under similar circumstances, and Auditor shall, at no additional cost to the County, re-perform any services that fail to satisfy the foregoing standard of care.

8. Termination. Either party may terminate this Agreement for cause upon providing not less than seven (7) days written notice to the other party. The County shall have the right to terminate this Agreement without cause upon providing fourteen (14) days written notice to Auditor, and Auditor shall terminate the performance of services on a schedule acceptable to County or at the end of this fourteen (14) day period. In the event of termination for County's convenience, the County shall pay Auditor for all services performed through the date of termination.

9. Force Majeure. Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party, including, but not limited to, fire, flood, earthquakes, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances preventing continued performance of the obligations of this Agreement.

10. Indemnification. Auditor shall indemnify and hold harmless the County, its elected and appointed officials and employees from liabilities, damages, losses and costs, including, but

not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Auditor and persons employed or utilized by Auditor in the performance of this Agreement. Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the County to enforce this Indemnification Clause shall be borne by the Auditor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

11. Insurance. During the performance of this Agreement, Auditor 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) Professional Liability with $1,000,000 per occurrence minimum limits.

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that if the Auditor 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.

Auditor agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days prior notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Escambia County, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

12. Independent Contractor Status. The parties intend by this Agreement that Auditor is an independent contractor and not an employee of County. Auditor shall not be considered an employee of County at any time, under any circumstances, or for any purpose. Neither party is the agent of the other nor neither shall have the right to bind the other by contract or otherwise, except as herein specifically provided. As an independent contractor, Auditor has and shall retain sole responsibility for all workers' compensation, unemployment compensation, withholding, and employment taxes due to federal, state or local governments in the performance of this Agreement. Auditor shall not be entitled to participate in or receive any benefits under any benefit plan or program of County including, without limitation, medical, dental, disability, group life, retirement savings plan or program, vacation, or holidays. Auditor agrees to indemnify, defend and hold harmless County from any claims by him, or by any federal, state, or local government agency, on account of wages, withholding and employment taxes, or workers' compensation claims, or any other actions arising out of Auditor's performance of this Agreement.

13. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Auditor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Auditor 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 Auditor 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, Auditor 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 Auditor 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 Auditor seven days written notice, during which period the Auditor still fails to allow access to such documents, terminate the Agreement. In such case, the Auditor 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 Auditor.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

15. Nondisclosure of Proprietary Information. Auditor shall consider all information provided by the County and all reports, studies, calculations and other documentation resulting from the Auditor's performance pursuant to this Agreement to be proprietary unless such information is available from public sources or is a public record under Chapter 119, Florida Statutes. Auditor shall not publish or disclose proprietary information for any purpose other than the performance of services pursuant to this Agreement without the prior written authorization of County or in compliance with a lawful court order.

16. Ownership of Documents. All reports and other documents resulting from the Auditor's performance of services pursuant to this Agreement shall become the property of the County upon final payment to the Auditor for the County's use and distribution as may be deemed appropriate by the County. All working papers and other memoranda relating to any agency, entity, or constitutional officer that is subject to the audit that may be produced by the Auditor in the course of performing services pursuant to this Agreement shall remain the property of the Auditor but, with the appropriate written authorization, shall be made available to the County for examination or duplication at no cost to the County.

17. Use of Systems and Software. The Auditor shall obtain the County's written permission prior to using the County's computer system or software. The Auditor agrees that such system use will be controlled by the County so as not to disrupt its ongoing daily operations.

18. Non-waiver. A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion of provisions held to be void. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of compensation jurisdiction.

20. Entire Agreement. This Agreement contains the final, complete, and exclusive statement of the terms of the Agreement between the parties and supersedes all prior oral or written agreements. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters of other communications between the parties pertaining to the services, whether written or oral. The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both parties.

21. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Auditor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

22. Compliance with Laws. Auditor will comply with all applicable regulatory and other applicable requirements including federal, state, and local laws, rules, policies, or guidelines related to the performance of this Agreement.

23. Conflict of Interest. Auditor agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Auditor further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Auditor also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

24. Contingent Fees. The Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Auditor 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 Auditor, any fee, commission, percentage, gift or any 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.

25. Truth-in-Negotiation Certificate. Execution of this Agreement by the Auditor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Auditor's most favored customer for the same or substantially similar services. The said rates and cost shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Escambia County	Warren Averett, LLC
Attention: Stephan Hall	Attention: Kristen McAllister
221 Palafox Place, Suite 440	316 South Baylen Street, Suite 300
Pensacola, FL 32502	Pensacola, FL 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman
Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk
(SEAL)

WARREN AVERETT, LLC

By: _____
Kristen McAllister

WITNESS: _____

WITNESS: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 03-21-2019

PART II – STATEMENT OF WORK

2.1 WORK OBJECTIVE

This RFP solicits proposals from certified public accounting firms to provide the County with an annual financial statement audit. The RFP is to provide responding parties with guidelines and information to aid in their submission of proposals.

The County will contract for five annual audits (2019, 2020, 2021, 2022, and 2023) based on a fee not to exceed a maximum amount (per year) with provisions for extension of the contract for five one year renewal terms. Additional services will be contracted for separately with the County reserving the right to solicit to other firms.

Escambia County has a population of approximately 315,187 people and is located in the northwestern part (the "Panhandle") of Florida. The County employs some 2,497 full-time employees and has total net position of over $602 million and revenues of over $506 million for the year ending September 30, 2017. The County organizational chart is presented on pages 36 & 37. The County has consecutively received the GFOA's Certificate of Achievement.

The County provides a pension plan through the Florida Retirement System (FRS) for all full-time employees of the County. FRS is a multiple employer cost sharing defined benefit pension plan established in 1970 by Chapter 121, Florida Statutes and is administered by the Florida Department of Management Services, Division of Retirement. Financial reports including financial statements and required supplementary information are available.

The County's accounting system is substantially fully automated. All Clerk Finance Department staff have a personal computer with access to the accounting system(s). Computer access will be made available to the auditors. The primary accounting software is an integrated financial system supplied by Superion (formerly Sunguard Pentamation), including general ledger, payroll, purchasing, fixed assets, accounts receivable, cash receipts, and extended reporting. The Finance Department utilizes reports from the accounting software, various spreadsheets, and word processing documents in preparing the Comprehensive Annual Financial Report (CAFR). In addition, Finance Department staff use personal computers extensively in day-to-day applications.

The County will provide adequate work and storage space during the field work period. County staff will be available to pull documents and prepare schedules that are agreed to prior to the start of the year-end field work.

Available for inspection are the County's CAFR, CAFR AG and Annual Audit Reports (for various years) on the Clerk's Website at www.escambiaclerk.com.

2.2 SCOPE OF WORK TO BE PERFORMED

The scope of the audit engagement will require the examination of the BCC and individual elected officials', the Pensacola Bay Center, and the Law Library (collectively known as "the County") financial statements as required by the Auditor General for the period of October 1, 2019 through September 30, 2023, and verification of beginning balances, in order to express an opinion on the fairness with which they present the financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

The funds and account groups to be audited are those included or includable in the County's annual audit report (available at www.escambiaclerk.com). The County shall have closed, balanced, and prepared financial statements for all funds and account groups to be examined by the auditor in a schedule of events ending prior to November 25th, of each year, with the exception of the GASB 68 Florida Retirement System entry. The Clerk will have primary responsibility for producing the CAFR (and all elements thereof) as well as the Annual Audit Report. The auditor shall assist in finalizing the County's annual financial report, and shall include an opinion in its report regarding the County's CAFR; as well as the individual elected officials' audit reports (including notes to financial statements), and shall include an opinion in its report regarding the County's CAFR and supplemental financial schedules. The opinion shall reference the audit of the County's governmental and business-type activities, each major fund and the aggregate remaining fund information. The County shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the County's CAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The County's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

All records of constitutional officers of Escambia County, Florida, shall be included in the single combined audit report with separate management letters for each constitutional officer.

The audit should be performed in accordance with the following as they exist or as each may be subsequently amended:

- Generally accepted governmental accounting principles as promulgated by GASB
- Statements on Auditing Standards (GAAS) promulgated by the American Institute of Certified Public Accountants (AICPA)
- Government Auditing Standards (GAS) issued by the Comptroller General of the United States
- Uniform Guidance (2CFR 200) and other applicable OMB circulars
- The Federal and Florida Single Audit Acts
- Florida Statutes as applicable
- Regulations of the Florida Department of Financial Services
- Rules of the Auditor General, State of Florida, Chapter 10.550
- Audits of State and Local Governmental Units (AICPA Audit Guide revised) or other authoritative standards
- Any applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

The auditors shall perform a study and evaluation of internal accounting and administrative controls as required by GAAS and GAO. If weaknesses are noted, recommendations should be

reviewed with the appropriate level of management and included in a separate Management Letter to each elected official.

Timeliness and the ability to complete the individual audit reports in a timely manner are critical factors in the performance of the audit. The proposer should include a proposed audit plan in consideration of the County's plan outlined in Appendix A (which will be subject to annual negotiation). The auditor will coordinate the audit with the Clerk's Finance Director and will mutually endeavor to accomplish the audit in a phased basis throughout the year to reduce the year-end workload on the County's financial audit activities.

The auditor will review and accept separate audit reports for the Human Relations Commission, the Santa Rosa Island Authority, the Pensacola Economic Development Commission, Law Library and the Housing Finance Authority.

The Auditor agrees to do the GFOA checklist review for submission to the GFOA.

The auditor will agree to end field work by February 8th and to complete a review of the CAFR in time for the County to release the CAFR by March 1st and the Annual Audit Report by the same date.

2.3 REPORTS TO BE ISSUED

The County requires:

- An opinion on the CAFR
- An opinion on the government-wide basic financial statements and all supplementary information
- A separate single audit report that complies with Uniform Guidance (2CFR200) and Rules of the Auditor General, State of Florida, Chapter 10.550 for Federal and State Programs
- A Schedule of Financial Assistance, both Federal and State
- A reports on compliance and internal control over financial reporting
- A report on Landfill Management Escrow Account activity
- A report on Section 29.008 Article V revenues and expenditures
- Individual management letters as required by Florida Statute 11.45(3)(a)4 and defined in Rule 10.554, Rule of the Auditor General, for each elected official in accordance with the Auditor General of the State of Florida that includes a summation statement of audit findings and recommendations affecting financial statements, internal control, etc.
- Data collection form for reporting on audits of states, local governments, and non-profit organizations
- Any attestations of conclusions or special reports as required from time-to-time by Florida Statutes or Rules of State Agencies
- Review the Annual Financial Report (AFR), filed via LOGER
- Issuance of Constitutional Officers' Financial Statements
- Detention Commissary Audit
- Law Library Audit Report

Prior to submission of the completed report, the audit firm's staff will be required to review a draft of the proposed report and management letter with individual constitutional officers.

After delivery of the final audit report, the firm shall have the responsibility to notify each constitutional officer of his/her right to provide a written statement of explanation or rebuttal to the auditor's comments, including corrective action to be taken.

The independent audit reports shall be delivered by the auditor to the Clerk's liaison for inclusion in the audit report that is published on behalf of the County.

2.4 SPECIAL CONSIDERATIONS AND SERVICES

A. The County will send a CAFR to the GFOA of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program by providing technical advice to ensure awarding of certification, including GFOA checklist review.

B. The schedules of federal and state financial assistance and related auditor's report, (data collection report) as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the CAFR.

C. Review of the accrued liability reserves for the County's self-funded Health Insurance fund, workers compensation fund and the general liability fund.

D. Review of the financial report of the County filed with the Department of Banking and Finance, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the financial statements for the year ended September 30, 2019 and all subsequent years covered by this agreement.

E. Review and issuance of special reports as required for:

- ♦ The landfill liability financial assurance
- ♦ Article V Section 29.008 report
- ♦ Detention Commissary Audit Report
- ♦ Law Library

F. The auditor must designate the partner in charge and two (2) "key" members of the audit team. The County shall reserve the right to approve any substitutions or changes in those staff designated as "key".

G. The auditor shall report to the Clerk at least weekly the status of any potential audit adjustments so that the County may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Clerk no later than 90 days following the end of the fiscal year under audit.

H. The auditor will be available to attend the BCC meetings at which time the audit report will be submitted for acceptance. The auditor will be available to present the report or to respond to BCC questions as needed.

I. There may be instances where the auditor will need to rely on estimates prepared by third-party specialists in respective fields such as engineering and/or actuarial estimates. Guidance found in SAS 73 will govern the use of third-party estimates.

2.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All reports and other documents that result from the auditor's services shall become the property of the County after final payment to the auditor. No changes or revisions to such documents shall be made by the County or its agents without the auditor's written approval.

Working papers are the property of the auditor and should be held locally for a period of five years. Working papers, including those of all agencies and Constitutional Officers subject to this audit and all supporting documentation, will be available for examination or duplication without charge to the Escambia County Board of County Commissioners, authorized County personnel or designated agencies, representatives of the cognizant Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General or the State Board of Accountancy. They will be made available for examination or duplication at reasonable charge to subsequent auditors engaged by the County.

The auditor will agree to notify the County if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the County or any government client audited by the local office.

To make each proposer aware of certain additional contractual requirements, which the County will provide for the contract, the following points are made:

a) Understanding the nature of most CPA firms' promotion/resource reallocation practices, the County will reserve the right to approve the re-designation of any partner, manager, or seniors at the on-site supervisory or higher level. Each proposer should be aware of the County's interest in the on-site expertise and experience of the proposed project team.

b) We expect immediate compliance with any expanded scope definitions and will only consider fee adjustment where significant change can be demonstrated which will materially affect what the County should have expected the auditor to accomplish at the time of fee determination.

c) The auditor acknowledges that it will conduct its business in conformity with the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event the auditor causes or in any way promotes or encourages a County officer, employee, or agent to violate Chapter 112, Florida Statutes, the County shall have the right to immediate termination of this agreement.

PART III - TIME REQUIREMENTS

3.1 SCHEDULE FOR CONDUCTING AUDITS

Each of the following should be completed by the Auditor no later than the dates indicated:

A. Interim Work – The auditor shall complete interim work by August 31, 2019 and all subsequent years covered by this contract.

B. Detailed Audit Plan – The auditor shall provide the County by July 31st each year both a detailed audit plan and a list of all schedules to be prepared by the County.

PART IV – ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

4.1 FINANCIAL SERVICES DEPARTMENT AND CLERICAL ASSISTANCE

The County staff and responsible management personnel will be available during the provision of services to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

4.2 WORK AREA, TELEPHONES, PHOTOCOPYING AND FAX MACHINES

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and facsimile machines. The auditor will provide their own personal computer equipment and printers. The auditor will provide their own office supplies, such as pens, printer paper, etc.

4.3 REPORT PREPARATION

CAFR and annual audit report preparation, editing and printing shall be the responsibility of the Clerk. Preparation and printing of other reports described herein shall be the responsibility of the proposer. The auditor will coordinate the delivery of each constitutional officer's stand-alone financial statements and notes to the Clerk no later than December 5th so that the Clerk can prepare the consolidated financial statements used in the preparation of the CAFR.

PART V – INSTRUCTIONS FOR PREPARING PROPOSALS

5.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

5.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format and follow the numbering format below for tabbing/indexing their RFP submittal. Proposal to include but not limited to:

1. Title Page: Title page showing the RFP's subject; the firm's name; the name, address and telephone number of contact person; and the date of the proposal.

2. Table of Contents: The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

3. Letter of Transmittal: This letter will summarize in a brief and concise manner the following:

   - Proposer's understanding of the scope of work and make a positive commitment to timely performance of work.
   - The letter must name all persons or entities interested in the proposal as principals.
   - The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
   - Identify all of the persons authorized to make representations for the proposer, including the titles, addresses and telephone numbers of such persons.
   - An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

   The firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The County will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the County. The letter should not exceed two pages in length.

4. Executed copy of Drug Free Workplace.

5. Proposer Guarantee (Appendix B).

6. Notarized Acknowledgement of Business Type Form.

7. Statement acknowledging receipt of each addendum issued by the County.

8. Understanding of Scope of Services as detailed Part II.

9. Technical Proposal (as detailed herein).

5.3 CONTENT OF TECHNICAL PROPOSAL

A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firms and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items B through R, must be included.

TECHNICAL PROPOSAL SHOULD UTILIZE SAME NUMBERING FORMAT IDENTIFIED HEREIN

B. Independence

1. The firm shall provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards and the US General Accounting Office's Governmental Auditing Standards.

2. The firm shall also disclose any relationships or business dealings either the firm itself or its key partners and personnel have with the County or key County personnel that could appear to be a conflict.

3. The firm should list and describe the firm's or any individual in the firm's professional relationships, if any, involving the County or key County personnel for the past five (5) years.

C. License to Practice in Florida

1. An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in Florida.

D. Firm Qualifications and Experience

1. Proposer to identify the following:
   - ♦ State whether the firm is local, national, or international
   - ♦ Size of the firm
   - ♦ Size of the firm's governmental audit staff
   - ♦ Location of the offices from which the work on this engagement is to be performed
   - ♦ Number and nature of the professional staff to be employed in this engagement on a full-time basis.

- Number and nature of the staff to be so employed on a part-time basis and a delineation of the responsibilities of the firm.

2. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.

3. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any professional staff during the past three (3) years with State Board of Accountancy or the Auditor General.

4. The firm shall also describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation.

Failure to return this information with your proposal may result in the rejection of your proposal.

E. Partner, Supervisory and Staff Qualifications and Experience

1. The proposal shall identify the principal supervisory and management staff of engagement office, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in Florida.

2. The proposal shall also include information on the governmental, utility and electronic data processing auditing experience of each person on the team, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations and on standards setting advisory boards and committees relevant to the performance of this audit.

   As much information as possible should be provided regarding the number, qualifications, experience and training of the specific staff to be assigned to this engagement. The proposal shall also indicate how the quality of staff over the term of the agreement will be assured.

3. Describe the firm's participation and experience in quality reviews and peer reviews, specifically the inclusion of governmental audits in the quality review and peer reviews of the proposed office. Enclose a copy of the firm's latest peer review report. Report to be submitted at end of Section 5.3, Item E.

4. The auditor should outline its commitment to governmental auditing and financial reporting experience by:

   - Compliance with Florida Statutes and Rules and Government Auditing Standards for staff CPE in governmental auditing or accounting by staff levels involved.

   - Commitment to active participation in local, state and national governmental finance organizations.

   - Growth experience in number of governmental audit clients served locally, state-wide and nationally. Number of governmental clients served in the management advisory services practice of the firm locally, state-wide or nationally.

F. Similar Engagements with Other Government Entities

1. For the engagement office assigned responsibility for the audit, list and rank the five (5) most significant engagements performed in the last five years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours.

   Indicate:

   - the scope of work
   - date
   - engagement partners
   - total hours
   - the name and telephone number of the principal client contact

   The County reserves the right to contact the above-mentioned references and any other clients.

G. Conflict of Interest

The proposal must also disclose any potential real or perceived (as outlined in GAS Chapter 3) conflicts of interest due to any other client's contract or property interests or include a notarized statement certifying that no member of your firm's ownership, management or staff currently have a vested interest which might be considered a conflict of interest. Any potential conflict of interest listed by a firm will be reviewed by the County Attorney to determine its substantivizes. If the conflict of interest is found to be substantive, the proposal will be rejected.

H. Specific Audit Approach

The proposal must set forth a work plan; including an explanation of the audit methodology to be followed to perform the services required in Part II of this RFP. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals, programs, and other financial and management information. Proposers will be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement.

2. Staffing assignments and levels to be designated to each proposed segment of the engagement.

3. Extent of evaluation and use of electronic data processing software in the engagement.

4. Approach to be taken to gain and document an understanding of the County's internal control structure.

5. Approach to be taken in determining laws and regulations that will be subject to audit test work.

6. Approach to be taken in determining audit samples for purposes of test compliance.

I. Proof of Insurance

Firms shall provide proof that they are in compliance with the insurance requirements as described in Part I (1.21) and specifically regarding minimum coverage for Errors and Omissions Insurance.

J. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

K. Availability

Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.

L. Additional Information

This section shall include the following items:

1. Provide a summary of any litigation filed against the proposer in the past five years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

2. Any additional information which the proposer considers pertinent for consideration should be included in this part of the proposal.

M. Dollar Cost Bid

This section of the Proposal should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

The first page of the price proposal should include the following information:

1. Name of Firm

2. Certification that the person signing the proposal is entitled to represent the firm empowered to submit the bid and authorized to sign a contract with the County.

3. A total all-inclusive maximum price for the 2019 engagement.

N. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A, Part 1), that supports the total all-inclusive maximum price.

The cost of special services described in Part II (2.4) of this RFP should be disclosed as separate components of the total all-inclusive maximum price using the formats provided in Appendix A, Parts 2 and 3.

O. Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes. All estimated out-of-pocket expenses to be reimbursed should be presented in the dollar cost bid in the format provided in the attachment (Appendix A). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the proposal pricing cost, stating that travel, lodging and subsistence expenses included in the total all-inclusive price are in accordance with Section 112.061, Florida Statutes.

P. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon a written agreement between the County and the firm. Any such additional work agreed to between the County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Q. Pricing for Contract Years 1 through 5

Use the lower section of Appendix A, Part 1, to provide the total all-inclusive price for contract years 1 through 5. If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement that those rates will be applicable for any additional professional services which may be requested during those contract years.

R. Manner of Payment

Payments will be based on a percentage of completion methodology based on scheduled milestones/progress, to be developed upon awarding of the contract. The County will withhold retainage from all scheduled payments until final completion of the Audit. Retainage rate will be 10%; at 50% completion the rate will be reduced to 5%. The County reserves the right to inspect records supporting the auditor's billings.

PART VI – EVALUATION OF PROPOSALS

6.1 EVALUATION CRITERIA

The County will evaluate proposals and will select the proposer(s) which meets the best interests of the County. The County shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The County's decision will be final.

The following represent the principal selection criteria and related weight values; however, not limited to, which will be considered during the evaluation process.

Criteria	Weight Values
Responsiveness of the proposal related to the scope of work	0 - 5
Ability, capacity, and skill of the proposer to perform the services on a timely basis	0 - 30
Responses of the clients' governmental references	0 - 10
Experience of the business and individual members of the business in accomplishing similar services	0 - 5
Total price	0 - 30
Recent, current and projected workload of proposing auditors	0 - 5
The quality, availability, and adaptability of the services to the particular need requested	0 - 10
Local presence	0 - 5
Total	0 - 100

ALTHOUGH COST IS OF CONSIDERABLE IMPORTANCE, IT WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

BILLING/PAYMENT SCHEDULE

Audit Plan/Phase	Completion Date	Payment Progress
Planning	July 31st	Progress billing
Preliminary Field Work (Interim)	August 31st	Progress billing
Progress Billings (Monthly)		Progress billings
Year End Field Work	February 15th	Progress billing
Completed Reviews/Exit Conferences and Release of Reports	March 15th	Final billing

AUDIT TIME LINE

June 25, 2018 (one week) ..... Auditor Field Work Testing
September 20, 2018 (Thurs) ..... Approval of Budget by BOCC
September 21, 2018 (Fri) (L-Vendors & PR) ..... Check Run
September 25, 2018 (Tue) (AP) ..... Check Run
September 27, 2018 (Thurs) (Visa) ..... Check Run
September 30, 2018 ..... Computer down (NO ENTRIES)
..... Run Reports from Year End Procedures, Backup files
..... Close Period 12, Open Period 13 & 1
September 28, 2018 (Fri) ..... (IT) Move Live Payroll to Training for all Databases
October 3, 2018 (Wed) ..... Change fund/Petty cash letters, Supplies Inventories
October 4, 2018 (Thurs) ..... Comp earned/leave taken reports due
October 4, 2018 (Thurs) ..... Payroll accrual due
October 4, 2018 (Thurs) ..... All Daily Deposit Reports
..... Interdepartmental AR reports and billings due
October 10, 2018 (Wed) ..... PCard Receipts due
..... Final Submission of all Invoices, Receiving Reports &
..... Vouchers (Including Contracts)
..... Compensated absences JE due
October 10, 2018 (Wed) ..... Bank Recons and A/R Recons
October 16, 2018 (Tue) ..... All Payables Loaded
October 17, 2018 (Wed) ..... Final Check Run for FY2018 Appropriations
October 19, 2018 (Fri) ..... Final Visa for FY2018
October 19, 2018 (Fri) ..... Run Reports for Encumbrance Rollover
October 22, 2018 (Mon) ..... AP Accruals, Run Aged AP report (Donna/Beth)
October 22, 2018 (Mon) ..... Revenue accruals due
October 22, 2018 (Mon) ..... Grant accruals due
November 1, 2018 (Thurs) ..... BOCC to approve encumbrance roll over / Budget adjustment
November 2, 2018(Fri) ..... Post Rollover Budget Amendments
..... Fixed Asset Expenditure Reclass entries & Fixed Asset Posting
November 6, 2018 (Tue) ..... All fund folder assignments Done/All entries to GL Done
November 8, 2018 (Thurs) ..... Audit Schedules & PBC list items due
November 9, 2018 (Fri) ..... Veteran's Day Holiday, County Offices Closed
November 19, 2018 (Mon) ..... Auditors Return
November 12-16, 2018 (Mon-Fri) ..... Fund Level data entry for CAFR, Cash Flows
December 3, 2018 (Fri) ..... Receive Final Draft Elected Officials'
..... Transfers/DT-DF Schedules Due
December 28, 2018 (Fri) ..... Receive Final Draft FS (PEDC,HRC,SRIA,LL)
January 7-11, 2019 ..... Exit Conferences with Elected Officials, Receive Responses
January 15, 2019 (Tue) ..... Article V Sec 29 Report to Auditor
January 21, 2019 (Mon) ..... Receive Final Article V Sec 29 report from Auditor
January 25, 2019 (Fri) ..... CAFR draft to Auditor
January 30, 2019 (Wed) ..... Draft AFR to Auditor
February 15, 2019 (Fri) ..... End of Field Work, Final CO's FS
February 8, 2019 (Fri) ..... Draft CAFR-AG to Auditor
February 19, 2018 (Tues) ..... Final Auditor Approval AFR, CAFR, CAFR-AG,
..... Landfill Escrow, Single Audit/Data Collection, LL, Commissary
March 14, 2019 (Thurs.) ..... CAFR/CAFR-AG Agenda Acceptance
March 4-8, 2019 ..... Print/Bind and (Release) CAFR/CAFR-AG

NOTE: Run System Roll for FY18 each week after AP & JEs to accurately reflect FY18 cash.

M. Dollar Cost Bid

1. Warren Averett, LLC

2. Kristen R. McAllister, CPA, CGFM is entitled to represent the Firm, empowered to submit the bid and authorized to sign a contract with the County.

3. The total all-inclusive maximum price for the 2019 engagement is $220,000.

The information in this document is privileged and confidential and is protected from disclosure. Dissemination, distribution or copying of this communication without the express permission of Warren Averett is strictly prohibited.

N. Rates by Member, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

Schedule of Professional Fees and Expenses
For the Audit of the September 30, 2019 – 2023 Financial Statements:
Supporting Schedule for Audit Services

	Hours	Standard Rates	Proposed Total
Members	300	$ 295	$ 88,500
Managers	565	$ 255	$144,075
Supervisors	350	$ 205	$ 71,750
Other Staff	300	$ 175	$ 52,500
IT Specialist	40	$ 225	$ 9,000
Subtotal	1555		$ 365,825
Projected 40% discount			($ 145,823)
All-inclusive price			$ 220,000
Total Price for Audit Services			
Year 1			$ 220,000
Year 2			$ 222,200
Year 3			$ 224,422
Year 4			$ 226,666
Year 5			$ 228,933
Grand Total Price for Audit Services (5 Years)			**$ 1,122,221**

Note: Years two through five are based on 1% increases in rates. These rates will apply to additional services that might be requested by the County.

We bring our experience to the field.
Our commitment to finishing timely and providing the County the highest level of service with experienced team members is evidenced by the Member and Manager time committed in our proposed hours. **Approximately 55% of the total hours are incurred at the Member and Manager level.**

The actual hours will vary year-to-year depending on implementation of new GASB pronouncements, changes to reporting standards, changes required by the Florida Auditor General, changes to opinion units, types and number of major federal programs and state projects selected for audit, as well as technological advancements for efficiency.

We will provide interim progress billings on the dates per the contract guidelines at the rates above. Regardless of the number of hours necessary to complete the job, we will not exceed the maximum all-inclusive price. The projected discount indicated above is based on the estimated hours and standard rates and will be applied on the final invoice.

Name of Firm: Warren Averett, LLC

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APPENDIX A, PART 2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ADDITIONAL SERVICES NOT IDENTIFIED IN PART II

		STANDARD HOURLY RATES
Partners		$ 295
Managers		$ 255
Supervisory Staff		$ 205
Staff		$ 175
Other (specify):	IT Specialist	$ 225
Other (specify):		$

Other Expenses (specify):

Name of Firm: Warren Averett, LLC

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O. Out-Of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Warren Averett understands that all out-of-pocket expenses for Firm personnel (e.g. travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes; however, due to our close proximity to the County offices, we do not anticipate any out-of-pocket expenses.

P. Rates for Additional Professional Services

If the County requests any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such work will be performed only upon a written agreement between the County and Warren Averett. Any such additional work agreed to between the County and Warren Averett will be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Q. Pricing for Contract Years 1 Through 5

The rates listed below are the total all-inclusive prices for contract years one through five. These rates will be applicable for any additional professional services which may be requested during those contract years.

Schedule of Professional Fees and Expenses
For the Audit of the September 30, 2019 – 2023
Financial Statements:
Supporting Schedule for Audit Services

Total Price for Audit Services	
Year 1	$ 220,000
Year 2	$ 222,200
Year 3	$ 224,422
Year 4	$ 226,666
Year 5	$ 228,933
Grand Total Price for Audit Services (5 Years)	**$ 1,122,221**

Note: Years two through five are based on 1% increases in rates. These rates will apply to additional services that might be requested by the County.

Name of Firm: Warren Averett, LLC

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REGISTER OF SUBMITTERS

Solicitation # PD 18-19.004 – Financial Auditing Services

RFP Due Date & Time: February 26, 2019 at 1:00 p.m. CST

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Warren Averett	850-470-5537	Kristen.McAllister@warrenaverett.com	Kristen McAllister
Plante & Moran, PLLC	313-496-7231	Williambrickey@plantemoran.com	William Brickey
Saltmarsh Cleveland & Gund	850-435-8300	David.lister@saltmarshcpa.com	David Lister

PROPOSALS RECEIVED BY: Paul R. Nobles, Purchasing Manager DATE: 2/26/19

WITNESSED BY: Lori Kistler, Purchasing Associate DATE: 2/26/19

Posted 2/26/19 @ 4:27 p.m., CST

PRN/lk

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSAL

FINANCIAL AUDITING SERVICES

SPECIFICATION NUMBER PD 18-19.004
BIDS WILL BE RECEIVED UNTIL: 1:00 P.m., CDT, February 26, 2019

213 Palafox Place, 2nd Floor, Room 11.407
Pensacola, FL 32502
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail: Prnobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

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PART I – GENERAL INFORMATION

1.1 DEFINITIONS

For the purposes of this Request for Proposal (RFP), "proposer" shall mean contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this RFP.

1.2 PURPOSE

The Escambia County Board of County Commissioners (hereinafter referred to as "BCC") is seeking the professional services of a qualified auditing firm to provide services in connection to the County's Annual Financial Audit. This RFP provides guidelines for the submission of proposals in response to Financial Audit Services.

1.3 PROPOSAL SUBMISSION AND WITHDRAWAL

The Project Director shall be Stephan Hall, Director, Management and Budget Services. The liaison officer shall be Sharon Harrell, Interim Finance Director, Clerk of the Circuit Court & Comptroller's Office (hereinafter referred to as "Clerk"). The contracting agency shall be the Escambia County BCC's Purchasing Office. The BCC shall not be held responsible for the content of RFP packages obtained from any third party source nor will they be responsible for providing addenda to potential proposers who receive a RFP package from other sources than BCC's Purchasing Office.

The BCC will receive proposals at the following address:

Board of County Commissioners
Purchasing Department
Attn: Paul R. Nobles
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

To facilitate processing, please mark the outside of the envelope as follows: RFP for Financial Audit Services. The envelope shall also include the proposer's return address.

Proposers shall submit one (1) original and seven (7) copies for a total of eight (8) sets of the proposal and one (1) electronic copy in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery or by mail.

THE BCC SHALL RECEIVE ALL PROPOSALS 1:00 P.m., CDT, February 26, 2019 IN THE BCC'S PURCHASING OFFICE AT 213 PALAFOX PLACE, 2ND FLOOR.

Proposers may withdraw their proposals by notifying the BCC in writing at any time prior to the deadline for proposal submittal. After the deadline, proposals once opened, become a public record of Escambia County and will not be returned to the proposers. The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The right is reserved by the BCC to accept 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.

Upon opening, proposals are subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, state the reasons why such exclusion from public disclosure is necessary and the legal basis for such exemption, including a specific statutory citation for such exemption.

1.4 INVITATION TO PROPOSE

The BCC is requiring all proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2019 through September 30, 2023, with the option to renew for five (5) additional one-year periods. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits set forth in the Governmental Auditing Standards issued by the Comptroller General of the United States and the provisions of the Federal and State Single Audit Acts.

1.5 MINIMUM QUALIFICATIONS

A firm submitting a proposal shall meet the following requirements:

a. The firm must have been established as a legal entity in the State of Florida and have performed continuous CPA services for a minimum of five (5) years.

b. The firm must also be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

c. The firm must meet the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (the yellow book) and Laws and Rules of the Florida Board of Accountancy Chapter 455 and 475, FS Chapter 11, 218 and other applicable statutes, and Florida Administrative Code Chapter 61H1.

1.6 CONTRACT AWARDS

The BCC anticipates entering into a contract with the proposer who submits the proposal judged by the County to be most advantageous. The BCC anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the BCC. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the County, an agreement executed by parties and approved by the appropriate level of authority within the County. A sample Contract is attached to this RFP. The BCC anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP may deviate from the Sample Contract if in the County's opinion such deviation is reasonable, justifiable and serves the best interest of this procurement and of the BCC.

In the event the parties are unable to negotiate terms acceptable to the County, the County may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals.

The County reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The County may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.7 DEVELOPMENT COSTS

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1.8 INQUIRIES

Interested proposers may direct questions to Paul R. Nobles. The BCC's Purchasing Office will act as a clearinghouse for all questions and answers regarding the RFP.

Paul R. Nobles
850-595-4918 phone
E-mail address prnobles@myescambia.com

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The County may mail written addenda before the date fixed for receiving proposals. Proposers shall contact the County to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding upon the County and should be disregarded.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the County through written communication with the County prior to the opening of the proposals.

1.9 TIME TABLES

The County and proposers shall adhere to the following schedule in all actions concerning this RFP:

For a complete time table see Appendix D

a. The last day for question and answer clarifications regarding the proposal will be February 19, 2019 at 5:00 pm CDT.

b. The County shall receive the proposals by the 1:00 pm CDT February 26, 2019.

c. The County will review and evaluate the proposals in a timely manner.

d. Short-listed firms will be scheduled for oral presentations in March.

e. The County may enter into a contract after obtaining appropriate approvals and conducting negotiations.

f. Anticipate finalization of contract with awarded firm by March 4, 2019 for placement on Agenda for next BCC meeting.

g. Anticipated contract term will begin with the fiscal year ending September 30, 2019. For audit planning purposes the field work and interim testing for the first nine months of the fiscal year will occur during June 2019. The final field work for the fiscal year

ending September 30, 2019 will occur during November and December 2019. Future contract renewal terms will follow same date pattern.

1.10 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County to do so. The County will notify proposers of all changes in scheduled due dates by written addenda.

1.11 ADDENDA

If revisions become necessary, the County will provide written addenda to all proposers who have received the RFP via mail or fax. The County shall not be responsible for providing said addenda to potential proposers who receive a proposal package from other sources. All addenda issued by the County will include a receipt form that must be signed and included with any proposals that are submitted to the County. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the County.

1.12 SELECTION PROCESS

Evaluation of proposals will be conducted by the County's audit committee. The audit committee is comprised of one representative from each of the elected officials, specifically the BCC, the Sheriff, the Tax Collector, the Property Appraiser, the Clerk, and the Supervisor of Elections. The committee will short list a minimum of three (3) proposers to be finalists for further consideration based on the initial submittal. During the initial evaluation process, the proposers may be required to submit follow-up information for clarification purposes only.

In the event that there are less than three (3) responsive proposals, the committee will give further consideration to the remaining proposals received.

Upon short listing, the committee will then conduct any of the following: discussions, interviews, or oral presentations (at proposer's expense) for clarification purposes only, with the finalists and re-evaluate and rate the finalist's proposals. The top ranked proposers resulting from this process will be recommended for award to the BCC.

Respondents will be ranked in order as determined by the audit committee of being best qualified based on the considerations listed in the evaluation criteria. Award sequence will be based on the established ranking.

1.13 NEWS RELEASES

The proposer shall obtain the prior approval of the BCC of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates generated by the proposer or its agents.

1.14 LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of RFP receipt. This license shall remain current through the duration of the engagement. The proposal of any proposer that is not fully licensed and certified shall be rejected.

1.15 PUBLIC ENTITY CRIMES

In accordance with applicable portions of Section 287.133, Florida Statutes, which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

1.16 CODE OF ETHICS

If any proposer violates or is a party to a violation of the Code of Ethics of the County of Escambia or the State of Florida with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals of work, goods or services for the County of Escambia. A copy of the County and State Ethics Codes is available at the BCC's Purchasing Office.

1.17 DRUG-FREE WORKPLACE

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1.18 PROCUREMENT POLICIES AND PROCEDURES

This RFP is governed by the County. Policies and Procedures for procurement are available for your review at the Board's Purchasing Office or at www.myescambia.com.

1.19 POLITICAL CAMPAIGNS

During the term of this Agreement, the Consultant or any employee or associate, shall not be involved in any political campaign for County elective office nor make financial contribution(s) to any such campaign.

1.20 CONDUCT OF PARTICIPANTS

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the BCC and other local elected officials or any member of the Selection Committee at any time during the course of the solicitation process. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the Selection Committee regarding

the pending solicitation or its outcome until after the Committee has arrived at a recommendation of the most qualified submitters. Until such recommendation is disclosed, any contact with the Selection Committee shall be channeled through the Office of Purchasing. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

1.21 INSURANCE

The proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

INSURANCE REQUIREMENTS
(proof of ability to obtain to be submitted with proposal)

WORKER'S COMPENSATION
The proposer shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days' notice of cancellation is required and must be provided to the County of Escambia via Certified Mail.

COMMERCIAL GENERAL LIABILITY
The proposer shall procure and maintain, for the life of this Contact/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be **$1,000,000** per occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability with a deductible no more than $10,000.

The County of Escambia must be named as an additional insured. The additional insured requirement is waived if Owners and Proposers' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY
The proposer shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be **$500,000** per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the proposer does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the proposer indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Proposer's Signature: _____
Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The Consultant shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be $1,000,000 per occurrence with a deductible of no more than $10,000.

Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the Clerk's Office that originated this contract.

Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the BCC's Purchasing Office and approved prior to the start of any work or the possession of any County property or the commencement of services, as application.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Consultant shall indemnify and hold harmless the County, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this agreement. Except as specifically provided herein, this agreement shall not require the Consultant to indemnify the County, its officers, and employees from any liability, damage, loss, claim, action, or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the County to enforce this indemnification Clause shall be borne by the Consultant. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

1.22 DEFINITIONS

The following definitions are listed to present a clear understanding of operational terms:

Auditor means the independent certified public accountant retained and paid by the County to perform a financial audit.

County Agency means a Board of County Commissioners, a Clerk & Comptroller, a Sheriff, a Property Appraiser, a Tax Collector, a Supervisor of Elections, Pensacola Bay Center, Law Library or any other officer in whom any portion of the audit is included.

Financial Audit means an examination of the County's financial statements and the individual elected official audit reports in order to express an opinion on the fairness with which they present financial position, results of operations, and changes in financial position in conformity with generally accepted governmental accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

STATEMENT OF RESPONSE

ANNUAL FINANCIAL AUDIT SERVICES

FOR ESCAMBIA COUNTY

If you are not proposing on this service/commodity, please complete and return this form to the BCC's Purchasing Office via fax number 850.595.4806. Failure to respond may result in deletion of your firm's name from the qualified vendor list of the County.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

_____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturing only (explain below)

_____ Insufficient time to respond

_____ We do not offer this product, service or equivalent

_____ Our schedule would not permit us to perform

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

_____

.

Drug Free Workplace Form

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____
Bidder's Signature Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
by _____ (print name of the public entity)
_____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is
_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. Predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission exp _____

_____
(Printed typed or stamped commissioned name of notary public)

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)
Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____
What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____
Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____
Director:_____
Other:_____
Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government**)**

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000 Verified by:_____ Date:_____

PART II – STATEMENT OF WORK

2.1 WORK OBJECTIVE

This RFP solicits proposals from certified public accounting firms to provide the County with an annual financial statement audit. The RFP is to provide responding parties with guidelines and information to aid in their submission of proposals.

The County will contract for five annual audits (2019, 2020, 2021, 2022, and 2023) based on a fee not to exceed a maximum amount (per year) with provisions for extension of the contract for five one year renewal terms. Additional services will be contracted for separately with the County reserving the right to solicit to other firms.

Escambia County has a population of approximately 315,187 people and is located in the northwestern part (the "Panhandle") of Florida. The County employs some 2,497 full-time employees and has total net position of over $602 million and revenues of over $506 million for the year ending September 30, 2017. The County organizational chart is presented on pages 36 & 37. The County has consecutively received the GFOA's Certificate of Achievement.

The County provides a pension plan through the Florida Retirement System (FRS) for all full-time employees of the County. FRS is a multiple employer cost sharing defined benefit pension plan established in 1970 by Chapter 121, Florida Statutes and is administered by the Florida Department of Management Services, Division of Retirement. Financial reports including financial statements and required supplementary information are available.

The County's accounting system is substantially fully automated. All Clerk Finance Department staff have a personal computer with access to the accounting system(s). Computer access will be made available to the auditors. The primary accounting software is an integrated financial system supplied by Superion (formerly Sunguard Pentamation), including general ledger, payroll, purchasing, fixed assets, accounts receivable, cash receipts, and extended reporting. The Finance Department utilizes reports from the accounting software, various spreadsheets, and word processing documents in preparing the Comprehensive Annual Financial Report (CAFR). In addition, Finance Department staff use personal computers extensively in day-to-day applications.

The County will provide adequate work and storage space during the field work period. County staff will be available to pull documents and prepare schedules that are agreed to prior to the start of the year-end field work.

Available for inspection are the County's CAFR, CAFR AG and Annual Audit Reports (for various years) on the Clerk's Website at www.escambiaclerk.com.

2.2 SCOPE OF WORK TO BE PERFORMED

The scope of the audit engagement will require the examination of the BCC and individual elected officials', the Pensacola Bay Center, and the Law Library (collectively known as "the County") financial statements as required by the Auditor General for the period of October 1, 2019 through September 30, 2023, and verification of beginning balances, in order to express an opinion on the fairness with which they present the financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

The funds and account groups to be audited are those included or includable in the County's annual audit report (available at www.escambiaclerk.com). The County shall have closed, balanced, and prepared financial statements for all funds and account groups to be examined by the auditor in a schedule of events ending prior to November 25th, of each year, with the exception of the GASB 68 Florida Retirement System entry. The Clerk will have primary responsibility for producing the CAFR (and all elements thereof) as well as the Annual Audit Report. The auditor shall assist in finalizing the County's annual financial report, and shall include an opinion in its report regarding the County's CAFR; as well as the individual elected officials' audit reports (including notes to financial statements), and shall include an opinion in its report regarding the County's CAFR and supplemental financial schedules. The opinion shall reference the audit of the County's governmental and business-type activities, each major fund and the aggregate remaining fund information. The County shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the County's CAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The County's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

All records of constitutional officers of Escambia County, Florida, shall be included in the single combined audit report with separate management letters for each constitutional officer.

The audit should be performed in accordance with the following as they exist or as each may be subsequently amended:

- Generally accepted governmental accounting principles as promulgated by GASB
- Statements on Auditing Standards (GAAS) promulgated by the American Institute of Certified Public Accountants (AICPA)
- Government Auditing Standards (GAS) issued by the Comptroller General of the United States
- Uniform Guidance (2CFR 200) and other applicable OMB circulars
- The Federal and Florida Single Audit Acts
- Florida Statutes as applicable
- Regulations of the Florida Department of Financial Services
- Rules of the Auditor General, State of Florida, Chapter 10.550
- Audits of State and Local Governmental Units (AICPA Audit Guide revised) or other authoritative standards
- Any applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

The auditors shall perform a study and evaluation of internal accounting and administrative controls as required by GAAS and GAO. If weaknesses are noted, recommendations should be

reviewed with the appropriate level of management and included in a separate Management Letter to each elected official.

Timeliness and the ability to complete the individual audit reports in a timely manner are critical factors in the performance of the audit. The proposer should include a proposed audit plan in consideration of the County's plan outlined in Appendix A (which will be subject to annual negotiation). The auditor will coordinate the audit with the Clerk's Finance Director and will mutually endeavor to accomplish the audit in a phased basis throughout the year to reduce the year-end workload on the County's financial audit activities.

The auditor will review and accept separate audit reports for the Human Relations Commission, the Santa Rosa Island Authority, the Pensacola Economic Development Commission, Law Library and the Housing Finance Authority.

The Auditor agrees to do the GFOA checklist review for submission to the GFOA.

The auditor will agree to end field work by February 8th and to complete a review of the CAFR in time for the County to release the CAFR by March 1st and the Annual Audit Report by the same date.

2.3 REPORTS TO BE ISSUED

The County requires:

- An opinion on the CAFR
- An opinion on the government-wide basic financial statements and all supplementary information
- A separate single audit report that complies with Uniform Guidance (2CFR200) and Rules of the Auditor General, State of Florida, Chapter 10.550 for Federal and State Programs
- A Schedule of Financial Assistance, both Federal and State
- A reports on compliance and internal control over financial reporting
- A report on Landfill Management Escrow Account activity
- A report on Section 29.008 Article V revenues and expenditures
- Individual management letters as required by Florida Statute 11.45(3)(a)4 and defined in Rule 10.554, Rule of the Auditor General, for each elected official in accordance with the Auditor General of the State of Florida that includes a summation statement of audit findings and recommendations affecting financial statements, internal control, etc.
- Data collection form for reporting on audits of states, local governments, and non-profit organizations
- Any attestations of conclusions or special reports as required from time-to-time by Florida Statutes or Rules of State Agencies
- Review the Annual Financial Report (AFR), filed via LOGER
- Issuance of Constitutional Officers' Financial Statements
- Detention Commissary Audit
- Law Library Audit Report

Prior to submission of the completed report, the audit firm's staff will be required to review a draft of the proposed report and management letter with individual constitutional officers.

After delivery of the final audit report, the firm shall have the responsibility to notify each constitutional officer of his/her right to provide a written statement of explanation or rebuttal to the auditor's comments, including corrective action to be taken.

The independent audit reports shall be delivered by the auditor to the Clerk's liaison for inclusion in the audit report that is published on behalf of the County.

2.4 SPECIAL CONSIDERATIONS AND SERVICES

A. The County will send a CAFR to the GFOA of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program by providing technical advice to ensure awarding of certification, including GFOA checklist review.

B. The schedules of federal and state financial assistance and related auditor's report, (data collection report) as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the CAFR.

C. Review of the accrued liability reserves for the County's self-funded Health Insurance fund, workers compensation fund and the general liability fund.

D. Review of the financial report of the County filed with the Department of Banking and Finance, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the financial statements for the year ended September 30, 2019 and all subsequent years covered by this agreement.

E. Review and issuance of special reports as required for:

- ♦ The landfill liability financial assurance
- ♦ Article V Section 29.008 report
- ♦ Detention Commissary Audit Report
- ♦ Law Library

F. The auditor must designate the partner in charge and two (2) "key" members of the audit team. The County shall reserve the right to approve any substitutions or changes in those staff designated as "key".

G. The auditor shall report to the Clerk at least weekly the status of any potential audit adjustments so that the County may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Clerk no later than 90 days following the end of the fiscal year under audit.

H. The auditor will be available to attend the BCC meetings at which time the audit report will be submitted for acceptance. The auditor will be available to present the report or to respond to BCC questions as needed.

I. There may be instances where the auditor will need to rely on estimates prepared by third-party specialists in respective fields such as engineering and/or actuarial estimates. Guidance found in SAS 73 will govern the use of third-party estimates.

2.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All reports and other documents that result from the auditor's services shall become the property of the County after final payment to the auditor. No changes or revisions to such documents shall be made by the County or its agents without the auditor's written approval.

Working papers are the property of the auditor and should be held locally for a period of five years. Working papers, including those of all agencies and Constitutional Officers subject to this audit and all supporting documentation, will be available for examination or duplication without charge to the Escambia County Board of County Commissioners, authorized County personnel or designated agencies, representatives of the cognizant Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General or the State Board of Accountancy. They will be made available for examination or duplication at reasonable charge to subsequent auditors engaged by the County.

The auditor will agree to notify the County if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the County or any government client audited by the local office.

To make each proposer aware of certain additional contractual requirements, which the County will provide for the contract, the following points are made:

a) Understanding the nature of most CPA firms' promotion/resource reallocation practices, the County will reserve the right to approve the re-designation of any partner, manager, or seniors at the on-site supervisory or higher level. Each proposer should be aware of the County's interest in the on-site expertise and experience of the proposed project team.

b) We expect immediate compliance with any expanded scope definitions and will only consider fee adjustment where significant change can be demonstrated which will materially affect what the County should have expected the auditor to accomplish at the time of fee determination.

c) The auditor acknowledges that it will conduct its business in conformity with the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event the auditor causes or in any way promotes or encourages a County officer, employee, or agent to violate Chapter 112, Florida Statutes, the County shall have the right to immediate termination of this agreement.

PART III - TIME REQUIREMENTS

3.1 SCHEDULE FOR CONDUCTING AUDITS

Each of the following should be completed by the Auditor no later than the dates indicated:

A. Interim Work – The auditor shall complete interim work by August 31, 2019 and all subsequent years covered by this contract.

B. Detailed Audit Plan – The auditor shall provide the County by July 31st each year both a detailed audit plan and a list of all schedules to be prepared by the County.

PART IV – ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

4.1 FINANCIAL SERVICES DEPARTMENT AND CLERICAL ASSISTANCE

The County staff and responsible management personnel will be available during the provision of services to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

4.2 WORK AREA, TELEPHONES, PHOTOCOPYING AND FAX MACHINES

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and facsimile machines. The auditor will provide their own personal computer equipment and printers. The auditor will provide their own office supplies, such as pens, printer paper, etc.

4.3 REPORT PREPARATION

CAFR and annual audit report preparation, editing and printing shall be the responsibility of the Clerk. Preparation and printing of other reports described herein shall be the responsibility of the proposer. The auditor will coordinate the delivery of each constitutional officer's stand-alone financial statements and notes to the Clerk no later than December 5th so that the Clerk can prepare the consolidated financial statements used in the preparation of the CAFR.

PART V – INSTRUCTIONS FOR PREPARING PROPOSALS

5.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

5.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format and follow the numbering format below for tabbing/indexing their RFP submittal. Proposal to include but not limited to:

1. Title Page: Title page showing the RFP's subject; the firm's name; the name, address and telephone number of contact person; and the date of the proposal.

2. Table of Contents: The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

3. Letter of Transmittal: This letter will summarize in a brief and concise manner the following:

   - Proposer's understanding of the scope of work and make a positive commitment to timely performance of work.
   - The letter must name all persons or entities interested in the proposal as principals.
   - The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
   - Identify all of the persons authorized to make representations for the proposer, including the titles, addresses and telephone numbers of such persons.
   - An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

   The firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The County will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the County. The letter should not exceed two pages in length.

4. Executed copy of Drug Free Workplace.

5. Proposer Guarantee (Appendix B).

6. Notarized Acknowledgement of Business Type Form.

7. Statement acknowledging receipt of each addendum issued by the County.

8. Understanding of Scope of Services as detailed Part II.

9. Technical Proposal (as detailed herein).

5.3 CONTENT OF TECHNICAL PROPOSAL

A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firms and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items B through R, must be included.

TECHNICAL PROPOSAL SHOULD UTILIZE SAME NUMBERING FORMAT IDENTIFIED HEREIN

B. Independence

1. The firm shall provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards and the US General Accounting Office's Governmental Auditing Standards.

2. The firm shall also disclose any relationships or business dealings either the firm itself or its key partners and personnel have with the County or key County personnel that could appear to be a conflict.

3. The firm should list and describe the firm's or any individual in the firm's professional relationships, if any, involving the County or key County personnel for the past five (5) years.

C. License to Practice in Florida

1. An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in Florida.

D. Firm Qualifications and Experience

1. Proposer to identify the following:
   - ♦ State whether the firm is local, national, or international
   - ♦ Size of the firm
   - ♦ Size of the firm's governmental audit staff
   - ♦ Location of the offices from which the work on this engagement is to be performed
   - ♦ Number and nature of the professional staff to be employed in this engagement on a full-time basis.

- Number and nature of the staff to be so employed on a part-time basis and a delineation of the responsibilities of the firm.

2. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.

3. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any professional staff during the past three (3) years with State Board of Accountancy or the Auditor General.

4. The firm shall also describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation.

Failure to return this information with your proposal may result in the rejection of your proposal.

E. Partner, Supervisory and Staff Qualifications and Experience

1. The proposal shall identify the principal supervisory and management staff of engagement office, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in Florida.

2. The proposal shall also include information on the governmental, utility and electronic data processing auditing experience of each person on the team, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations and on standards setting advisory boards and committees relevant to the performance of this audit.

   As much information as possible should be provided regarding the number, qualifications, experience and training of the specific staff to be assigned to this engagement. The proposal shall also indicate how the quality of staff over the term of the agreement will be assured.

3. Describe the firm's participation and experience in quality reviews and peer reviews, specifically the inclusion of governmental audits in the quality review and peer reviews of the proposed office. Enclose a copy of the firm's latest peer review report. Report to be submitted at end of Section 5.3, Item E.

4. The auditor should outline its commitment to governmental auditing and financial reporting experience by:

   - Compliance with Florida Statutes and Rules and Government Auditing Standards for staff CPE in governmental auditing or accounting by staff levels involved.

   - Commitment to active participation in local, state and national governmental finance organizations.

   - Growth experience in number of governmental audit clients served locally, state-wide and nationally. Number of governmental clients served in the management advisory services practice of the firm locally, state-wide or nationally.

F. Similar Engagements with Other Government Entities

1. For the engagement office assigned responsibility for the audit, list and rank the five (5) most significant engagements performed in the last five years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours.

   Indicate:

   - the scope of work
   - date
   - engagement partners
   - total hours
   - the name and telephone number of the principal client contact

   The County reserves the right to contact the above-mentioned references and any other clients.

G. Conflict of Interest

The proposal must also disclose any potential real or perceived (as outlined in GAS Chapter 3) conflicts of interest due to any other client's contract or property interests or include a notarized statement certifying that no member of your firm's ownership, management or staff currently have a vested interest which might be considered a conflict of interest. Any potential conflict of interest listed by a firm will be reviewed by the County Attorney to determine its substantivizes. If the conflict of interest is found to be substantive, the proposal will be rejected.

H. Specific Audit Approach

The proposal must set forth a work plan; including an explanation of the audit methodology to be followed to perform the services required in Part II of this RFP. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals, programs, and other financial and management information. Proposers will be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement.

2. Staffing assignments and levels to be designated to each proposed segment of the engagement.

3. Extent of evaluation and use of electronic data processing software in the engagement.

4. Approach to be taken to gain and document an understanding of the County's internal control structure.

5. Approach to be taken in determining laws and regulations that will be subject to audit test work.

6. Approach to be taken in determining audit samples for purposes of test compliance.

I. Proof of Insurance

Firms shall provide proof that they are in compliance with the insurance requirements as described in Part I (1.21) and specifically regarding minimum coverage for Errors and Omissions Insurance.

J. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

K. Availability

Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.

L. Additional Information

This section shall include the following items:

1. Provide a summary of any litigation filed against the proposer in the past five years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

2. Any additional information which the proposer considers pertinent for consideration should be included in this part of the proposal.

M. Dollar Cost Bid

This section of the Proposal should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

The first page of the price proposal should include the following information:

1. Name of Firm

2. Certification that the person signing the proposal is entitled to represent the firm empowered to submit the bid and authorized to sign a contract with the County.

3. A total all-inclusive maximum price for the 2019 engagement.

N. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A, Part 1), that supports the total all-inclusive maximum price.

The cost of special services described in Part II (2.4) of this RFP should be disclosed as separate components of the total all-inclusive maximum price using the formats provided in Appendix A, Parts 2 and 3.

O. Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes. All estimated out-of-pocket expenses to be reimbursed should be presented in the dollar cost bid in the format provided in the attachment (Appendix A). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the proposal pricing cost, stating that travel, lodging and subsistence expenses included in the total all-inclusive price are in accordance with Section 112.061, Florida Statutes.

P. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon a written agreement between the County and the firm. Any such additional work agreed to between the County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Q. Pricing for Contract Years 1 through 5

Use the lower section of Appendix A, Part 1, to provide the total all-inclusive price for contract years 1 through 5. If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement that those rates will be applicable for any additional professional services which may be requested during those contract years.

R. Manner of Payment

Payments will be based on a percentage of completion methodology based on scheduled milestones/progress, to be developed upon awarding of the contract. The County will withhold retainage from all scheduled payments until final completion of the Audit. Retainage rate will be 10%; at 50% completion the rate will be reduced to 5%. The County reserves the right to inspect records supporting the auditor's billings.

PART VI – EVALUATION OF PROPOSALS

6.1 EVALUATION CRITERIA

The County will evaluate proposals and will select the proposer(s) which meets the best interests of the County. The County shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The County's decision will be final.

The following represent the principal selection criteria and related weight values; however, not limited to, which will be considered during the evaluation process.

Criteria	Weight Values
Responsiveness of the proposal related to the scope of work	0 - 5
Ability, capacity, and skill of the proposer to perform the services on a timely basis	0 - 30
Responses of the clients' governmental references	0 - 10
Experience of the business and individual members of the business in accomplishing similar services	0 - 5
Total price	0 - 30
Recent, current and projected workload of proposing auditors	0 - 5
The quality, availability, and adaptability of the services to the particular need requested	0 - 10
Local presence	0 - 5
Total	0 - 100

ALTHOUGH COST IS OF CONSIDERABLE IMPORTANCE, IT WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

APPENDIX A, PART 1

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE SEPTEMBER 30, 2019 – 2023 FINANCIAL STATEMENTS: SUPPORTING SCHEDULE FOR AUDIT SERVICES

	HOURS	PROPOSED HOURLY RATES	PROPOSED TOTAL
Partners			
Managers			
Supervisory Staff			
Staff			
Other (specify)			
Other (specify)			
Subtotal			
Other Expenses (specify):			
Total Price for Audit Services			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Grand Total Price for Audit Services (5 Years)			

NOTE: If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement as to whether those rates will be applicable for any additional professional services which may be requested during those contract years.

Name of Firm: _____

APPENDIX A, PART 2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ADDITIONAL SERVICES NOT IDENTIFIED IN PART II

		STANDARD HOURLY RATES
Partners		$
Managers		$
Supervisory Staff		$
Staff		$
Other (specify):		$
Other (specify):		$

Other Expenses (specify):

Name of Firm: _____

APPENDIX B
PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Part II, Statement of Work.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX C
BILLING/PAYMENT SCHEDULE

Audit Plan/Phase	Completion Date	Payment Progress
Planning	July 31st	Progress billing less retainage
Preliminary Field Work (Interim)	August 31st	Progress billing less retainage
Progress Billings (Monthly)		Progress billings less retainage
Year End Field Work	February 15th	Progress billing less retainage
Completed Reviews/Exit Conferences and Release of Reports	March 15th	Final billing and release retainage

APPENDIX D
AUDIT TIME LINE

June 25, 2018 (one week) ..... Auditor Field Work Testing
September 20, 2018 (Thurs) ..... Approval of Budget by BOCC
September 21, 2018 (Fri) (L-Vendors & PR) ..... Check Run
September 25, 2018 (Tue) (AP) ..... Check Run
September 27, 2018 (Thurs) (Visa) ..... Check Run
September 30, 2018 ..... Computer down (NO ENTRIES)
..... Run Reports from Year End Procedures, Backup files
..... Close Period 12, Open Period 13 & 1
September 28, 2018 (Fri) ..... (IT) Move Live Payroll to Training for all Databases
October 3, 2018 (Wed) ..... Change fund/Petty cash letters, Supplies Inventories
October 4, 2018 (Thurs) ..... Comp earned/leave taken reports due
October 4, 2018 (Thurs) ..... Payroll accrual due
October 4, 2018 (Thurs) ..... All Daily Deposit Reports
..... Interdepartmental AR reports and billings due
October 10, 2018 (Wed) ..... PCard Receipts due
..... Final Submission of all Invoices, Receiving Reports &
..... Vouchers (Including Contracts)
..... Compensated absences JE due
October 10, 2018 (Wed) ..... Bank Recons and A/R Recons
October 16, 2018 (Tue) ..... All Payables Loaded
October 17, 2018 (Wed) ..... Final Check Run for FY2018 Appropriations
October 19, 2018 (Fri) ..... Final Visa for FY2018
October 19, 2018 (Fri) ..... Run Reports for Encumbrance Rollover
October 22, 2018 (Mon) ..... AP Accruals, Run Aged AP report (Donna/Beth)
October 22, 2018 (Mon) ..... Revenue accruals due
October 22, 2018 (Mon) ..... Grant accruals due
November 1, 2018 (Thurs) ..... BOCC to approve encumbrance roll over / Budget adjustment
November 2, 2018(Fri) ..... Post Rollover Budget Amendments
..... Fixed Asset Expenditure Reclass entries & Fixed Asset Posting
November 6, 2018 (Tue) ..... All fund folder assignments Done/All entries to GL Done
November 8, 2018 (Thurs) ..... Audit Schedules & PBC list items due
November 9, 2018 (Fri) ..... Veteran's Day Holiday, County Offices Closed
November 19, 2018 (Mon) ..... Auditors Return
November 12-16, 2018 (Mon-Fri) ..... Fund Level data entry for CAFR, Cash Flows
December 3, 2018 (Fri) ..... Receive Final Draft Elected Officials'
..... Transfers/DT-DF Schedules Due
December 28, 2018 (Fri) ..... Receive Final Draft FS (PEDC,HRC,SRIA,LL)
January 7-11, 2019 ..... Exit Conferences with Elected Officials, Receive Responses
January 15, 2019 (Tue) ..... Article V Sec 29 Report to Auditor
January 21, 2019 (Mon) ..... Receive Final Article V Sec 29 report from Auditor
January 25, 2019 (Fri) ..... CAFR draft to Auditor
January 30, 2019 (Wed) ..... Draft AFR to Auditor
February 15, 2019 (Fri) ..... End of Field Work, Final CO's FS
February 8, 2019 (Fri) ..... Draft CAFR-AG to Auditor
February 19, 2018 (Tues) ..... Final Auditor Approval AFR, CAFR, CAFR-AG,
..... Landfill Escrow, Single Audit/Data Collection, LL, Commissary
March 14, 2019 (Thurs.) ..... CAFR/CAFR-AG Agenda Acceptance
March 4-8, 2019 ..... Print/Bind and (Release) CAFR/CAFR-AG

NOTE: Run System Roll for FY18 each week after AP & JEs to accurately reflect FY18 cash.

ACKNOWLEDGMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with RFP package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and will full understanding of the conditions governing this proposal.

BUSINESS ADDRESS PROPOSER:

_____

Address

_____

City State Zip

Telephone No. _____ Fax No. _____

Federal ID No. _____

SIGNATURE OF BIDDER:

If an Individual: _____ , doing business

Signature

as _____

If a Partnership: _____

by: _____ ,

General Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation)

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **COUNTY OF:** _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____, by

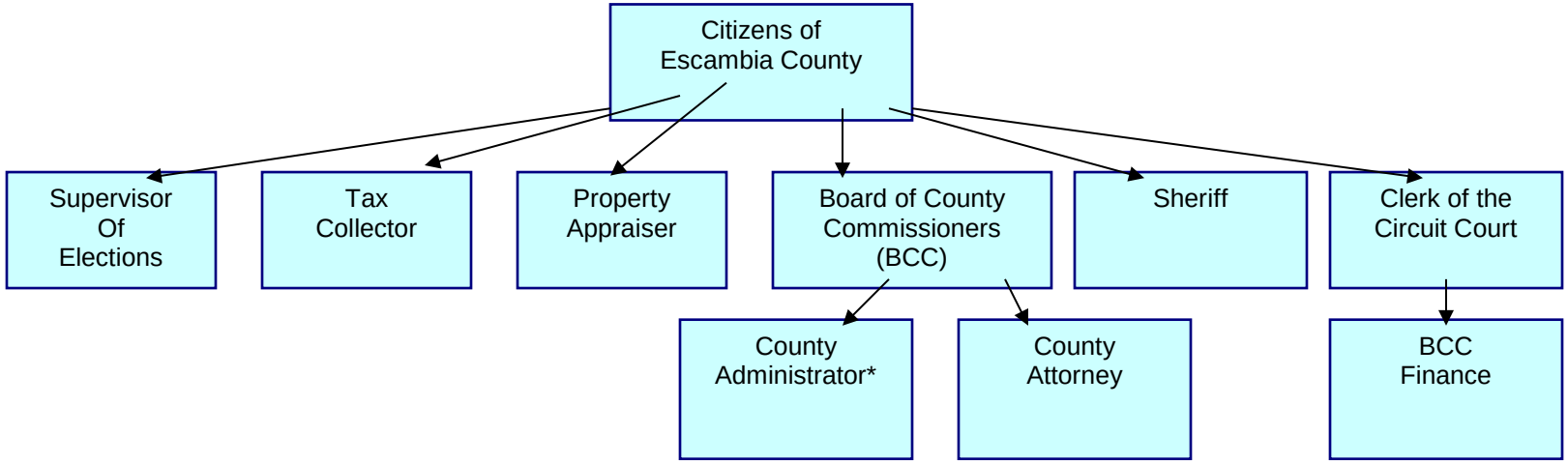
_____ *who is (who are) personally known to me or who has produced*

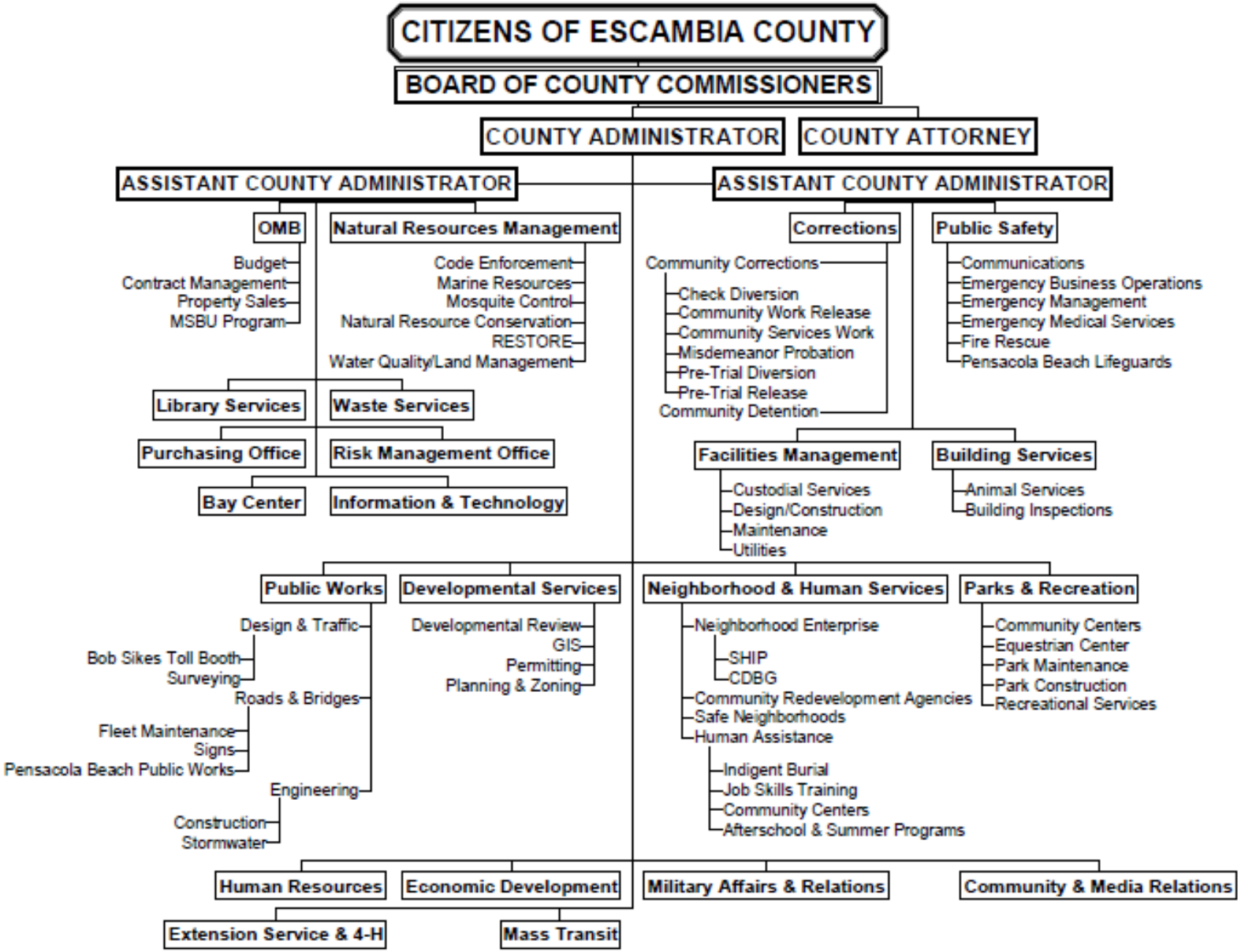
_____ *as identification and who did (did not) take an oath.*

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____


Citizens of Escambia County
Supervisor Of Elections
Tax Collector
Property Appraiser
Board of County Commissioners (BCC)
Sheriff
Clerk of the Circuit Court
County Administrator*
County Attorney
BCC Finance


CITIZENS OF ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
COUNTY ATTORNEY
ASSISTANT COUNTY ADMINISTRATOR
ASSISTANT COUNTY ADMINISTRATOR
OMB
Budget
Contract Management
Property Sales
MSBU Program
Natural Resources Management
Code Enforcement
Marine Resources
Mosquito Control
Natural Resource Conservation
RESTORE
Water Quality/Land Management
Library Services
Waste Services
Purchasing Office
Risk Management Office
Bay Center
Information & Technology
Corrections
Community Corrections
Check Diversion
Community Work Release
Community Services Work
Misdemeanor Probation
Pre-Trial Diversion
Pre-Trial Release
Community Detention
Public Safety
Communications
Emergency Business Operations
Emergency Management
Emergency Medical Services
Fire Rescue
Pensacola Beach Lifeguards
Facilities Management
Custodial Services
Design/Construction
Maintenance
Utilities
Building Services
Animal Services
Building Inspections
Public Works
Design & Traffic
Bob Sikes Toll Booth
Surveying
Roads & Bridges
Fleet Maintenance
Signs
Pensacola Beach Public Works
Engineering
Construction
Stormwater
Developmental Services
Developmental Review
GIS
Permitting
Planning & Zoning
Neighborhood & Human Services
Neighborhood Enterprise
SHIP
CDBG
Community Redevelopment Agencies
Safe Neighborhoods
Human Assistance
Indigent Burial
Job Skills Training
Community Centers
Afterschool & Summer Programs
Parks & Recreation
Community Centers
Equestrian Center
Park Maintenance
Park Construction
Recreational Services
Human Resources
Economic Development
Military Affairs & Relations
Community & Media Relations
Extension Service & 4-H
Mass Transit

SAMPLE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the County of Escambia, a local government of the State of Florida, hereinafter referred to as the COUNTY, and _____ hereinafter referred to as the AUDITOR:

WHEREAS, the COUNTY intends to enter into a non-exclusive agreement for the provision of Annual Financial Audit Services by the AUDITOR to the COUNTY; and,

WHEREAS, the COUNTY requires certain professional services in connection with annual financial auditing services and,

WHEREAS, the AUDITOR represents that it is capable and prepared to provide such Services:

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the COUNTY to request and the AUDITOR to provide expert witness services in connection with court proceedings arising out of projects in which the AUDITOR provided audit services;

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be 10 days after approval by the Board of County Commissioners (BCC) for a five year term, with the option to renew for five (5) additional one year periods, subject to cancellations as provided herein.

ARTICLE 2 – SERVICE TO BE PERFORMED BY CONSULTANT

The AUDITOR shall perform the services as specifically stated in the Scope of Work (Exhibit A) and as may be specifically designated and additionally authorized by the COUNTY through the issuance of a Work Order. Such additional authorizations will be in the form of a Work Order, pursuant to Addendum 1, which is attached hereto as part of this Agreement. Each Work Order will set forth a specific Scope of Services, amount of compensation, deliverables and completion date and shall be subject to the approval of the BCC in accordance with the COUNTY'S Purchasing Policies and Procedures. AUDITOR shall perform no work until all applicable work authorization is obtained in accordance with the COUNTY'S Purchasing Policies and Procedures and countersigned by the AUDITOR.

ARTICLE 3 – COMPENSATION

The COUNTY shall pay AUDITOR in accordance with Attachment B and C, Fee Schedule which are attached hereto and incorporated by reference as part of this Agreement. Failure to submit timely the audit report will result in the withholding of further fee payment by the County until satisfactory submission is made. In addition, the County thereafter reserves the right to terminate this agreement upon completion of the auditor services for the fiscal year in question and re-award a contract for the remaining audit years to another vendor.

In the event there are delays caused by actions or omissions of the County that delay the auditor's performance pursuant to the audit schedule, the BCC will grant the auditor reasonable extensions of the schedule. In other cases, upon a finding of good cause, the BCC may extend the schedule only upon written request by the auditor. However, in the performance of all services under this agreement, dates for preparation, submission, and review of the audits established by the Auditor General of the State of Florida and any other applicable laws, regulations, and rules shall be complied with and shall prevail over this section.

ARTICLE 4 – STANDARD OF CARE

AUDITOR shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional surveyor, under similar circumstances and AUDITOR shall, at no additional cost to the COUNTY, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 – INDEMNIFICATION

AUDITOR shall indemnify and hold harmless the COUNTY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of AUDITOR and persons employed or utilized by AUDITOR in the performance of this Agreement. Except as specifically provided herein, this Agreement shall not require the AUDITOR to indemnify the COUNTY, its officers, and employees from any liability, damage, loss, claim, action or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the COUNTY to enforce this Indemnification Clause shall be borne by the AUDITOR. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

ARTICLE 6 – INDEPENDENT CONTRACTOR

AUDITOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The COUNTY shall have no right to supervise the methods used, but the COUNTY shall have the right to observe such performance. AUDITOR shall work closely with the COUNTY in performing Services under this Agreement. The AUDITOR shall not receive any COUNTY benefits, stipend or privileges afforded to COUNTY employees.

ARTICLE 7 – COMPLIANCE WITH LAWS

In performance of the Services, AUDITOR will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, AUDITOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverage shall be written by an insurance company authorized to do business in Florida.

<u>WORKERS COMPENSATION</u>
The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any agent of AUDITOR that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days' notice of cancellation, lapse or material modification is required and must be provided to the COUNTY via Certified Mail.

<u>COMMERCIAL GENERAL LIABILITY</u>
The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directory or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a $10,000 deductible.

The COUNTY must be named as an additional insured. The additional insured requirement is waived if owners and Contractors' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The AUDITOR shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be $500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the AUDITOR does not own any vehicles, the COUNTY will accept hired and non-owned coverage in the amounts listed above. In addition, the COUNTY requires an affidavit signed by the AUDITOR indicating the following:

_____ does not own any vehicles.
"Name of Auditor"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Name of Auditor"

Comprehensive Form coverage as of the date of acquisition.

Consultant's Signature: _____

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation, lapse or material modification of any coverage required by this Agreement.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be $1,000,000 per occurrence with a deductible of no more than $10,000.

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

1. The insurance coverage and conditions afforded by this policy(s) shall be suspended, voided, canceled or modified except after thirty (30) days prior written notice by Certified Mail, Return Receipt Required, has been given to the COUNTY.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the COUNTY, and approved prior to the start of any work or the possession of any COUNTY property or the commencement of Services, as application.

SUBCONTRACTOR'S INSURANCE

The AUDITOR shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful AUDITOR. Each subcontractor shall furnish to the successful AUDITOR two copies of the Certificate of Insurance, and successful AUDITOR shall furnish one copy of the Certificate of Insurance to the COUNTY.

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

The COUNTY shall be responsible for providing all reasonably required access to all project sites, and providing information on hand including other data that are available in the files of the COUNTY.

ARTICLE 10 – TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

COUNTY shall have the right to terminate this Agreement or suspend performance thereof without cause for the COUNTY'S convenience upon fourteen (14) days written notice to AUDITOR, and AUDITOR shall terminate or suspend performance of services on a schedule acceptable to COUNTY or at the end of this fourteen (14) day period, at the option of the COUNTY. In the event of termination or suspension for COUNTY'S convenience, COUNTY shall pay AUDITOR for all services performed through the date of notice of termination or suspension.

ARTICLE 11 – NONDISCLOSURE OF PROPRIETARY INFORMATION

AUDITOR shall consider all information provided by COUNTY and all reports, studies, calculations and other documentation resulting from the AUDITOR'S performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. AUDITOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of COUNTY or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the COUNTY nor AUDITOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited, fire, flood, earthquakes, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 – GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Escambia County, Florida and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 14 – MISCELLANEOUS

14.1 Non-waiver

A waiver by either COUNTY or AUDITOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

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

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of compensation jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the AUDITOR or any employee or associate, shall not be involved in any political campaign for COUNTY elective office nor make financial contribution to any such campaign.

ARTICLE 15 – INTEGRATION AND MODIFICATION

This Agreement is adopted by the COUNTY and AUDITOR as a final, complete and exclusive statement of the terms of the Agreement between the COUNTY and AUDITOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters of other communications between the CITY and AUDITOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the COUNTY and AUDITOR.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The COUNTY and AUDITOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives. Any assignment, sale, pledge, or conveyance of this contract by AUDITOR must be previously approved by the COUNTY, whose consent may be reasonably withheld.

ARTICLE 17 – CONTINGENT FEES

The AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AUDITOR 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 AUDITOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 – TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the AUDITOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AUDITOR'S most favored customer for the same or substantially similar services.

The said rates and cost shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 19 – OWNERSHIP OF DOCUMENTS

AUDITOR shall be required to work in harmony with other auditors/consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY upon completion for its use and distribution as may be deemed appropriate by the COUNTY.

The AUDITOR 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 AUDITOR fails to abide by the provisions of Chapter 119, Florida Statutes, the County without prejudice to right or remedy and after giving the AUDITOR and its surety, if any, seven (7) days written notice, during which period the AUDITOR still fails to allow access to such documents, terminates this agreement with the AUDITOR. In such case, the AUDITOR 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 AUDITOR.

ARTICLE 20 – USE OF OPERATIONAL SYSTEMS AND COMPUTER SOFTWARE

The AUDITOR shall obtain the County's written permission prior to using the County's computer system or software. The AUDITOR agrees that such system use will be controlled by the County so as not to disrupt its ongoing daily operations.

ARTICLE 21 – NOTICE

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

As to COUNTY

Board of County Commissioners
Management Services Bureau
Attention: Amy Lovoy
221 Palafox Place, Suite 440
Pensacola, FL 32502

As to AUDITOR

Attention:

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time-to-time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 CDT pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

ARTICLE 22 – PROJECT TEAM

The Project Team shall consist of:

_____

_____

_____

_____

_____

Project Team members may be changed only with the prior written approval of the COUNTY.

IN WITNESS WHEREOF, the COUNTY, at a regular BCC meeting thereof, by action of the BCC and directing the foregoing be adopted, has caused these presents to be signed by the Chair, and its seal to be hereunto affixed

APPROVED this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chair

ATTEST: Pamela Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

ATTEST: Corporate Secretary

CONSULTANT

_____

By: _____
Signature

(Affirm Corporate Seal)

(Seal)

WITNESS:

Name: _____

_____

Title: _____

_____

President (or other duly authorized Officer)

(Attach Resolution/Bylaw of authorization if no President)

ADDENDUM 1

FINANCIAL AUDIT SERVICES

The following Addendum items are amendments to the original documents and shall be considered as an integral part of said documents and biddings thereon as if bound therein. All items of the document shall remain intact unless amended by this addendum. This addendum consists of one page.

All bidders shall acknowledge this Addendum by completing the Addenda Acknowledgement section of the RFP and by submission of this form with their RFP response.

Company Name: _____

CERTIFICATE OF CURRENT COST AND PRICING DATA
Truth in Negotiations Act (TINA)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Escambia County Office of Purchasing's representative in support of Request for Proposal for Financial Auditing Services PD 18-19.004 are accurate, complete, and current as of _____ day, of_____, 2019.
This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the *Escambia County Florida* that are part of the proposal.

Firm:
Signature:
Name:
Title:
Date: ***

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.
*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16152 **County Administrator's Report 10. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/16/2019
Issue: Discretionary Money Allocation for Employee Morale Events
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Discretionary Allocation for County Employee Morale and "Thank You" Events - Robert Bender, County Commissioner, District 4

That the Board approve funding $2,000 from Commissioner Robert Bender's discretionary funds that he can use toward County Employee Morale and "Thank you" events through September 30, 2019.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

Commissioner Robert Bender would like to use a portion of his discretionary funds to say "Thank you" to our County Employees.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2018-2019 Budget for each Commissioner to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Commissioner Bender's Office will handle the details with each County department.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16133 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/16/2019
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 F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

A. General Daniel Chappie James Flight Academy, in the amount of $5,000;

B. Studer Community Institute, in the amount of $2,500; and

C. Dixon School of the Arts & Sciences, in the amount of $1,000.

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

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 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):

General Daniel Chappie James Flight Academy. - $5,000
Studer Community Institute - $2,500
Dixon School of the Arts & Sciences - $1,000

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

General Daniel Chappie James Flight Academy
Studer Community Institute
Dixon School of the Arts & Sciences

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

May 2, 2019

General Daniel Chappie James Flight Academy
Attn: Clifton W. Curtis Jr.
P.O. Box 2771, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 10, 2019.

Dear Clifton W. Curtis Jr,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education, Safe Neighborhood 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: GENERAL DANIEL CHAPPIE JAMES FLIGHT ACADEMY DATE: 4/10/19

POINT OF CONTACT: CLIFTON W. CURTIS JR. PH#: (703) 868 3506

EMAIL ADDRESS: GDCJFACADEMY@GMAIL.COM ☒ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process): ANYTIME AMOUNT REQUESTED: ANY AMOUNT ($250 - 10,000 OR

CHECK PAYABLE TO: GENERAL DANIEL CHAPPIE JAMES FLIGHT ACADEMY

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street: P.O. BOX 2771 City: PENSACOLA State: FLORIDA 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 (Initial)

NAME OF CERTIFYING OFFICIAL: CLIFTON W CURTIS JR

TITLE OF CERTIFYING OFFICIAL: PRESIDENT / CHAIRMAN OF BOARD

SIGNATURE (Digital): Clifton W Curtis

DATE: 4/21/19

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	
SHERIFF		☑	☐	
CFO ASSISTANT				

AMOUNT APPROVED: $5,000.00

Date processed: 5/2/19

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE: 5/2/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

TODAY, WE ARE CHALLENGED BY THE STATE OF OUR NATIONS YOUTH POPULATION IF CHILDREN ARE OUR FUTURE, JUST WHERE EXACTLY ARE WE HEADED AS A NATION? TEEN PREGNANCY, DRUG USE, EXCESSIVELY HIGH DROPOUT RATE AND CRIMINAL ACTIVITY ALL SCREAM LOUDLY THAT WE NEED TO DO MORE TO SUPPORT OUR YOUTH. THE GENERAL DANIEL CHAPPIE JAMES FLIGHT ACADEMY IS CURRENTLY PROVIDING DIRECT EDUCATIONAL / AVIATION LITERALY SERVICE TO ECONOMICALLY DISADVANTAGED YOUTH OF THE PENSACOLA COMMUNITY. OUR 20 PLUS YEARS OF ENGAGING YOUTH HAVE PROVEN THAT THEY OFTEN DO RADICAL, DESPERATE THINGS SUCH AS CRIMINAL ACTIVITY AND DRUG USE BECAUSE OF A FEELING OF FUTILITY AND HOPELESSNESS, WHEN ALL THEY REALLY WANT IS TO FEEL LIKE THERE IS HOPE FOR TOMORROW AND SOME SMALL MEASURE OF CONTROL OF THEIR LIVES. THE GENERAL DANIEL CHAPPIE JAMES FLIGHT ACADEMY PROMOTES AND DEVELOPS THE ETHICS AND MINDSET OF SERVICE THROUGH AVIATION STEM RELATED ACTIVITES. THIS IMPROVES THEIR ACADEMIC / SOCIAL SKILLS, AS WELL AS PROVIDE DIRECT SERVICE TO CHILDREN AND FAMILIES THAT PROMOTE SAFE, BALANCED, HEALTHY AND SUSTAINABLE LIVING. YOUR DONATED FUND WILL GO DIRECTLY TOWARD PURCHASING THE COMPUTERS, SIMULATORS, FURNISHING AND OTHER INFRASTRUCTURE TO GET THIS ACADEMY GOING. THE CITY OF PENSACOLA IS CONSTRUCTING OUR BUILDING AND WILL BE RESPONSIBLE FOR ITS MAINTENANCE. THE FACILITY IS LOCATED AT 1108 MARTIN LUTHER KING ST, PENSACOLA HOME OF THE CHAPPIE JAMES MEMORIAL GARDENS. SEE ENCLOSED DOCUMENTS FOR DETAILS OF OUR PROGRAM FACILITY AND EQUIPMENT NEEDED.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 12 2014

THE GENERAL DANIEL CHAPPIE JAMES
SUMMER FLIGHT ACADEMY
2575 ESCAMBIA AVE
PENSACOLA, FL 32503-0000

Employer Identification Number:
46-5480504
DLN:
26053707001934
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 1, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017475887C-8	03/20/2018	03/31/2023	501(C)(3) ORGANIZATION

This certifies that

THE GENERAL DANIEL CHAPPIE JAMES SUMMER
FLIGHT ACADEMY
2575 ESCAMBIA AVE
PENSACOLA FL 32503-4986

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. 01/18

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 about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Scanned with CamScanner

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.
GENERAL DANIEL CHAPPIE JAMES SUMMER FLIGHT ACADEMY 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.)
2575 ESCAMBIA AVE

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 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
46 - 5480504

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 ▶ Clifton W. [illegible] | Date ▶ 4/21/19

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.

Scanned with CamScanner

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

May 2, 2019

Studer Community Institute
Attn: Shannon Nickinson
220 West Garden Street, Suite 100 Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 17, 2019.

Dear Shannon Nickinson,

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.

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: Studer Community Institute DATE 04/17/2019

POINT OF CONTACT Shannon Nickinson PH# (850) 525-2116

EMAIL ADDRESS: snickinson@studeri.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 06/03/2019 AMOUNT REQUESTED: ~~$ 15,000~~ $2,500.00

CHECK PAYABLE TO: Studer Community Institute

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street 220 W. Garden St. Suite 100 City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief SN (Initial)

NAME OF CERTIFYING OFFICIAL
Shannon Nickinson

TITLE OF CERTIFYING OFFICIAL
Director of Early Learning

SIGNATURE (Digital)
Shannon Nickinson Digitally signed by Shannon Nickinson Date: 2019.04.19 15:14:46 -05'00'

DATE

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	W. Lott	☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				DAVID MORGAN, SHERIFF

Date processed 5/2/19

5/2/2019
DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Studer Community Institute

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

Studer Community Institute's Light Up Learning fundraiser will support our efforts to improve the lives of families in Escambia County through our programs aimed at improving school readiness and building capacity in parents in under-served communities. We do this through education programs that help parents understand the link between rich early educational experiences, school readiness and ultimately better education outcomes that as adults will support safer communities. SCI's Parent Outreach program is a cornerstone of this work, engaging parents in subsidized housing complexes in weekly parenting classes to help build the capacity in parents to be better first teachers for their children. Healthy early brain development is key to the foundation of a child's readiness for school, and ultimately for putting that child on a path for success in school and life. That is crucial in Escambia County, which state education data indicates has a kindergarten readiness rate of 45 percent (as of 2018, the most recently available data). SCI's program aims to improve the quality of life in communities of need by serving parents who live in Attucks Court, Moreno Court and Oakwood Terrace apartment complexes. Our partnership with Area Housing Commission began with a program to reach parents with the message of the importance of talking, reading and interacting with young children, especially in the first three years of life. It has expanded to work on building the capacity within these parents to make stronger, healthier decisions about their lives and life path, making their community safer, getting counseling where needed and giving their children a stronger foundation for school and life. The program's curriculum includes 16 weeks of lessons focused on the importance of parent talk and interaction in healthy brain development in the first three years of a child's life — and the role that that interaction plays in a child's kindergarten readiness. It also includes focusing on education as a lifelong journey, with components of stress management, self-sufficiency, longer-term planning and goal setting, and other life skills. After the initial 16 weeks, the program adds lessons in financial literacy, self-sufficiency and building parenting capacity in families. In September 2018, we set up an office in the Family Center at Pathways for Change, a faith-based recovery and counseling center to help women recovering from addiction. PFC offers GED and CDL license classes as well as parenting support. Our Parent Outreach curriculum will now be part of those offerings.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 25 2016

STUDER COMMUNITY INSTITUTE INC
121 SOUTH PALAFOX PLACE STE B
PENSACOLA, FL 32502

Employer Identification Number:
47-5657008
DLN:
17053095310046
Contact Person:
JOSEPH LAUX ID# 31077
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 12, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

STUDER COMMUNITY INSTITUTE INC

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8017040221C-0	06/22/2016	06/30/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

STUDER COMMUNITY INSTITUTE INC
121 PALAFOX PL STE B
PENSACOLA FL 32502-5635

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 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Studer Community Institute, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☑ Other (see instructions) ▶ Not-for-Profit Florida Corporation

Address (number, street, and apt. or suite no.)
220 West Garden St. Ste 100

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
4	7	-	5	6	5	7	0	0	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ Nicole Weldon — Date ▶ 12-12-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

May 2, 2019

Dixon School of the Arts & Sciences
Attn: Natalie Chism
2601-A West Strong Street, Pensacola, FL 32505

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 24, 2019.

Dear Natalie Chism,

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 $1,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA 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)

☐ PROMOTIONAL/ADVERTISING ☐ EVENT ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Dixon School of Arts & Sciences DATE 4.24.19

POINT OF CONTACT Natalie Chism PH# 850-572-9278

EMAIL ADDRESS: natalie@dixonschoolofa.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) within 30 days after event June 21/22 event date AMOUNT REQUESTED: 5,000

CHECK PAYABLE TO: Dixon School of Arts & Sciences

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2601A W. Strong Street City Pensacola State Fl. Zip Code 32505

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (initial)

NAME OF CERTIFYING OFFICIAL Richard Chism

TITLE OF CERTIFYING OFFICIAL President of Board

SIGNATURE (Digital)

DATE 4/25/19

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		☑	☐	
CHIEF		☑	☐	
CFO		☑	☐	AMOUNT APPROVED #1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055
CFO ASSISTANT	Date processed 5/2/19			DAVID MORGAN, SHERIFF 5/2/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Dixon School of Arts & Sciences

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 -

Funding from the Sheriff's Office will be used in the effort to prevent crime and drug abuse through educating our students of the risk and consequences associated with each.

Dixon School for the Arts is a private, kindergarten through 8th grade school, serving at-risk youth living in Escambia County, Florida. The majority of the 108 students reside within a ten-mile radius of the school located at 2601 West Strong Street. We've recently acquired the former AA Dixon school with the financial support of Innisfree Hotels and have a 50 year lease! Students will begin classes in the Fall there and we anticipate doubling our student enrollment. 100% of students enrolled at Dixon receive full scholarship support through Florida's Step-up for Students Scholarship program. Students and their families must be at or below poverty level to qualify for financial support from Step-Up. The primary demographic of the school includes children living in the low-income housing areas of Pensacola Village, Truman Arms, and Attucks Court.

Attending Dixon School of the Arts is a transformative experience for students. Most of the students at Dixon have never the greater Pensacola area, not even to venture as far as Pensacola Beach. Once inside our doors, we begin to see students feel good about themselves because of the things they can accomplish in their art or dance or music classes. The unique learning experiences Dixon offers, the exposure to the greater world outside of one's neighborhood, and our work to help each child understand that they can do anything they put their mind to, opens a new world of opportunities for each and every student. This positive alteration in outlook is so profound for our students that it permeates their thinking and helps to inspire others- improving the lives of their families and the lives of others in the community. The work we do at Dixon produces engaged, educated, and productive citizens, who help make their communities and neighborhood better and safer places to live.

Support from the Escambia County Sheriff's Office will be visibly displayed on all materials related to the Jaws on the Water event at the level decided upon from the Sheriff's office. We would love your consideration in support of this event and the Dixon School of Arts & Sciences.

Natalie Chism
Director of Development
Dixon School of Arts & Sciences
850-572-9278
natalie@dixonschoolota.org

Dixon SCHOOL of ARTS & SCIENCES

2601-A West Strong Street
Pensacola, FL 32505

Dear Friends of Dixon,

We are excited to announce that something BIG is coming to Pensacola Beach this summer!

JAWS On The Water will keep you on the edge of your float with suspense and anticipation! For only $35, guests will receive an inner tube, a glow necklace, and a killer experience watching the movie JAWS while floating in the Santa Rosa Sound. This exciting event will be held on June 21st and 22nd, 2019 at the new Jelly's Eatery (which will be open exclusively for the event).

All proceeds go to Dixon School of Arts & Sciences. Please consider joining us by sponsoring this 'jawesome' event!

Your support as a sponsor will give our scholars unique opportunities to explore the world outside the boundaries of their classroom. They will be able to participate in hands-on learning experiences such as gardening with local scientists at the From the Ground Up Community Garden, and scholars will engage with professional visiting artists who will immerse them in ballet, modern dance, yoga, music, and visual arts. Support at any level is greatly appreciated and will have a positive impact on the scholars at Dixon School of Arts & Sciences.

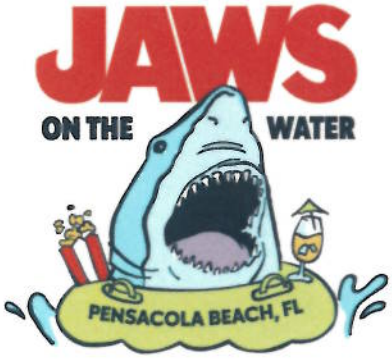
If you have any questions about sponsorships or would like to learn more about the school, please contact Natalie Chism at (850) 610-1725 or natalie@dixonschoolota.org.

Thank you for your consideration! We look forward to your support.

Gratefully,

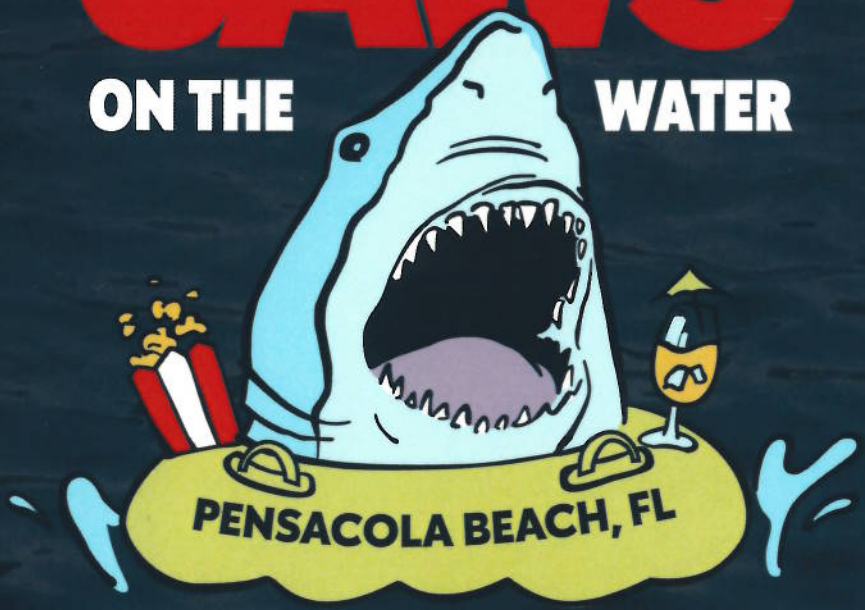
Rich

Rich Chism
President, Board of Directors



JAWS

ON THE WATER



SPONSOR[SHIPS]

You're gonna need a bigger float!

Join us in the Santa Rosa Sound for a killer event that you won't want to miss.

JUNE 21 & 22, 2019
6 -10PM

ALL PROCEEDS BENEFITTING Dixon SCHOOL of ARTS & SCIENCES

Dixon School of Arts & Sciences is a private, K - 8th-grade neighborhood school, serving at-risk youth living in Escambia County, Florida. The school offers a world-class Fine Arts program as well as a robust Science, Technology, Engineering, Art and Math (STEAM) curriculum.

Dixon School of Arts & Sciences exists to provide values-based excellence in academic achievement focused on the arts and sciences and to provide creative experiences for its scholars, their families, and the community.

By sponsoring the school, you will help Dixon achieve its vision of becoming a model for excellence and to be recognized as one of the nation's premier education institutions.

Learn more about what makes Dixon School of Arts & Sciences special at www.dixonschoolota.org

EXPERIENCE THE THRILL OF WATCHING THE GREATEST MOVIE ON A 28-FOOT OUTDOOR SCREEN WHILE FLOATING IN THE SANTA ROSA SOUND

KEEP THOSE FEET UP OUT OF THE WATER!

Becoming a sponsor is the best way to support a great cause and access exclusive advertising opportunities. **All proceeds benefit Dixon School of Arts & Sciences.**

WHEN

FRIDAY, JUNE 21 & SATURDAY, JUNE 22, 2019

GATES OPEN: 6:00PM
MOVIE STARTS: 8:00 PM

WHERE

PRIVATE EVENT AT JELLY'S EATERY, 5 VIA DE LUNA DRIVE, PENSACOLA BEACH, FL

$35 TICKETS INCLUDE A FLOAT, A GLOW NECKLACE, MUSIC, BODY ART, PHOTO OPS, & A KILLER MOVIE EXPERIENCE

SPONSORSHIP LEVELS

SPONSORSHIPS AVAILABLE *LIMITED AVAILABILITY	Level	Inner tubes	Presenting Sponsor (only one sold) on all Materials + Brand Exclusivity	Inclusion in Press Release	Article Mention	Pre-Movie Commercial on Jumbo Screen*	Inclusion in Opening Remarks	Logo/Link on Social Media	Logo/Link on Jaws Website Page	Pre-Movie Logo on Jumbo Screen	Logo on Banner	Logo on Print Materials
Great White (only one sold)	$15,000	8	Presenting Sponsor	X	X	60 Second	X	X	X	X	X	X
The Orca	$10,000	6	-	X	X	30 Second	X	X	X	X	X	X
Amity Island	$5,000	4	-	-	X	15 Second	X	X	X	X	X	X
Marine Biologist	$2,500	4	-	-	-	-	X	X	X	X	X	X
Shark Hunter	$1,000	2	-	-	-	-	-	X	X	X	X	X
Concerned Amity Citizen	$500	2	-	-	-	-	-	-	-	X	X	X

Level · Inner tubes · Presenting Sponsor (only one sold) on all Materials + Brand Exclusivity · Article Mention · Inclusion in Press Release · Inclusion in Opening Remarks · Pre-Movie Commercial on Jumbo Screen* · Logo/Link on Social Media · Logo/Link on Jaws Website Page · Pre-Movie Logo on Jumbo Screen · Logo on Banner · Logo on Print Materials

*Sponsors provide their own commercial

GREAT WHITE
$15,000
- 8 Inner tubes
- Presenting Sponsor (only one sold) on all Materials + Brand Exclusivity
- Inclusion in Press Release
- Inclusion in Opening Remarks
- Article Mention
- 60-Second Pre-Movie Commercial on Jumbo Screen
- Logo/Link on Social Media
- Logo/Link on Jaws Website Page
- Pre-Movie Logo on Jumbo Screen
- Logo on Banner
- Logo on Print Materials

AMITY ISLAND
$5,000
- 4 Inner tubes
- Inclusion in Opening Remarks
- Article Mention
- 15-Second Pre-Movie Commercial on Jumbo Screen
- Logo/Link on Social Media
- Logo/Link on Jaws Website Page
- Pre-Movie Logo on Jumbo Screen
- Logo on Banner
- Logo on Print Materials

SHARK HUNTER
$1,000
- 2 Inner tubes
- Logo/Link on Social Media
- Logo/Link on Jaws Website Page
- Pre-Movie Logo on Jumbo Screen
- Logo on Banner
- Logo on Print Materials

THE ORCA
$10,000
- 6 Inner tubes
- Inclusion in Opening Remarks
- Article Mention
- 30-Second Pre-Movie Commercial on Jumbo Screen
- Logo/Link on Social Media
- Logo/Link on Jaws Website Page
- Pre-Movie Logo on Jumbo Screen
- Logo on Banner
- Logo on Print Materials

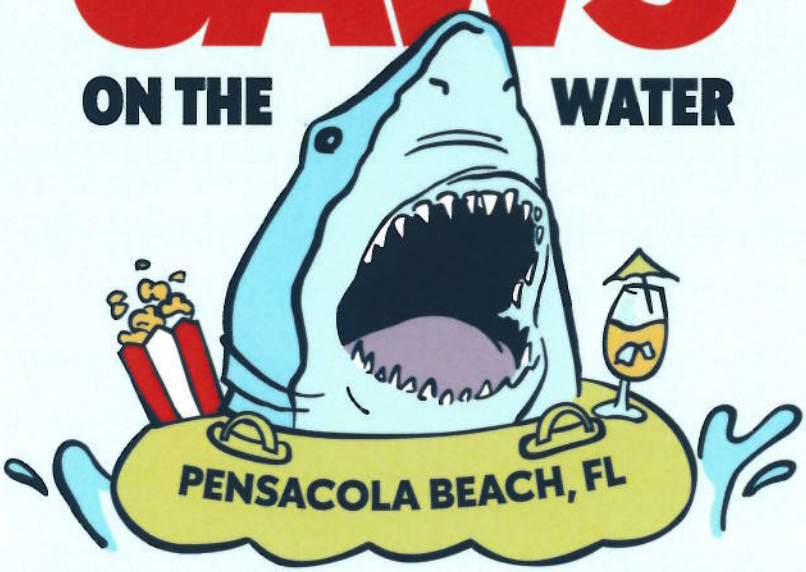
MARINE BIOLOGIST
$2,500
- 4 Inner tubes
- Inclusion in Opening Remarks
  Logo/Link on Social Media
- Logo/Link on Jaws Website Page
- Pre-Movie Logo on Jumbo Screen
- Logo on Banner
- Logo on Print Materials

CONCERNED AMITY CITIZEN
$500
- 2 Inner tubes
- Pre-Movie Logo on Jumbo Screen
- Logo on Banner
- Logo on Print Materials

CONTACT

Contact Natalie Chism
natalie@dixonschoolota.org
850-610-1725

JAWS ON THE WATER



COMMITMENT FORM

YES! I will pledge my sponsorship to Jaws On The Water benefiting Dixon School of Arts & Sciences at the ___ Great White ($15,000) ___ The Orca ($10,000) ___ Amity Island ($5,000) ___ Marine Biologist ($2,500) ___ Shark Hunter ($1,000) ___ Concerned Amity Citizen ($500) level.

NO, I am unable to sponsor at this time, but please accept my donation of $_____ to support Dixon School of Arts & Sciences.

BUSINESS NAME:

CONTACT PERSON:

ADDRESS:

PHONE NUMBER:

EMAIL:

Note: Acknowledgement of sponsors in print materials is subject to print deadines.

☐ I'm Committed! Please send me an invoice.

☐ I have enclosed a check for my sponsorship

☐ I paid online at dixonschoolota.org/donate/
"Please indicate "Jaws On The Water" in the notes on the web form.

Please mail to:
Dixon School of Arts & Sciences
Attn: Natalie Chism - Jaws on the Water
2601A West Strong Street, Pensacola, FL. 32505

If you have any questions please contact:
Call Natalie Chism at 850-610-1725 or
email natalie@dixonschoolota.org

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248188025
Feb. 13, 2019 LTR 4168C 0
30-0600414 000000 00
00020454
BODC: TE

DIXON SCHOOL OF ARTS AND SCIENCES
INC
% DONNA CURRY
2601A W STRONG ST
PENSACOLA FL 32505

014589

Employer ID number: 30-0600414
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Feb. 04, 2019, about your tax-exempt status.

We issued you a determination letter in December 2010, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show 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)(ii).

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 you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0248188025
Feb. 13, 2019 LTR 4168C 0
30-0600414 000000 00
00020455

DIXON SCHOOL OF ARTS AND SCIENCES
INC
% DONNA CURRY
2601A W STRONG ST
PENSACOLA FL 32505

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

0000073 02/26/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8015544114C-8	02/15/2016	02/28/2021	501(C)(3) ORGANIZATION

This certifies that

DIXON SCHOOL OF THE ARTS INC
2601 W STRONG ST STE A
PENSACOLA FL 32505-7128

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. October 2018)
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.
DIXON SCHOOL OF ARTS AND SCIENCES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2601 A WEST STRONG STREET

Requester's name and address (optional)

6 City, state, and ZIP code
PENSACOLA, FLORIDA 35205

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
30 - 0600414

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** ▶ [signature] **Date** ▶ 02/07/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16123 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/16/2019
Issue: Recommendation Concerning the Acquisition of Real Property at 123 Diego Circle
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 123 Diego Circle for the Erress Boulevard and Diego Circle Blight Reduction Project - Tonya Green, Neighborhood & Human Services 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 123 Diego Circle, from 5T Wealth Partners, LP, a California limited partnership, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $9,500 (County's appraised value is $8,000);

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 123 Diego Circle (.0384 acres); 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.

This parcel is located in District 3.

[Funding: Fund 129/2017 CDBG, Cost Center 370231]

BACKGROUND:

Westernmark subdivision located on Erress Boulevard and Valencia Arms subdivision located on Diego Circle are neighborhoods located in the CRA Palafox Redevelopment District. Many of the units within the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood; there have been numerous repetitive code violations in which properties currently have outstanding liens.

During the June 22, 2017 BCC Meeting, the Board authorized staff to begin the process to pursue acquisition on all properties that had vacant lots and unoccupied structures. Neighborhood and Human Services staff have identified over 30 potential parcels to solicit for acquisitions. Staff has sent correspondence to all identified vacant properties and have completed appraisal reports, title insurance commitments, and other related activities in implementing the project. The acquisition checklist has been provided with this recommendation.

A preliminary offer was made to the owner for the appraised value of the property of $8000, but the owner has counter-offered with $9,500. The current property value from the Escambia County Property Appraiser notes the value at $10,240. Four votes from the Board would be needed to authorize this purchase price over the County appraisal of $8,000.

BUDGETARY IMPACT:

Funding for acquisition is budgeted in Fund 129, 2017 CDBG, Cost Center 370231.

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents will be reviewed by the County Attorney's office for approval.

PERSONNEL:

Not applicable to this recommendation. All work associated with this request is being handled by County staff.

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 action, Community Redevelopment Agency (CRA) and Neighborhood Enterprise Division (NED) staff will implement in consultation with the County Attorney's office.

Attachments

Contract with Backup Docs

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between 5T Wealth Partners, LP, a California limited partnership, whose address is P.O. Box 830539, Birmingham, AL 35283 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on May 16, 2019.

2. PURCHASE PRICE; PAYMENT. The purchase price is $9,500, payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

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

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Neighborhood Enterprise Division
c/o Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, Florida 32502

TO SELLER:
5T Wealth Partners, LP
Department 6200
P. O. Box 830539
Birmingham, AL 35283

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

_____
Witness

JANA CARRINGTON
Print Name

_____
Witness

Cole Coss
Print Name

SELLER: 5T Wealth Partners, LP

_____
Kelly P. Kite, Authorized Signatory

Approved as to form and legal sufficiency.
By/Title: _____
Date: Assistant County Attorney 4/17/2019

Date 4/12/2019

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of APRIL, 2019, by **Kelly P. Kite, Authorized Signatory for 5T Wealth Partners, LP**, a California limited partnership, on behalf of the partnership. He/She (X) is personally known to me or (__) produced current _____ as identification.

Notary Public State of Florida
Jana Carrington
My Commission GG 253452
Expires 11/13/2022
(Notary Seal)

_____
Signature of Notary Public

JANA CARRINGTON
Printed Name of Notary Public

Exhibit "A"

123 Diego Circle, Pensacola, FL 32505
Parcel ID: 09-2S-300-5500-000-49

Legal Description:
LOT 49, VALENCIA ARMS, A SUBDIVISION OF A PORTION OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, IN ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 7 AT PAGE 99 OF THE PUBLIC RECORDS OF SAID COUNTY.

Exhibit II

Escambia County Community Redevelopment Agency
OFFER LETTER

RE: 123 DIEGO CIRCLE, PENSACOLA, FL

ACCEPTANCE:

I have read the foregoing and would be willing to: Check A or B

___ A) Sell the property, located at **123 Diego Circle** for **$8,000** depicted in Exhibit "A"; or

X B) Agree to sell the property, located at **123 Diego Circle** for the counteroffer amount of $ 9,500 00

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

X _____ 10/15/18
Signature of Owner Date

_____
Signature of Owner Date

Kelly P. Kite, Jr.
Print Name

_____
Print Name

Please provide us with a current phone number and/or email address.

772 713-5046
Phone Number

TMATESIC@AOL.COM
Email Address

PARCEL MAP: 123 DIEGO CIRCLE

"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

8/3/2018

N

ESCAMBIA COUNTY FLORIDA

File No. V190011

APPRAISAL OF

LOCATED AT:

123 DIEGO CIRCLE
PENSACOLA, FL 32505

CLIENT:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT
221 PALAFOX PLACE.SUITE 200
PENSACOLA, FL, 32502

AS OF:

January 30, 2019

BY:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT
221 PALAFOX PLACE.SUITE 200
PENSACOLA, FL, 32502

File Number: V190011

In accordance with your request, I have appraised the real property at:

123 DIEGO CIRCLE
PENSACOLA, FL 32505

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of January 30, 2019 is:

$8,000
Eight Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Victor Harrison

GULF COAST APPRAISALS

Residential Appraisal Report

File No. V190011

PURPOSE

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User NEIGHBORHOOD & HUMAN SERVICES DEF E-mail N/A

Client Address 221 PALAFOX PLACE.SUITE 200 City PENSACOLA State FL Zip 32502

Additional Intended User(s) FOR CLIENTS USE ONLY.

Intended Use TO DETERMINE MARKET VALUE FOR POSSIBLE ACQUISITION. SUBJECT APPRAISAL IS CONSIDERED A RESTRICTED REPORT.

SUBJECT

Property Address 123 DIEGO CIRCLE City PENSACOLA State FL Zip 32505

Owner of Public Record 5T WEALTH PARTNERS LP County ESCAMBIA

Legal Description LT 49 VALENCIA ARMS PB 7 P 99 OR 7659 P 828. ESC FL.

Assessor's Parcel # 09-2S-30-0550-000-049 Tax Year 2018 R.E. Taxes $ 268.89

Neighborhood Name VALENCIA ARMS/PENSACOLA Map Reference 09-2S-30 Census Tract 31

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

SALES HISTORY

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.

Prior Sale/Transfer: Date 01/11/2017 Price $2,700 Source(s) CRS/ESCPA

Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) PRIOR TRANSFER NOTED FOR SUBJECT WITHIN PAST 36 MONTHS FOR $2,700 ONE 01/11/2017, PER PUBLIC RECORDS. SUBJECT TRANSFER APPEARS BE A TAX DEED TRANSFER.

Offerings, options and contracts as of the effective date of the appraisal NONE NOTED ON MLS OR FOR SALE BY OWNER.

NEIGHBORHOOD

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	89 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	1 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	10± Low	NEW	Multi-Family	1 %
Neighborhood Boundaries See Attached Addendum.								550+ High	90±	Commercial	2 %
								110± Pred.	30	Other VACAN	7 %

Neighborhood Description SUBJECT IS IN AN ESTABLISHED NEIGHBORHOOD PREDOMINATELY SINGLE FAMILY DWELLINGS, WITH COMMERCIAL BUSINESSES LOCATED ON MAIN STREETS IN MARKET AREA, AND OTHER RESIDENTIAL PROPERTIES IN PROXIMITY, WITH MARKET APPEAL BEING AVERAGE IN THE WEST PENSACOLA, FL AREA.

Market Conditions (including support for the above conclusions) THE SUBJECT MARKET IS CONSIDERED TO BE CURRENTLY STABLE IN GENERAL. MORTGAGE FUNDS AVAILABLE TO QUALIFIED BUYERS AT COMPETITIVE RATES. THERE IS NO EVIDENCE OF CONCESSIONS, BUYDOWNS OR DISCOUNTS WHICH WOULD AFFECT MARKET VALUE. RECENT DECREASES IN SHORT-TERM INTEREST RATES ARE NOT ANTICIPATED TO HAVE AN IMPACT ON THE MARKET.

SITE

Dimensions 19X87X19X87 ± (P.P.RCDS) Area .04 ACRE ± (P-RCDS) Shape RECTANGULAR View RESIDENTIAL/AVG

Specific Zoning Classification HDMU Zoning Description HDMU: HIGH DENSITY MIXED USE 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 HIGHEST AND BEST USE IS CONSIDERED TO BE ITS PRESENT USE DUE TO BEING IN A RESIDENTIAL SUBDIVISION.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street ASPHALT	[X]	[ ]
Gas	[ ]	[ ] NONE	Sanitary Sewer	[X]	[ ]	Alley NONE	[ ]	[ ]

Site Comments NO ADVERSE SITE CONDITIONS WERE NOTED. SEE FLOOD MAP ATTACHED. SITE SIZE AND FLOOD ZONE ARE SUBJECT TO CURRENT SURVEY. FLOOD ZONE LOCATION IS AN APPROXIMATION ONLY DUE TO FEMA FLOOD ZONE PANEL 12033C0360G, DATED 12/19/2006, NOT PINPOINTING SUBJECT. SUBJECT APPEARS TO BE IN FLOOD ZONE "X". SUBJECT IS CONNECTED TO PUBLIC SEWAGE.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials		INTERIOR materials	
Units [X] One [ ] One w/Acc. unit [ ]		[X] Concrete Slab [ ] Crawl Space		Foundation Walls	CONCRETE/AVG	Floors	CPT/AVG
# of Stories TWO		[ ] Full Basement [ ] Partial Basement		Exterior Walls	BRICK-WD/AVG	Walls	DW/AVG
Type [ ] Det. [X] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.		Roof Surface	ASPH/SHING/AVG	Trim/Finish	WD/PAINT/AVG
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish N/A %		Gutters & Downspouts	NONE	Bath Floor	VINYL/AVG
Design (Style) TOWNHOME		[ ] Outside Entry/Exit [ ] Sump Pump		Window Type	S-H ALUM/AVG	Bath Wainscot	PREFAB/AVG
Year Built 1972				Storm Sash/Insulated	NONE/AVG	Car Storage	[ ] None
Effective Age (Yrs) 40 YRS				Screens	YES/AVG	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating [X] FWA [ ] HW [ ] Radiant		Amenities	[ ] WoodStove(s) #	Driveway Surface	CONCRETE
[ ] Drop Stair	[ ] Stairs	[ ] Other Fuel ELECTRIC		[ ] Fireplace(s) #	[X] Fence PRT/WD	[ ] Garage	# of Cars
[ ] Floor	[X] Scuttle	Cooling [X] Central Air Conditioning		[X] Patio/Deck OPN	[X] Porch STP	[ ] Carport	# of Cars
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other		[ ] Pool	[X] Other UTILITY	[ ] Att.	[ ] Det. [ ] Built-in

Appliances [X] Refrigerator [X] Range/Oven [X] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [X] Other (describe) FAN/HOOD

Finished area above grade contains: 6 Rooms 3 Bedrooms 2.0 Bath(s) 1,308 Square Feet of Gross Living Area Above Grade

Additional Features See Attached Addendum.

Comments on the Improvements See Attached Addendum.

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GULF COAST APPRAISALS

Residential Appraisal Report

File No. V190011

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
123 DIEGO CIRCLE		2301 MICHIGAN AVE		5512 WOODSMAN CT		529 MASSACHUSETTS AVE C	
Address PENSACOLA, FL 32507		PENSACOLA, FL 32526		PENSACOLA, FL 32506		PENSACOLA, FL 32505	
Proximity to Subject		1.08 miles NW		3.03 miles SW		1.64 miles SW	
Sale Price	$ N/A		$ 43,000		$ 40,000		$ 38,100
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 36.94 sq. ft.		$ 37.88 sq. ft.		$ 34.64 sq. ft.	
Data Source(s)	INSPECTION	MLS/PUBLIC RECORDS		MLS/PUBLIC RECORDS		MLS/PUBLIC RECORDS	
Verification Source(s)	PUBLIC RECD'S	DOM 94		DOM 2		DOM 6	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing	N/A	CASH		CASH		CASH	
Concessions	N/A	CLOSED		CLOSED		CLOSED	
Date of Sale/Time	N/A	07/09/2018		07/05/2018		02/15/2018	
Location	SUBURBAN/FAIR	SUBURBAN/AVG	-5,000	SUBURBAN/AVG	-5,000	SUBURBAN/AVG	-5,000
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site	.04 ± ACRE/AVG	.02 ± ACRE/AVG		.12 ± ACRE/AVG		.03 ± ACRE/AVG	
View	RESIDENT/AVG	RESIDENT/AVG		RESIDENT/AVG		RESIDENT/AVG	
Design (Style)	TOWNHOME	TOWNHOME		TOWNHOME		TOWNHOME	
Quality of Construction	BRICK-WD/AVG	BRICK-VIN/AVG		WOOD/AVG		WOOD/AVG	
Actual Age	47 ± YRS	35 ± YRS	0	23 ± YRS	0	34 ± YRS	0
Condition	POOR	FAIR	-30,000	FAIR	-30,000	FAIR	-30,000
Above Grade (Total / Bdrms. / Baths)	6 / 3 / 2.0	5 / 2 / 1.1	+1,000	5 / 2 / 2	+1,000	5 / 2 / 2	+1,000
Room Count			+3,000				
Gross Living Area	1,308 sq. ft.	1,164 sq. ft.	+2,200	1,056 sq. ft.	+3,800	1,100 sq. ft.	+3,100
Basement & Finished	NONE	NONE		NONE		NONE	
Rooms Below Grade	NONE	NONE		NONE		NONE	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	CENT HT & AC	CENT HT & AC		CENT HT & AC		CENT HT & AC	
Energy Efficient Items	WINS/BLDS/ETC	WINS/BLDS/ETC		WINS/BLDS/ETC		WINS/BLDS/ETC	
Garage/Carport	NONE	NONE		NONE		NONE	
Porch/Patio/Deck	STP/C-OP/AVG	PCH/OP/BAL/INF	-3,000	PCH/SP/EQL	0	PCH/OP/EQL	0
FIREPLACE	NONE	FIREPLACE	-1,000	NONE		FIREPLACE	-1,000
FENCE	PRT-FNC/UT-RM	CT YD/EQL		PRT-FNC/UT-RM		PRT-FNC/UT-RM	
OTHER	NONE	NONE		NONE		NONE	
Net Adjustment (Total)		☐ + ☒ -	$ 32,800	☐ + ☒ -	$ 30,200	☐ + ☒ -	$ 31,900
Adjusted Sale Price of Comparables		Net Adj. -76.3% Gross Adj. 105.1%	$ 10,200	Net Adj. -75.5% Gross Adj. 99.5%	$ 9,800	Net Adj. -83.7% Gross Adj. 105.2%	$ 6,200

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach See Attached Addendum

COST APPROACH TO VALUE

Site Value Comments LAND VALUE WAS NOT DEVELOPED DUE TO NOT BEING IN THE SCOPE OF WORK. THE COST APPROACH WAS NOT DEVELOPED OR USED IN DETERMINING VALUE, AND WAS NOT IN THE SCOPE OF WORK. THE COST APPROACH IS NOT PERTINENT TO OLDER HOMES, OR REQUIRED BY FHA, VA, OR FANNIE MAE.

COST APPROACH

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.)

EST. REMAINING ECONOMIC LIFE: 20 YRS. THE LAND TO VALUE RATIO IS TYPICAL FOR THE AREA. SITE VALUE IS BASED ON REVIEW OF RECENT LAND SALES. THE FLOOR AREA ESTIMATE SHOULD BE CONSIDERED AN APPROXIMATION ONLY.

OPINION OF SITE VALUE	= $
Dwelling Sq. Ft. @ $	= $
Sq. Ft. @ $	= $
Garage/Carport Sq. Ft. @ $	= $
Total Estimate of Cost-New	= $
Less 60 Physical / Functional / External Depreciation	= $ ( )
Depreciated Cost of Improvements	= $
"As-is" Value of Site Improvements	= $
INDICATED VALUE BY COST APPROACH	= $

INCOME APPROACH TO VALUE

INCOME

Estimated Monthly Market Rent $ X Gross Rent Multiplier 0 = $ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 8,000 Cost Approach (if developed) $ Income Approach (if developed) $ N/A

See attached Addendum.

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:

See Attached Addendum.

Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is $ 8,000 as of JANUARY 30, 2019, which is the effective date of this appraisal.

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ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190011
Property Address: 123 DIEGO CIRCLE		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

Neighborhood Boundaries
SUBJECT MARKET AREA IS LOCATED NORTH OF FAIRFIELD DRIVE, WEST OF I-110, SOUTH OF I-10, AND EAST OF BLUE ANGEL PKWY, IN THE WEST PENSACOLA FLORIDA AREA.

Additional Features
HORIZONTAL BLINDS, COVERED FRONT STOOP, REAR COVERED/OPEN PATIO, CEILING FANS, FENCE, SCUTTLE ATTIC ACCESS, KITCHEN APPLIANCES, UTILITY ROOM, ETC. INTERIOR ITEMS ARE AN ESTIMATION ONLY DUE TO INTERIOR INSPECTION UNAVAILABLE DUE TO FIRE DAMAGE OF SUBJECT CREATING UNSAFE INTERIOR INSPECTION. ROOM COUNT ESTIMATED FROM MLS OF SIMILAR UNITS IN SUBJECT SUBDIVISION, AND IS AN ESTIMATION ONLY.

Condition of Improvements
THE SUBJECT DWELLING APPEARS TO BE IN POOR CONDITION. PHYSICAL DEPRECIATION STANDARD FOR AGE. NO FUNCTIONAL OR EXTERNAL INADEQUACIES NOTED AT THE TIME OF INSPECTION. SIGNIFICANT DEFERRED MAINTENANCE NOTED AT TIME OF INSPECTION DUE TO SUBJECT HAVING SEVERE FIRE DAMAGE, AND IS AS FOLLOWS: ENTIRE UPPER FLOOR APPEARS TO BE DESTROYED DUE TO FIRE, SMOKE, AND WATER DAMAGE. LOWER FLOOR APPEARS TO BE IN POOR CONDITION DUE TO WATER, AND SMOKE DAMAGE, AND HAVING BEEN SUBJECTED TO WATER DAMAGE AND OTHER DAMAGE DUE TO ROOF FROM UPPER FLOOR BEING DAMAGED AND LEAKING, ETC. IT COULD POSSIBLY HAVE MOLD DAMAGE DUE TO THE LENGTH OF TIME OF HAVING WATER INTRUSION. APPRAISAL SUBJECT TO INTERIOR INSPECTION, AND REPAIR ESTIMATES FROM LICENSED CONTRACTOR(S). APPRAISER UNABLE TO DETERMINE CONDITION OF THE INTERIOR OF SUBJECT, AND ASSUMES THAT THE SUBJECT IS BASICALLY A SHELL WITH ALL OR NEARLY ALL INTERIOR NEEDING REPAIR OR REPLACING.

Comments on Sales Comparison
THE COMPARABLES CHOSEN WERE SALES OF HOMES IN THE SUBJECT MARKET AREA AND WERE GOOD INDICATORS OF VALUE FOR THE SUBJECT PROPERTY DUE TO SIMILARITY IN LOCATION, GLA, BEDROOMS, BATHROOMS, UTILITY, CONSTRUCTION, ACTUAL AND EFFECTIVE AGE, ETC. COMPS WERE CONSIDERED RECENT DUE TO BEING SALES UNDER THIRTEEN MONTHS TIME OF SALE, WITH COMP # 2 BEING UNDER 7 MONTHS TIME OF SALE, AND COMP # 1 BEING UNDER 7 MONTHS TIME OF SALE. ALL SALES WERE OVER ONE MILE IN PROXIMITY TO SUBJECT DUE TO LACK OF MORE SIMILAR/RECENT SALE IN THE SUBJECT MARKET ARE IN CLOSER PROXIMITY.
PREVIOUS SALES/TRANSFERS: SUBJECT HAD ONE PRIOR TRANSFER IN THE PREVIOUS 36 MONTHS ON 01/11/2017 FOR $2,700 AS A TAX SALE. NO PRIOR SALE FOR COMP 2. COMP # 3 HAD TWO PRIOR TRANSFERS PER CRC AND PUBLIC RECORDS IN THE PREVIOUS 12 MONTHS ONE ON 12/19/2017 FOR $53,00, AND ONE ON 01/18/2018 FOR $100, AS PART OF AN REO ACQUISITION.

Final Reconciliation
WEIGHT GIVEN TO THE MARKET APPROACH AS IT BEST REFLECTS THE MOST CURRENT BUYING/SELLING HABITS OF THE PUBLIC IN GENERAL. INCOME APPROACH CONSIDERED BUT NOT USED DUE TO A LACK OF RENTAL DATA, AND NOT BEING CONSIDERED PERTINENT OR RELIABLE PER HUD HAND BOOK. PERTINENT VALUE DETERMINANTS BRACKETED BY COMPARABLES EXCEPT IN ACTUAL AGE, LOCATION, CONDITION, BEDROOM COUNT, GLA, ETC, DUE TO SUBJECT BEING OLDER THAN COMPARABLES IN ACTUAL AGE, COMPS CONSIDERED TO BE IN A SUPERIOR LOCATION, SUBJECT BEING CONSIDERED INFERIOR IN CONDITION DUE TO NOT BEING CONSIDERED IN LIVABLE CONDITION, AND BEDROOM COUNT DUE TO SUBJECT HAVE HIGHER BEDROOM COUNT THAN COMPS, AND IS NOT CONSIDERED A NEGATIVE FACTOR DUE TO ADJUSTMENTS MADE, HIGHER BEDROOM COUNT NOT CONSIDERED A NEGATIVE FACTOR. GROSS, NET, AND LINE ADJUSTMENTS WERE HIGHER THAN NORMAL DUE TO CONDITION OF SUBJECT. THIS REPORT IS INTENDED FOR USE BY CLIENT FOR VALUE PURPOSES, AND IS NOT INTENDED FOR ANY OTHER USE OR PARTY. METHODS USED FOR THIS REPORT AND CONCLUSIONS SHOULD BE CONSIDERED IN WHOLE. USE OF ANY PARTIAL ENTITY WITHIN REPORT IS NOT VALID. ALL COMPS USED IN FINAL VALUE. SUBJECT APPRAISAL IS NOT INTENDED TO BE USED IN A FEDERALLY RELATED AND/OR BACKED MORTGAGE TRANSACTION.
I HAVE NOT APPRAISED THE SUBJECT PROPERTY IN THE PAST 3 YEARS, TO THE BEST OF MY RECOLLECTION.

LONGER MARKETING TIMES SHOULD BE EXPECTED DUE TO PRICES IN THE AREA AND THE SMALL POOL OF QUALIFIED BUYERS WHO CAN QUALIFY FOR THAT SIZE MORTGAGE. THERE IS AN EFFECTIVE NUMBER OF COMPETING PROPERTIES ON THE MARKET IN THIS AREA. THIS INDICATES THAT SUPPLY AND DEMAND ARE IN BALANCE. REASONABLE EXPOSURE PERIOD IS ESTIMATED TO BE UNDER 15 MONTHS. TYPICAL HOLDING PERIOD IS 3-7 YEARS. APPRAISER DOES NOT AGREE TO APPEAR IN COURT IN ANY REFERENCE TO SUBJECT APPRAISAL. IF APPRAISERS AGREES TO APPEAR IN COURT THE MINIMUM FEE RETAINER IS $5000.00, AND $175 PER HOUR THEREAFTER FOR COURT TIME, RESEARCH, ETC.

SUPPLEMENTAL ADDENDUM: IN FORMING AN OPINION OF MARKET VALUE THE APPRAISER RESEARCHED COUNTY PUBLIC RECORDS, COURTHOUSE RETRIEVAL SYSTEM, PAR MLS PUBLIC RECORDS, AS PART OF THE SCOPE OF WORK, ZONING, SALES HISTORY WERE ALSO PART OF THE SCOPE OF WORK REQUIRED BY USPAP. DIFFERENCES IN INFORMATION SYSTEMS REQUIRED THE APPRAISER TO FURTHER INVESTIGATE AND RELY ON THE SOURCE THAT WAS IN THE OPINION OF THE APPRAISER MOST ACCURATE. ANY SUBSEQUENT REVIEW ON THIS APPRAISAL MUST UTILIZE THE SOURCES NOTED OTHERWISE THEY COULD BE RELYING ON DATA THAT HAS ALREADY BEEN DETERMINED BY THIS APPRAISER NOT TO BE RELIABLE OR IN CONFORMANCE WITH THE VALUE OPINION REQUIRED OF THIS ASSIGNMENT. CONSULT THE LIMITING CONDITIONS FOR THE DEFINITION OF VALUE AND WHAT WAS REQUIRED OF THE COMPARABLES FOR FORMING AN OPINION OF VALUE.
ALL COMPS INSPECTED FROM STREET. PHOTOS MAY BE FROM APPRAISERS FILES OR MLS, AND ACCURATELY REFLECT THE COMPARABLES AT TIME OF SALE.

Conditions of Appraisal
THIS REPORT IS SUBJECT TO THE ATTACHED ASSUMPTIONS AND LIMITING CONDITIONS. APPRAISAL SUBJECT TO FINDINGS FROM AN INTERIOR INSPECTION AND/OR INSPECTION/FINDINGS FROM LICENSED CONTRACTOR AND COST ESTIMATES TO CURE SUBJECT DEFERRED MAINTENANCE AND WITH THE EXTRAORDINARY ASSUMPTION THAT THE INTERIOR OF THE SUBJECT PROPERTY IS NOT SO SEVERE AND/OR CONSIDERED A TOTAL LOSS WITH NO SALVAGEABLE ASPECTS, RESULTING IN THE NEED TO DEMOLISH ENTIRE STRUCTURE. IF A HYPOTHETICAL CONDITION AND/OR AN EXTRAORDINARY ASSUMPTION WAS USED IN THIS REPORT, ITS USE MIGHT HAVE EFFECTED THE ASSIGNMENT RESULTS.

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.

4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.

5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.

6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.

7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.

8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.

11. The ACI General Purpose Appraisal Report (GPAR™) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

12. This appraisal is not for the purpose of, or to be used in a federally related transaction.

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Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's 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.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

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.

Definition of Value: ☐ Market Value ☐ Other Value: _____

Source of Definition: _____

See Attached Addendum.

ADDRESS OF THE PROPERTY APPRAISED:
123 DIEGO CIRCLE
PENSACOLA, FL 32505

EFFECTIVE DATE OF THE APPRAISAL: January 30, 2019

APPRAISED VALUE OF THE SUBJECT PROPERTY $ 8,000

APPRAISER

Signature: Victor Harrison

Name: VICTOR HARRISON/CERT RES RD7470
Company Name: GULF COAST APPRAISALS
Company Address: 1301 WILSON AVENUE
PENSACOLA, FL. 32507
Telephone Number: (850) 457-3552
Email Address: GULFCAPPRAISALS@AOL.COM
State Certification # CERT RES RD7470
or License # _____
or Other (describe): RD7470 State #: FL
State: _____
Expiration Date of Certification or License: 11/30/2020
Date of Signature and Report: 02/18/2018
Date of Property Viewing: JANUARY 30, 2019
Degree of property viewing:
☐ Interior and Exterior ☒ Exterior Only ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____
Name: _____
Company Name: _____
Company Address: _____
Telephone Number: _____
Email Address: _____
State Certification # _____
or License # _____
State: _____
Expiration Date of Certification or License: _____
Date of Signature: _____
Date of Property Viewing: _____
Degree of property viewing:
☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

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ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No.: V190011	
Property Address: 123 DIEGO CIRCLE	Case No.:	
City: PENSACOLA	State: FL	Zip: 32505

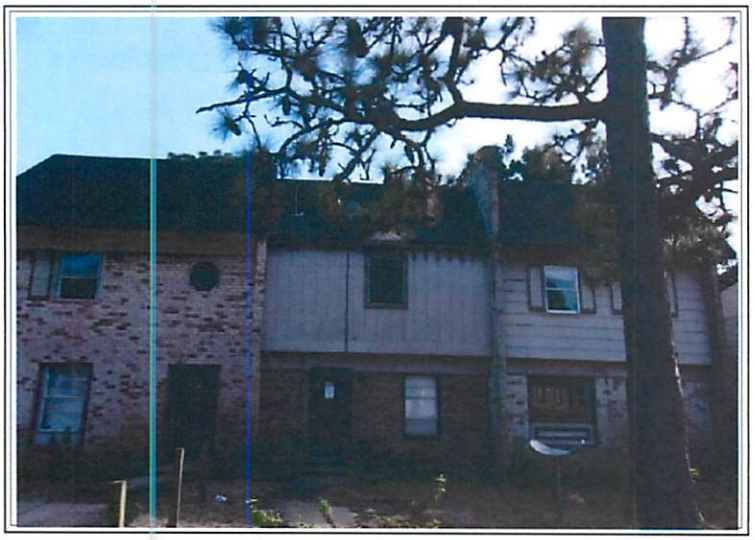
Definition of Value
Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal but not for a federally related mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

SCOPE OF WORK: THE APPRAISAL ASSIGNMENT HAS BEEN IDENTIFIED BY THE CLIENT AS THE APPRAISERS OPINION OF CURRENT MARKET VALUE OF THE ADDRESS IDENTIFIED HEREIN, AND THE REQUIREMENTS OF THIS APPRAISAL REPORT FORM, INCLUDING THE DEFINITION OF MARKET VALUE AS STATED IN THE LIMITED CONDITIONS, THE STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS, AND CERTIFICATIONS. FOR PURPOSES OF THIS APPRAISAL REPORT, THE STATEMENT THAT "THE APPRAISER MUST, AT A MINIMUM: (1) PERFORM A COMPLETE VISUAL INSPECTION OF THE INTERIOR AND EXTERIOR AREAS OF THE SUBJECT PROPERTY," IT SHALL BE NOTED THAT THIS INSPECTION CONSISTED OF VISUALLY OBSERVING THOSE AREAS THAT WERE READILY AND EASILY ACCESSIBLE TO THE LAYMANS EYE. ATTIC'S AND CRAWL SPACES WERE NOT OBSERVED, ROOFS WERE NOT CLIMBED, BUT WERE VISUALLY OBSERVED FROM THE GROUND. INTERIOR WALLS WERE NOT ACCESSED, AND STRUCTURAL ASSESSMENTS WERE NOT MADE UNLESS SO STATED. THE APPRAISER IS NOT A QUALIFIED HOME INSPECTOR AND ONLY THOSE ADVERSE CONDITIONS THAT WERE READILY AND VISUALLY OBSERVABLE WERE REPORTED, IF ANY. "(2) INSPECT THE NEIGHBORHOOD" SUGGESTS AND INDICATES THAT THE APPRAISER DROVE THE NEIGHBORHOOD, VISUALLY OBSERVING FROM THE STREET, THE CONDITION AND APPEAL OF EXISTING DWELLINGS AND VACANT LOTS. "(3) INSPECT EACH OF THE COMPARABLE SALES FROM AT LEAST THE STREET," SUGGESTS AND INDICATES A VISUAL OBSERVATION FROM AN AUTOMOBILE STOPPED IN FRONT OF THE COMPARABLE PROPERTY, AND WHAT CAN BE DETERMINED BY SUCH AN INSPECTION. "(4) RESEARCH, VERIFY AND ANALYZE DATA FROM RELIABLE PUBLIC AND/OR PRIVATE SOURCES." THIS STATEMENT SHALL MEAN THAT THE APPRAISER GATHERED INFORMATION FROM THE PROPERTY APPRAISERS OFFICE VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, (OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED), AND/OR THE PENSACOLA ASSOCIATION OF REALTORS MULTIPLE LISTING SERVICE, VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, OR OTHER SOURCES SUCH AS METRO MARKET TRENDS, ETC, AT AN ABSOLUTE MINIMUM. OTHER SOURCES ARE IDENTIFIED AS USED. THESE FINDINGS, ANALYSIS, OPINIONS AND CONCLUSIONS ARE THEN REPORTED IN AN APPRAISAL FORMAT ON THE APPROPRIATE FORM.

SUBJECT PROPERTY PHOTO ADDENDUM

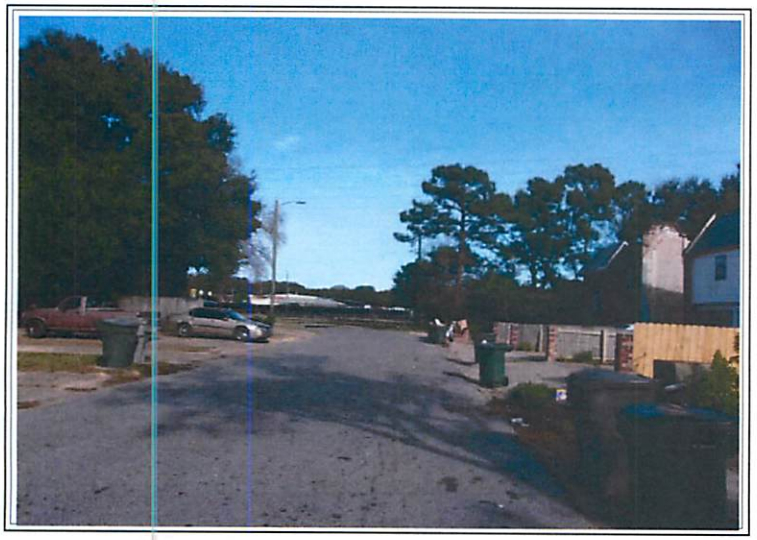
Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190011
Property Address: 123 DIEGO CIRCLE		Case No.:
City: PENSACOLA	State: FL	Zip: 32505



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: January 30, 2019
Appraised Value: $ 8,000

REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉Account ○Reference

Printer Friendly Version

General Information

Reference:	092S300550000049
Account:	052200198
Owners:	5T WEALTH PARTNERS LP
Mail:	DEPARTMENT 6200 PO BOX 830539 BIRMINGHAM, AL 35283
Situs:	123 DIEGO CIR 32505
Use Code:	SINGLE FAMILY - TOWNHOME
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$2,000	$8,240	$10,240	$10,240
2017	$2,000	$8,000	$10,000	$10,000
2016	$2,000	$7,386	$9,386	$9,386

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/11/2017	7659	828	$2,700	TD	View Instr
06/1997	4141	1137	$75,000	WD	View Instr
05/1994	3589	413	$12,000	WD	View Instr
02/1994	3515	775	$14,600	WD	View Instr
06/1988	2577	566	$1,200	WD	View Instr

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

2018 Certified Roll Exemptions
None

Legal Description
LT 49 VALENCIA ARMS PB 7 P 99 OR 7659 P 828

Extra Features
None

Parcel Information

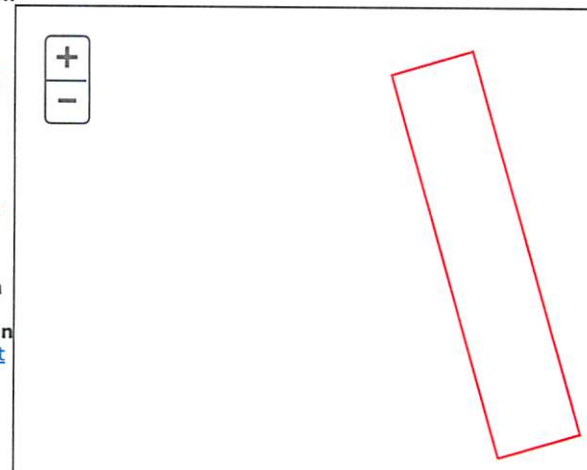
Launch Interactive Map

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.0384

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

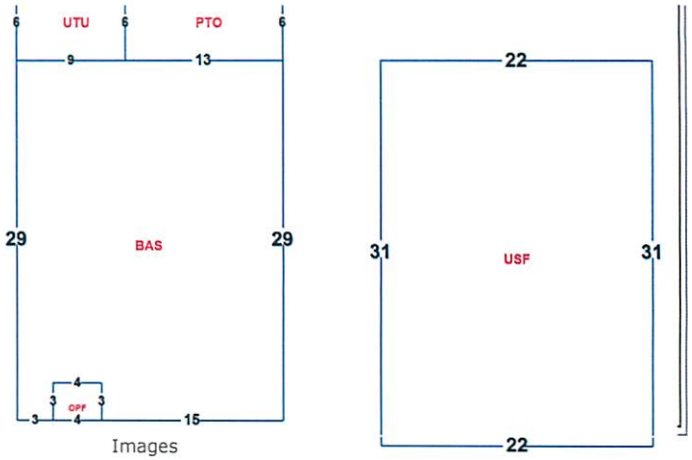
Address:123 DIEGO CIR, Year Built: 1972, Effective Year: 1972

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*SIDING-SHT.AVG.*

FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*5*
NO. STORIES-*2*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*IRR. ROOF DESGN*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1452 Total SF
BASE AREA - *626*
OPEN PORCH FIN - *12*
PATIO - *78*
UPPER STORY FIN - *682*
UTILITY UNF - *54*



Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:02/07/2019 (tc.3389)

BOUNDARY SURVEY

EXHIBIT "A"

Legal Description (Per Official Record Book 4141, Page 1137).
Prepared at the request of the Community Redevelopment Agency
June 29, 2018

Lots 28, 29, 41, 48, 49, and 50, Valencia Arms, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, in Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 7 at Page 99 of the public records of said County.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon are based on the following:
   a. Projection Zone: Florida North (State Plane)
   b. Projection Type: Lambert Conformal Conic
   c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
   d. North as shown hereon is referenced to Florida Department of Transportation (FDOT) Horizontal Control Network.
3) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor however a title search been provided. Therefore, the survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
4) Lands shown hereon were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
5) This survey does not reflect, determine, or guarantee ownership.
6) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
7) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
8) The horizontal positions shown hereon were derived from the utilization of a Leica 1200 Real Time Kinematic (RTK) Global Positioning System (GPS) dual frequency receiver in RTK Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN).
9) The field survey was performed between April 11, 2018 through April 16, 2018 and recorded in Field Book 538, Pages 11-17.
10) Right of way and parcel lines are based on the Escambia County Property Appraiser's maps. They are "For Illustrative Purposes Only".
11) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
12) Documents used in the preparation of this Boundary survey: Escambia County Property Appraiser's Maps; existing field monumentation, and the Following Legal Description recorded in the Public Records of Escambia County, Florida: O.R. Book 4141, Page 1137; Plat Book 7, Page 99 of the public records of Escambia County, Florida.
13) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
14) The description and boundary survey are not full and complete without the other.
15) Boundary lines as shown were determined by a boundary survey performed by Escambia County.
16) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

Drawn By: MK	Project No.: 20180062-63	
Survey Date: 04/16/2018	Drawing No. L-6030	
Drawing Date: 06/29/2018	Field Book: 538 Page:11-17	
Section, Township, Range:	09, T-2-S, R-30-W	
Type of Survey: BOUNDARY	Sheet No. 1 of 2	
Revisions:	Date:	

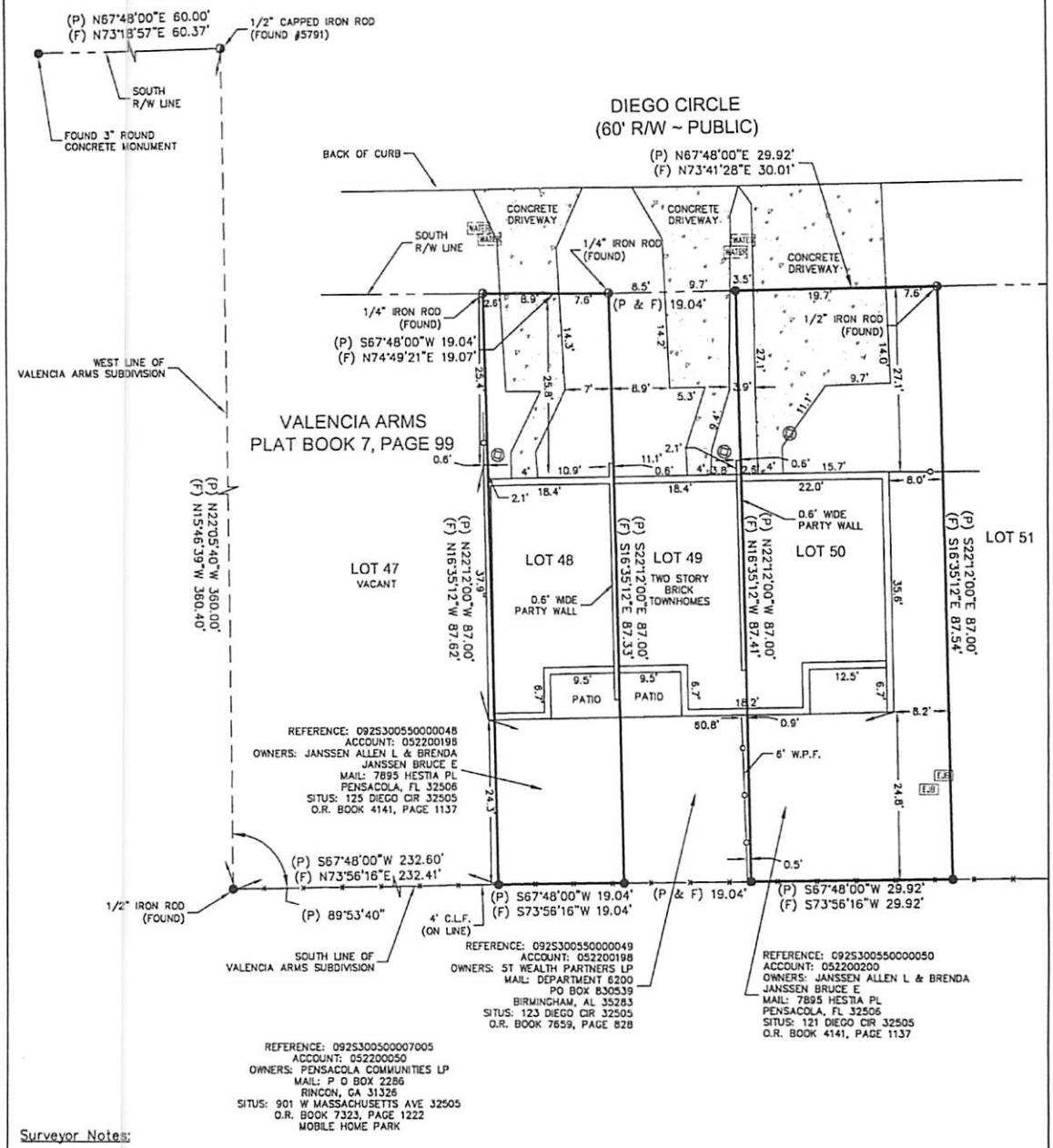
ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida — Date: July 3, 2018

I hereby certify that the Boundary Survey shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

BOUNDARY SURVEY

EXHIBIT "A"



Surveyor Notes:

1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
2) The boundary survey and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3) The description and sketch are not full and complete without the other.
4) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
5) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGEND:

(F) – FIELD
(P) – PLAT
O.R. BOOK – OFFICIAL RECORD BOOK
R/W – RIGHT-OF-WAY
N.R. – NON-RADIAL
C.L.F. – CHAIN LINK FENCE
W.P.F. – WOOD PRIVACY FENCE
– TELEPHONE PEDESTAL
– WATER METER
– WATER VALVE
– FIRE HYDRANT
– CABLE PEDESTAL
– TELEPHONE JUNCTION BOX
– LIGHT POLE
– ELECTRIC JUNCTION BOX
– R/W LINE
– PROPERTY LINE
– BOUNDARY LINE
– NOT TO SCALE
– 1/2" CAPPED IRON ROD (SET – ESCAMBIA COUNTY)
– CONCRETE

0' 20' 40' 60'

GRAPHIC SCALE: 1" = 20

N W E S

Drawn By: MK	Project No.: 20180062-63	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 04/16/2018	Drawing No. L-6030	
Drawing Date: 06/29/2018	Field Book: 538 Page: 11-17	
Section, Township, Range: 09, T-2-S, R-30-W		
Type of Survey: BOUNDARY	Sheet No. 2 of 2	
Revisions:	Date:	

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

Transaction Identification Data for reference only:

Issuing Agent: First International Title, Inc.
Downtown
Loan ID Number:
Commitment Number: 117683-59
Property Address: 123 Diego Circle, Pensacola, FL 32505
Revision Number:
Date Issued: **October 26, 2018**

Issuing Office: First International Title - Pensacola Branch

ALTA Universal ID: 1139024
Issuing Office File Number: 117683-59

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
Westcor Land Title Insurance Company
Schedule A

1. Effective Date: **October 19, 2018, 8:00 am**

2. The policy or policies to be issued are — POLICY AMOUNT

   (a) ALTA Owner's Policy - (Amended 6-17-2006)(with Florida modifications) — **$1.00**

   Proposed Insured: **Escambia County, Florida**

   (b) ALTA Loan Policy - (Amended 6-17-2006)(with Florida modifications)

   Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

   Fee Simple

4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in:
   5T Wealth Partners LP

5. Legal description of the land:

   Lot 49, Valencia Arms, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida, according to the Plat of said subdivision recorded in Plat Book 7, at Page 99, of the Public Records of said County.

Countersigned
First International Title, Inc.

By:_
Jim.Leffler

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B - SECTION I

Commitment No.: **117683-59**

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

   a. **Title to captioned property was conveyed by Tax Deed filed in Official Records Book 7659, Page 828. The Company hereby requires the following:**

   A) A Quiet Title Action pursuant to FS 65.081, joining the taxpayer that lost title, all lienholders and any other parties having an interest in the property, which results in a non-appealable Final Order Quieting Title to the property and vesting the title to the property in 5T Wealth Partners LP. OR

   B) Obtain and record a Deed from Allen L. Janssen and Brenda Janssen, husband and wife, and Bruce E. Janssen to 5T Wealth Partners LP conveying the land. (Note: All other adversarial matters must also be released of record including but not limited to any open mortgages, judgments, liens, etc. which occurred prior to the issuance of the Tax Deed whether they were included or not included in Tax Deed proceedings). OR

   C) If the tax deed is at least four(4) years old and a thorough examination of the tax deed proceedings reveal all statutory and procedural requirements have been met, the following Affidavits must be obtained and filed prior to the filing of the proposed insured documents:

   Affidavit stating that the parties that lost the property, or anyone claiming by, through or under them, has not been in actual possession of said property within one year, or more, following the issuance of the tax deed.

   Affidavit stating that the grantee on the Tax Deed, and/or anyone claiming by, through or under them, has been in continuous adverse possession of the property for a minimum of four consecutive years, following the issuance of the Tax Deed

   b. **Warranty Deed from 5T Wealth Partners LP to Escambia County conveying the land, together with the following: (1) Proof of registration of the limited partnership. (2) Affidavit is required to establish the authority and identity of the partners executing the documents to be insured. (3) Satisfactory evidence that any corporate or limited partnership acting as general partner(s) is in good standing.**

5. **Release of Claim of Lien in favor of Fire Protection Municipal Service Benefit Unit (MSBU), and against Allen L. Janssen and Brenda Janssen, recorded in Book 4315, Page 452.**

6. **Release of Claim of Lien in favor of Fire Protection Municipal Service Benefit Unit (MSBU), and against Allen L. Janssen and Brenda Janssen, recorded in Book 4445, Page 1069.**

7. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen Janssen, recorded in Book 6168, Page 216, and Certified in Book 6168, Page 360.**

8. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1874, and Certified in Book 7703, Page 142 (Cross-Attaching).**

9. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1879, and Certified in Book 7703, Page 147 (Cross-Attaching).**

10. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1899, and Certified in Book 7703, Page 167 (Cross-Attaching).**

11. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7707, Page 1 (Cross-Attaching).**

12. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7706, Page 1990 (Cross-Attaching).**

13. **Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.**

14. **Perform an Office of Foreign Asset Control (OFAC) search (formerly known as a Patriot Act search) on all seller(s) and/or buyer(s), and follow proper procedures if any party's name appears on OFAC's Specially Designated Nationals (SDN) list.**

15. **Note: 2017 taxes show UNPAID in the gross amount of $268.60 for Tax Identification No. 092S30-0550-000-049. Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s)**

16. **Note: 2018 taxes show UNPAID in the gross amount of $268.89 for Tax ID No. 092S30-0550-000-049.**

17. **Redemption of Tax Certificate No. 2255 for unpaid taxes for the year 2017.**

18. **Proof of payment of taxes and assessments for the years 2017 and 2018.**

19. **NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: 1. Warranty Deed recorded June 18, 1997 in Book 4141, Page 1137. 2. Tax Deed recorded January 30, 2017 in Book 7659, Page 828.**

Item A of Schedule B - Section II is hereby deleted. However, immediately prior to the disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B - SECTION II

Commitment No.: **117683-59**

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.
8. **Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of VALENCIA ARMS, a subdivision of a portion of Section 9, Township 2 South, Range 30 West as recorded in Plat Book 7, Page(s) 99, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).**
9. **Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Book 517, Page 431 and amended in Book 554, Page 783, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).**
10. **Gulf Power Company Easement as recorded in Book 591, Page 306.**
11. **Gulf Power Company Easement as recorded in Deed Book 277, Page 355.**
12. **Gulf Power Company Easement as recorded in Book 411, Page 983.**
13. **Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.**

14. **Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.**

Note: All the recording information contained herein refers to the Public Records of Escambia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Records Books of said county, unless indicated to the contrary.

Recorded in Public Records 8/21/2018 10:08 AM OR Book 7953 Page 145,
Instrument #2018066148, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No: CE# 16-12-03396
Location: 123 Diego Cir
PR# 092S300550000049

Janssen Allen L & Brenda, Janssen Bruce E
7895 Hestia Pl
Pensacola, FL 32506

ORDER OF DISMISSAL

THIS CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate, has been requested to dismiss this matter because the Special Magistrate order was filed in error.

THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby

ORDERED that the above styled case is dismissed.

DONE AND ORDERED at Escambia County, Florida on this the 17th day of August, 2018.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

Judgment Recorded in Book 7702 Page 1894
And Re Recorded in Book 7703 Page 162
has been Removed the title Commitment

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2017 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
05-2200-198	06		092S300550000049

PROPERTY ADDRESS: 123 DIEGO CIR

EXEMPTIONS:

5T WEALTH PARTNERS LP
DEPARTMENT 6200
PO BOX 830539
BIRMINGHAM, AL 35283

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	10,000	0	10,000	66.17
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	10,000	0	10,000	22.48
BY STATE LAW	4.3830	10,000	0	10,000	43.83
WATER MANAGEMENT	0.0353	10,000	0	10,000	0.35
SHERIFF	0.6850	10,000	0	10,000	6.85
M.S.T.U. LIBRARY	0.3590	10,000	0	10,000	3.59

TOTAL MILLAGE 14.3268

AD VALOREM TAXES $143.27

LEGAL DESCRIPTION

LT 49 VALENCIA ARMS PB 7 P 99 OR 7659 P 828

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		125.33

NON-AD VALOREM ASSESSMENTS $125.33

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $268.60

Face: 324.72 Rate: 9.75%	Cert #2255 Bidder #12212753	If Received By Please Pay	Nov 30, 2018 $347.21	Dec 31, 2018 $349.44	Jan 31, 2019 $352.08

RETAIN FOR YOUR RECORDS

2017 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
05-2200-198
PROPERTY ADDRESS
123 DIEGO CIR

5T WEALTH PARTNERS LP
DEPARTMENT 6200
PO BOX 830539
BIRMINGHAM, AL 35283

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Nov 30, 2018 347.21
AMOUNT IF PAID BY	Dec 31, 2018 349.44
AMOUNT IF PAID BY	Jan 31, 2019 352.08
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Scott Lunsford, CFC · Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2018 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
05-2200-198	06		0925300550000049

5T WEALTH PARTNERS LP
DEPARTMENT 6200
PO BOX 830539
BIRMINGHAM, AL 35283

PROPERTY ADDRESS:
123 DIEGO CIR

EXEMPTIONS:

PRIOR YEAR(S) TAXES OUTSTANDING

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	10,240	0	10,240	67.75
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	10,240	0	10,240	21.76
BY STATE LAW	4.2000	10,240	0	10,240	43.01
WATER MANAGEMENT	0.0338	10,240	0	10,240	0.35
SHERIFF	0.6850	10,240	0	10,240	7.01
M.S.T.U. LIBRARY	0.3590	10,240	0	10,240	3.68

TOTAL MILLAGE 14.0193

AD VALOREM TAXES $143.56

LEGAL DESCRIPTION

LT 49 VALENCIA ARMS PB 7 P 99 OR 7659 P 828

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		125.33

NON-AD VALOREM ASSESSMENTS $125.33

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $268.89

If Paid By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	$258.13	$260.82	$263.51	$266.20	$268.89

RETAIN FOR YOUR RECORDS

2018 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
05-2200-198
PROPERTY ADDRESS
123 DIEGO CIR

5T WEALTH PARTNERS LP
DEPARTMENT 6200
PO BOX 830539
BIRMINGHAM, AL 35283

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

PRIOR YEAR(S) TAXES OUTSTANDING

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Nov 30, 2018 258.13
AMOUNT IF PAID BY	Dec 31, 2018 260.82
AMOUNT IF PAID BY	Jan 31, 2019 263.51
AMOUNT IF PAID BY	Feb 28, 2019 266.20
AMOUNT IF PAID BY	Mar 31, 2019 268.89

DO NOT FOLD, STAPLE, OR MUTILATE

1 052200198 2018 0

Clara F Long (CRA)

From: Clara F Long (CRA)
Sent: Friday, October 19, 2018 3:26 PM
To: tmatesic@aol.com
Subject: Re: REQUESTED INFORMATION ON 123 DIEGO CIR

I would reach out to the Title Company to confirm what is needed to sell to the County

Sent from my iPhone

On Oct 19, 2018, at 3:13 PM, "tmatesic@aol.com" <tmatesic@aol.com> wrote:

If a quiet title action is needed we will need to revise our counter offer.The cost would be in the area of $2,700.00 and take over 30 days.

THOMAS M MATESIC
Reo Specialist
KTLC, LLC
772 713-5046

In a message dated 10/19/2018 4:08:43 PM Eastern Standard Time, cflong@myescambia.com writes:

The Title documents also states a Quiet Title Action is required or Obtain and record a Deed from the previous seller – Janssen.

From: tmatesic@aol.com [mailto:tmatesic@aol.com]
Sent: Friday, October 19, 2018 2:45 PM
To: Clara F Long (CRA) <cflong@myescambia.com>
Subject: Re: REQUESTED INFORMATION ON 123 DIEGO CIR

Clara, I have attached the document I think your seeking. If this isn't what you need please tell me and I'll get it for you.

THOMAS M MATESIC

Reo Specialist

KTLC, LLC

772 713-5046

Recorded in Public Records 8/21/2018 10:08 AM OR Book 7953 Page 145,
Instrument #2018066148, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No: CE# 16-12-03396
Location: 123 Diego Cir
PR# 092S300550000049

Janssen Allen L & Brenda, Janssen Bruce E
7895 Hestia Pl
Pensacola, FL 32506

ORDER OF DISMISSAL

THIS CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate, has been requested to dismiss this matter because the Special Magistrate order was filed in error.

THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby

ORDERED that the above styled case is dismissed.

DONE AND ORDERED at Escambia County, Florida on this the 17 day of August, 2018.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 4/28/2017 10:11 AM OR Book 7703 Page 162, Instrument #2017031276, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 4/27/2017 4:41 PM OR Book 7702 Page 1894, Instrument #2017031210, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#16-12-03396
LOCATION: 123 Diego Cir
PR#092S300550000049

Janssen Allen L & Brenda, Janssen Bruce E
7895 Hestia Pl
Pensacola, FL 32506
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, Brenda Janssen, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☐ 42-196 (d) Overgrowth

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Thursday, October 18, 2018. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

201203200006 5T WEALTH PARTNERS, LP

Registration Date:	01/17/2012
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC
Status:	ACTIVE
Agent for Service of Process:	PAUL KRSEK 702 TRANCAS ST STE 200 NAPA CA 94558
Entity Address:	702 TRANCAS ST STE 200 NAPA CA 94558
Entity Mailing Address:	*

Document Type	File Date	PDF
REGISTRATION	01/17/2012	

* Indicates the information is not contained in the California Secretary of State's database.

Note: If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to **Name Availability**.
- If the image is not available online, for information on ordering a copy refer to **Information Requests**.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Modify Search | New Search | Back to Search Results

In a message dated 10/19/2018 2:45:46 PM Eastern Standard Time, cflong@myescambia.com writes:

Tom,

Could you provide us a copy of your Division of Corporations documents? Thanks Clara.

From: tmatesic@aol.com [mailto:tmatesic@aol.com]
Sent: Thursday, October 18, 2018 9:19 AM
To: Clara F Long (CRA) <cflong@myescambia.com>
Subject: REQUESTED INFORMATION ON 123 DIEGO CIR

Hi Clara,

I have attached the deed for the 123 Diego Cir. property we are in the process of selling to Escambia County per your request. Also the 5T Wealth Partners LP EIN number is 45-4775618.

Any other information will be provided on request.

All the Best

THOMAS M MATESIC

Reo Specialist

KTLC, LLC

772 713-5046

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B - SECTION I

Commitment No.: 117683-59

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

   a. **Title to captioned property was conveyed by Tax Deed filed in Official Records Book 7659, Page 828. The Company hereby requires the following:**

   A) A Quiet Title Action pursuant to FS 65.081, joining the taxpayer that lost title, all lienholders and any other parties having an interest in the property, which results in a non-appealable Final Order Quieting Title to the property and vesting the title to the property in 5T Wealth Partners LP. OR

   B) Obtain and record a Deed from Allen L. Janssen and Brenda Janssen, husband and wife, and Bruce E. Janssen to 5T Wealth Partners LP conveying the land. (Note: All other adversarial matters must also be released of record including but not limited to any open mortgages, judgments, liens, etc. which occurred prior to the issuance of the Tax Deed whether they were included or not included in Tax Deed proceedings). OR

   C) If the tax deed is at least four(4) years old and a thorough examination of the tax deed proceedings reveal all statutory and procedural requirements have been met, the following Affidavits must be obtained and filed prior to the filing of the proposed insured documents:

   Affidavit stating that the parties that lost the property, or anyone claiming by, through or under them, has not been in actual possession of said property within one year, or more, following the issuance of the tax deed.

   Affidavit stating that the grantee on the Tax Deed, and/or anyone claiming by, through or under them, has been in continuous adverse possession of the property for a minimum of four consecutive years, following the issuance of the Tax Deed

   b. **Warranty Deed from 5T Wealth Partners LP to Escambia County conveying the land, together with the following: (1) Proof of registration of the limited partnership. (2) Affidavit is required to establish the authority and identity of the partners executing the documents to be insured. (3) Satisfactory evidence that any corporate or limited partnership acting as general partner(s) is in good standing.**

5. **Release of Claim of Lien in favor of Fire Protection Municipal Service Benefit Unit (MSBU), and against Allen L. Janssen and Brenda Janssen, recorded in Book 4315, Page 452.**

6. **Release of Claim of Lien in favor of Fire Protection Municipal Service Benefit Unit (MSBU), and against Allen L. Janssen and Brenda Janssen, recorded in Book 4445, Page 1069.**

7. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen Janssen, recorded in Book 6168, Page 216, and Certified in Book 6168, Page 360.**

8. Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1874, and Certified in Book 7703, Page 142 (Cross-Attaching).

9. Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1879, and Certified in Book 7703, Page 147 (Cross-Attaching).

10. Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1894, and Certified in Book 7703, Page 162.

11. Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1899, and Certified in Book 7703, Page 167 (Cross-Attaching).

12. Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7707, Page 1 (Cross-Attaching).

13. Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7706, Page 1990 (Cross-Attaching).

14. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.

15. Perform an Office of Foreign Asset Control (OFAC) search (formerly known as a Patriot Act search) on all seller(s) and/or buyer(s), and follow proper procedures if any party's name appears on OFAC's Specially Designated Nationals (SDN) list.

16. Note: 2017 taxes show UNPAID in the gross amount of $268.60 for Tax Identification No. 092S30-0550-000-049. Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s)

17. Proof of payment of taxes and assessments for the year 2017.

18. NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: 1. Warranty Deed recorded June 18, 1997 in Book 4141, Page 1137. 2. Tax Deed recorded January 30, 2017 in Book 7659, Page 828.

Item A of Schedule B - Section II is hereby deleted. However, immediately prior to the disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

LP-1

File # 201203200006

State of California
Secretary of State

Certificate of Limited Partnership

FILED
In the Office of the Secretary of State
of the State of California
JAN 17 2012

This Space For Filing Use Only

A $70.00 filing fee must accompany this form.

Important – Read instructions before completing this form.

Entity Name (End the name with the words "Limited Partnership" or the abbreviation "LP" or "L.P.")

1. NAME OF LIMITED PARTNERSHIP

5T Wealth Partners, LP

Initial Designated Office Address (Do not abbreviate the name of the city.)

2. ADDRESS OF INITIAL DESIGNATED OFFICE IN CALIFORNIA	CITY	STATE	ZIP CODE
702 Trancas Street, Suite 200	Napa	CA	94558

Initial Agent For Service of Process (If the initial agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the initial agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Paul Krsek

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CA	CITY	STATE	ZIP CODE
702 Trancas Street, Suite 200	Napa	CA	94558

General Partners (Enter the names and addresses of all the general partners. Attach additional pages, if necessary.)

5a. NAME	ADDRESS	CITY	STATE	ZIP CODE
5T Wealth Management, LLC	702 Trancas St., Suite 200	Napa	CA	94558
5b. NAME	ADDRESS	CITY	STATE	ZIP CODE

Additional Information

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

Execution (This certificate must be signed by all of the general partners. If additional signature space is necessary, the signatures may be made on an attachment to this certificate.)

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

January 17, 2012
DATE

Jack G. Martel, attorney-in-fact for Paul Krsek, manager of 5T Wealth Management, LLC, the general partner
TYPE OR PRINT NAME OF GENERAL PARTNER

SIGNATURE OF GENERAL PARTNER

TYPE OR PRINT NAME OF GENERAL PARTNER

SIGNATURE OF GENERAL PARTNER

EXHIBIT "A"

RESOLUTION ADOPTED
BY WRITTEN CONSENT OF
5TQ CAPITAL LP

The undersigned, constituting all of the members of the Partners of 5TQ Capital LP (the "**Partnership**"), waiving all requirements of notice, consent to the actions specified below and adopt the following resolutions by written consent, without a meeting:

WHEREAS, the Partnership has obtained the services of Kite Tax Lien Capital, LLC, a Florida limited liability company ("**KTL**"), for the purpose of pursuing the purchase and sale of tax certificates and tax deeds as those terms are described in Chapter 197, F.S., (collectively, "**Tax Transactions**"), as more fully set forth in Sub-Advisory Agreement dated May 1, 2016 (the "**Sub-Advisory Agreement**")

WHEREAS, concurrently herewith the Partnership is entering into that certain Addendum to the Sub-Advisory Agreement (the "**Addendum**") (the Addendum and Sub-Advisory Agreement is hereby referred to as the "**Agreement**")

WHEREAS, pursuant to the Agreement, the Partnership deems it necessary and desirable to authorize the officers of KTL to enter into, execute and deliver certain documents related to Tax Transactions

NOW, THEREFORE, BE IT RESOLVED:

1. That Agreement is hereby ratified and affirmed.

2. That the Partnership deems it to be advisable for, expedient and in the best interest of, the Partnership and partners to authorize the executive officers of KTL, including but not limited to those set forth below, each as an "**Authorized Signatory**" of the Partnership, and as a power of attorney for the limited purposes of negotiating, executing, delivering and binding the Partnership with respect to Tax Transactions that the Authorized Signatory deem advisable, in their sole discretion, on behalf of the Partnership; provided, however, that no single transaction shall exceed $30,000.00 (exclusive of closing costs and other similar fees incurred in the ordinary course of business).

Kelly P. Kite
Joseph P. Schlitt

3. That each Authorized Signatory be and is hereby authorized, empowered and directed by and on behalf of the Partnership to execute and deliver, in the name and on behalf of the Partnership, any purchase or sale agreement, transfer agreement, grant, deed, affidavit, certificate, closing statement or other instrument deemed reasonably necessary by the Authorized Signatory to consummate a Tax Transaction (collectively, the "**Closing Documents**"), with such execution or delivery to be conclusively binding on the Partnership, and to perform all acts, execute all papers and documents, and to do all other things and take all actions as they may deem necessary or appropriate, in the Authorized Signatory's discretion, to effect such transaction or the implementation of any of the resolutions contained herein; and (I) each Authorized Signatory be and hereby is authorized to take such further actions and to do and perform all such other acts and things as reasonably necessary or appropriate in furtherance of the accomplishment of the purposes and intent of the foregoing resolutions without any need for further consent from the Partnership, its partners or officers, including but not limited to recording this resolution in any place an Authorized Signatory deems necessary or desirable; and (II) that any and all action heretofore taken by an Authorized Signatory with respect to the subject matter of these resolutions are hereby ratified, confirmed and approved in all respects as the act and deed of the Partnership.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned General Partner of the Partnership has duly executed this Written Consent and adopted these resolutions as of the date set forth above.

GENERAL PARTNER:

5T WEALTH, LLC,
a California limited liability company

By: _____
Name: Paul Kreek
Title: CEO

Sign: _____
Print: Lien Sung

Sign _____
Print: Robin Mutsaers

STATE OF California
COUNTY OF Napa

The foregoing was sworn, ascribed to and acknowledged before me this 4th day of March, 2018, by Paul Kreek as CEO of **5T WEALTH, LLC**, a California limited liability company, on behalf of said company.

P.K.

Inst:201826005197 Date:5/16/2018 Time:11:11 AM
DC,Barbara S. Butler,Hendry County Page 4 of 4 B:938 P:585

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Napa)

On 3/16/18 (Date) before me, Jessica J Sartain, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Paul Krsek (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JESSICA J. SARTAIN
COMM. #2205064
Notary Public - California
Napa County
My Comm. Expires July 14, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16124 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/16/2019
Issue: Acquisition of Property Located on Old Chemstrand Road
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located on Old Chemstrand Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.67 acres), located in the 1600 Block of Old Chemstrand Road, from Hussein and Anne Sharaway:

A. Approve, by super-majority vote, or deny the purchase of a parcel of real property located in the 1600 Block of Old Chemstrand Road from Hussein and Anne Sharaway for $25,000; and

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property located in the 1600 Block of Old Chemstrand Road, and bring the Contract to the Board for final approval and execution.

[Funding source: District 5 Discretionary Fund]

This property is located in Commission District 5.

BACKGROUND:

Meeting in regular session on February 21, 2019, and on April 4, 2019, the Board authorized staff to obtain an appraisal for this parcel and then to make an offer to purchase based on the appraisal ($13,400.) As directed during the regularly-scheduled meeting on April 4, 2019, the counter-offer is being brought back before the Board before staff proceeds with the remaining due diligence items and moves toward to a Contract for Sale and Purchase. Mr. and Mrs. Sharaway are willing to sell their property, located in the 1600 Block of Old

Chemstrand Road, for the net purchase price of $23,000.

BUDGETARY IMPACT:

Funding will come from District 5 Discretionary Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be reviewed and approved by the County Attorney's Office.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Counter Offer
Aerial Map
BCC 2-21-19
BCC 4-4-19

If you agree to the terms listed above, please sign below and return the letter to this office or if you would like to discuss this further, please mark the appropriate box below.

Thank you for your time and help in this project. If you have any questions, please call (850) 595-2415, which is my direct office line.

Sincerely,

Stacey W. Coker
Real Estate Acquisition Manager
Real Estate Division

ACCEPTANCE

I have read the foregoing and would be willing to:

☐ a) Sell the property, located in the 1600 Block of Old Chemstrand Road, for the appraised value of $13,400.00 depicted in Exhibit "A"; or

☒ b) Discuss the terms and conditions associated with this acquisition further with County Staff. I/We can be reached, via phone, at ~~(850)~~ (407) 556-3384

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

By: Mrs. Anne Sharaway

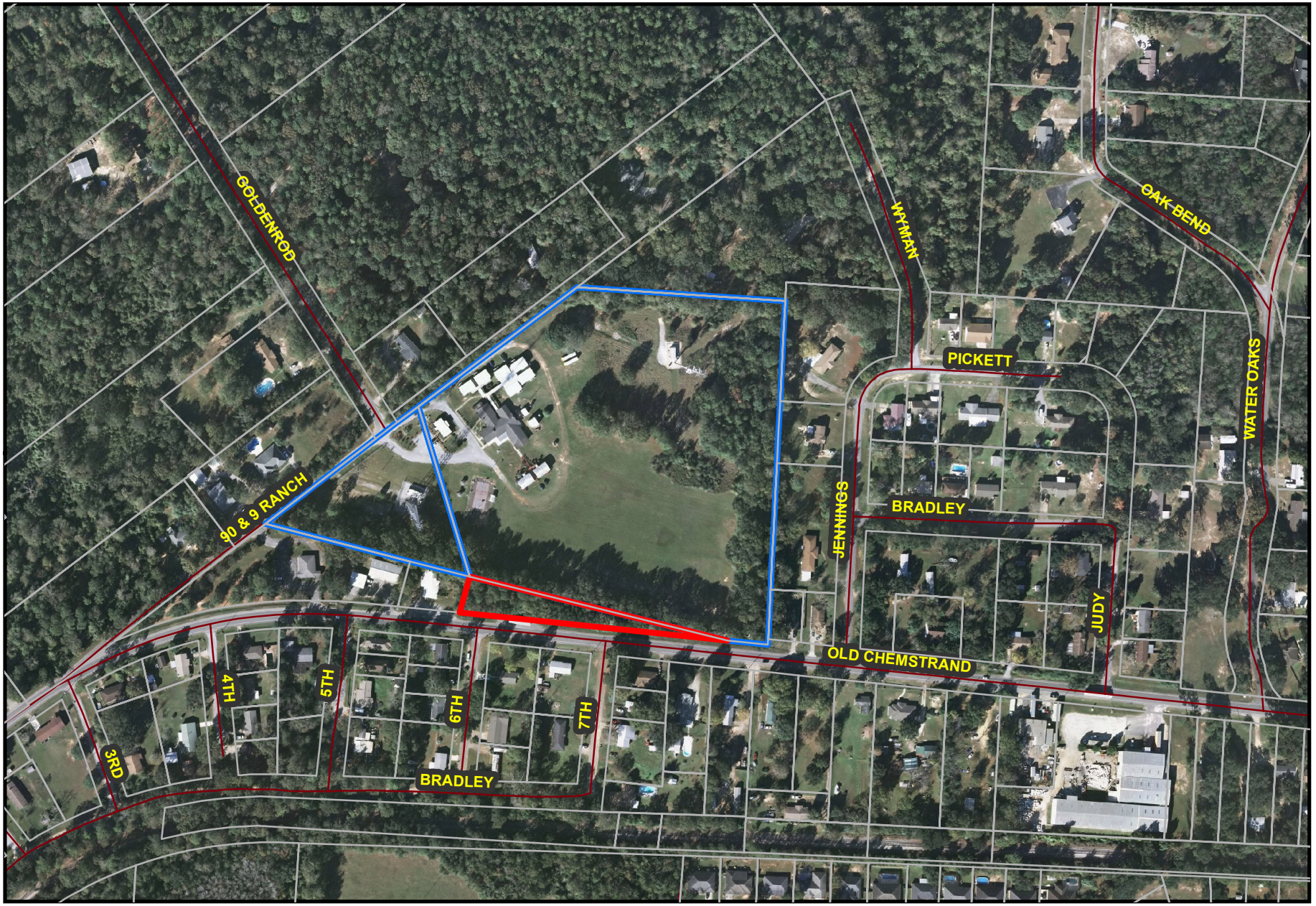
Anne Sharaway
Print or Type Name

Title: _____

Date: 4-25-2019

Sellers want to net $23,000.00.

Old Chemstrand Road



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SWC 4/1/19 DISTRICT 5

Sharaway Property

County Property

ITEMS ADDED TO THE AGENDA – COMMISSIONER BERGOSH – Continued

2. Verbal Item Added to the Agenda

Motion: Move to waive the cost of the fee for the rental of Beulah Park on Saturday, March 2nd, and I will cover any associated costs out of my discretionary fund so that the community of Beulah can honor Mr. Reddy and raise money for his family **For Information:** Govardhan "Reddy" Kotha was the victim killed in a robbery on Mobile Highway in Pensacola on February 19, 2019.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board take the following action concerning obtaining an appraisal for property located in the 1600 Block of Old Chemstrand Road (approximately 0.67 acres), owned by Hussein and Anne Sharaway:

   A. Authorize staff to order an appraisal for the potential acquisition of property located in the 1600 Block of Old Chemstrand Road, owned by Hussein and Anne Sharaway; and

   B. Authorize staff to bring the appraisal back to the Board for further discussion prior to making an offer and prior to continuing with standard due diligence, as outlined in Section 46-139 of Escambia County Code of Ordinances.

   [Funding Source: Fund 352 "LOST (Local Option Sales Tax) III," Cost Center 350229, Object Code 56101, Project #08PR0058 "Park Development"]

Motion: Move the recommendation concerning appraisal for acquisition of property located on Old Chemstrand Road
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

42. Recommendation: That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.67 acres) located in the 1600 Block of Old Chemstrand Road, from Hussein and Anne Sharaway:

A. Authorize staff to make an offer to purchase the property, located in the 1600 Block of Old Chemstrand Road, for the appraised value of $13,400, from Hussein and Anne Sharaway; any counter-offer will be brought back before the Board; and

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property located in the 1600 Block of Old Chemstrand Road, and bring the Contract to the Board for final approval and execution.

[Funding will come from District 5 Discretionary Fund.]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16102 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/16/2019
Issue: Acquisition of Real Property located at 416 and 450 Herman Street for the Delano/Herman Streets Drainage Improvement Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acquisition of Real Property Located at 416 and 450 West Herman Street for the Delano/Herman Streets Drainage Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of real property (approximately 2.15 acres) located at 416 and 450 West Herman Street from Rocky's Collision Center, Inc.:

A. Authorize the purchase of three parcels of real property located at 416 and 450 West Herman Street (approximately 2.15 acres), owned by Rocky's Collision Center, Inc., for the Delano/Herman Streets Drainage Improvement Project, for an average of the County's appraised values of $820,000 and $870,000, which equals $845,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of three parcels of real property located at 416 and 450 West Herman Street (approximately 2.15 acres) from Rocky's Collision Center, Inc., for $845,000; and

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

[Funding Source: Fund 352, LOST III/HMGP Grant, Cost Center 210124, Object Code 56101, Project 17EN3743. Funds spent toward this project are eligible for

reimbursement through the Hazard Mitigation Grant Program]

These properties are located in District 3.

BACKGROUND:

Escambia County has a long history of stormwater drainage problems and frequent flooding in the Pace Boulevard/Herman Street/Fairfield Street/Delano Street areas impacting government buildings, private facilities and roadways. These parcels will be used to expand the adjacent stormwater pond.

Following the April 2014 Flood Event, the Florida Department of Emergency Management (FDEM) approved funding for the design of a project to mitigate flooding in the Delano Street area. The design for the Delano Area Drainage Project has been completed, permitted, and submitted to FDEM for approval of grant funding for acquisition and construction.

The closings for all properties within the Delano Area Drainage Project will be scheduled once FDEM has approved acquisition and construction funding. This property owner is aware the closing will be delayed until then to comply with grant reimbursement requirements.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, LOST III/HMGP Grant, Cost Center 210124, Object Code 56101, Project 17EN3743. Funds spent toward this project are eligible for reimbursement through the Hazard Mitigation Grant Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on April 18, 2019.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Rocky's Contract
Rocky's Public Disclosure of Interest
Appraisal Summary Rocky's_McKenney
Appraisal Summary Rocky's_Asmar
Map Rocky's Collision Delano Drainage

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Rocky's Collision Center, Inc., a Florida for-profit corporation, whose address is 450 West Herman Street, Pensacola, Florida 32505 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2019. This Contract is expressly contingent on Buyer receiving approval from the Florida Division of Emergency Management of a Phase II grant funding agreement for the Delano Drainage Project; in the event that Buyer does not receive approval of the grant funding agreement within fifteen (15) months from the Effective Date, this Contract shall be null and void.

2. PURCHASE PRICE; PAYMENT. The purchase price is Eight Hundred Forty-five Thousand Dollars ($845,000.00), payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and

accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the date Buyer receives an approved and executed Phase II grant funding agreement for the Delano Drainage Project from the Florida Division of Emergency Management.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract, and in full settlement of any claims for damages, and as Seller's sole remedy under the Contract, and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to

terminate the Contract and to receive the reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

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

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:
Rocky's Collision Center, Inc.
450 West Herman Street
Pensacola, Florida 32505

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract, and Buyer and Seller shall be released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by

an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

BUYER:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: April 18, 2019

SELLER:

Rocky's Collision Center, Inc.

Witness

Robert Stanley Rusky
Print Name

Rock R. Bazinet, Jr., its President

Erin Juszczyk
Witness

Erin Juszczyk
Print Name

Date: 4/15/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by **Rock R. Bazinet, Jr,** as President of Rocky's Collision Center, Inc., a Florida for-profit corporation, on behalf of the corporation. He (__) is personally known to me, or (✓) has produced current Florida Drivers license as identification.

Erin Juszczyk
Signature of Notary Public

Erin Juszczyk
Printed Name of Notary Public

(Notary Seal)

Erin Juszczyk
Notary Public, State of Florida
My Comm. Expires December 02, 2022
Commission No. GG 280654

Exhibit "A"

DESCRIPTION (OFFICIAL RECORDS BOOK 7304, PAGE 1205):
PROPERTY LOCATED AT 416 WEST HERMAN STREET, PENSACOLA, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194, LESS THE WEST 120 FEET THEREOF AND LOTS 196 AND 196-A LYING EAST OF THE EXTENSION SOUTHWARD OF THE EAST LINE OF LOT 195, LESS THE SOUTH 33 FEET THEREOF, HYER PLACE. A SUBDIVISION OF PORTIONS OF SECTIONS 8 AND 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST. ACCORDING TO THE PLAT THEREOF, AS RECORDED PLAT BOOK 1, PAGE 92, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT:
A PORTION OF LOTS 196 AND 196-A, HYER PLACE, A SUBDIVISION OF PORTIONS OF SECTIONS 8 AND 9, TOWNSHIP 2 SOUTH, RANGE 3D WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 92, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 196; THENCE NORTH 01°36'03" EAST ALONG THE WEST LINE OF SAID LOT 196 FOR A DISTANCE OF 211.25 FEET; THENCE SOUTH 88°22'41" EAST FOR A DISTANCE OF 60.05 FEET; THENCE SOUTH 32°21 '56" EAST FOR A DISTANCE OF 75.47 FEET; THENCE SOUTH 01°35'24" WEST FOR A DISTANCE OF 169.80 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HERMAN STREET (FORMERLY THIRD STREET, R/W VARIES); THENCE NORTH 81°27'40" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE DF 39.62 FEET; THENCE NORTH 81°55'08" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 63.32 FEET; THENCE NORTH 01°36'03" EAST FOR A DISTANCE OF 9.23 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4792, PAGE 44, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 196 AND 196-A, HYER PLACE, A SUBDIVISION OR PORTIONS OF SECTIONS 8 AND 9. TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 92, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 196; THENCE SOUTH 01°36'03" WEST FOR A DISTANCE OF 9.23 FEET TO THE NORTH RIGHT OF WAY OF HERMAN STREET (R/W VARIES); THENCE SOUTH 81°55'08" EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 63.32 FEET; THENCE SOUTH 81°27'40" EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 27.53 FEET FOR THE POINT OF

BEGINNING; THENCE CONTINUE SOUTH 81°27'40" EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 12.09 FEET; THENCE NORTH 01°35'24" EAST FOR A DISTANCE OF 169.80 FEET; THENCE NORTH 32°21'56" WEST FOR A DISTANCE OF 21.49 FEET; THENCE SOUTH 01°35'24" WEST FOR A DISTANCE OF 186.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

DESCRIPTION (OFFICIAL RECORDS BOOK 4792, PAGE 44):
A PORTION OF LOTS 196 AND 196-A, IN HYER PLACE, A SUBDIVISION OF PORTIONS OF SECTION 8 AND 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 196; THENCE NORTH 01 DEGREES 36' 03" EAST ALONG THE WEST LINE OF SAID LOT 196 FOR A DISTANCE OF 211.25 FEET; THENCE SOUTH 88 DEGREES 22' 41" EAST FOR A DISTANCE OF 60.05 FEET; THENCE SOUTH 32 DEGREES 21' 56" EAST FOR A DISTANCE OF 75.47 FEET; THENCE SOUTH 01 DEGREES 35' 24" WEST FOR A DISTANCE OF 169.80 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HERMAN STREET (FORMERLY THIRD STREET, R/W VARIES); THENCE NORTH 81 DEGREES 27' 40" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 39.62 FEET; THENCE NORTH 81 DEGREES 55' 08" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 63.32 FEET; THENCE NORTH 01 DEGREES 36' 03" FEET FOR A DISTANCE OF 9.23 FEET TO THE POINT OF BEGINNING.

GRANTOR HEREBY RESERVES UNTO ITSELF, ITS SUCCESSORS AND/OR ASSIGNS, THE PERPETUAL NON-EXCLUSIVE EASEMENT OVER & ACROSS THE FOLLOWING PROPERTY:

A PORTION OF LOTS 196 AND 196-A, IN HYER PLACE, A SUBDIVISION OF PORTIONS OF SECTION 8 AND 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 1 AT PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 196; THENCE SOUTH 01 DEGREES 36' 03" WEST FOR A DISTANCE OF 9.23 FEET TO THE NORTH RIGHT OF WAY OF HERMAN STREET (R/W VARIES); THENCE SOUTH 01 DEGREES 55' 08" EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 63.32 FEET; THENCE SOUTH 81 DEGREES 27' 40" EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 27.53 FEET FOR THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 81 DEGREES 27' 40" EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 12.09 FEET; THENCE NORTH 01 DEGREES 35' 24" EAST FOR A DISTANCE OF 169.80 FEET; THENCE NORTH 32 DEGREES 21' 56" FEET FOR A DISTANCE OF 21.49 FEET; THENCE SOUTH 01

DEGREES 35' 24" WEST FOR A DISTANCE OF 186.16 FEET TO THE POINT OF BEGINNING.

FOR THE PURPOSES OF VEHICULAR INGRESS & EGRESS TO THAT CERTAIN PARCEL OF REAL PROPERTY OWNED BY GRANTOR AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 196 AND 196-A LYING EAST OF THE EXTENSION SOUTHWARD OF THE EAST LINE OF LOT 195, LESS THE SOUTH 33 FEET THEREOF, HYER PLACE, A SUBDIVISION OF PORTIONS OF SECTION 8 AND 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 92, OF THE PUBLIC RECORDS OF SAID COUNTY.

LESS & EXCEPT:
A PORTION OR LOTS 196 AND 1 96-A, IN HYER PLACE, A SUBDIVISION OF PORTIONS OF SECTIONS 8 AND 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE EASEMENT RESERVED IN THIS DEED SHALL BE EXPRESSLY APPURTENANT TO THE BENEFITED PROPERTY RETAINED BY GRANTOR.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.088 ACRES, 90,970 SQUARE FEET, MORE OR LESS.

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2018) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Rock R. Bazinet, Jr., as President of Rocky's Collision Center, Inc., a Florida for-profit corporation, do hereby attest and affirm:

1. That the address for Rocky's Collision Center, Inc. is 450 W. Herman St. Pensacola, FL 32505.

2. That the following entity or individuals have a beneficial interest in the real property described in the attached Exhibit A:

A. Rock R Bazinet Jr 11147 Bridge Creek Dr
(Name) (Address)

Relationship/Interest: Owner 100%

B. _____
(Name) (Address)

Relationship/Interest: _____

C. _____
(Name) (Address)

Relationship/Interest: _____

D. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described above to Escambia County, Florida.

Witness _____

Print Name _____

Witness _____

Print Name _____

Rocky's Collision Center, Inc., a Florida for-profit corporation

_____

By: Rock R. Bazinet, Jr., President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 15 day of April, 2019, by Rock R. Bazinet, Jr., as President of Rocky's Collision Center, Inc., a Florida for-profit corporation, on behalf of the corporation. He (_) is personally known to me, or (✓) has produced current Florida Drivers license as identification.

Erin Juszczyk
Notary Public, State of Florida
My Comm. Expires December 02, 2022
Commission No. GG 280654

(Notary Seal)

_____
Signature of Notary Public

Erin Juszczyk
Printed Name of Notary Public

Exhibit "A"

DESCRIPTION (OFFICIAL RECORDS BOOK 7304, PAGE 1205):
PROPERTY LOCATED AT 416 WEST HERMAN STREET, PENSACOLA, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194, LESS THE WEST 120 FEET THEREOF AND LOTS 196 AND 196-A LYING EAST OF THE EXTENSION SOUTHWARD OF THE EAST LINE OF LOT 195, LESS THE SOUTH 33 FEET THEREOF, HYER PLACE. A SUBDIVISION OF PORTIONS OF SECTIONS 8 AND 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST. ACCORDING TO THE PLAT THEREOF, AS RECORDED PLAT BOOK 1, PAGE 92, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT:
A PORTION OF LOTS 196 AND 196-A, HYER PLACE, A SUBDIVISION OF PORTIONS OF SECTIONS 8 AND 9, TOWNSHIP 2 SOUTH, RANGE 3D WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 92, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 196; THENCE NORTH 01°36'03" EAST ALONG THE WEST LINE OF SAID LOT 196 FOR A DISTANCE OF 211.25 FEET; THENCE SOUTH 88°22'41" EAST FOR A DISTANCE OF 60.05 FEET; THENCE SOUTH 32°21 '56" EAST FOR A DISTANCE OF 75.47 FEET; THENCE SOUTH 01°35'24" WEST FOR A DISTANCE OF 169.80 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HERMAN STREET (FORMERLY THIRD STREET, R/W VARIES); THENCE NORTH 81°27'40" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE DF 39.62 FEET; THENCE NORTH 81°55'08" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 63.32 FEET; THENCE NORTH 01°36'03" EAST FOR A DISTANCE OF 9.23 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4792, PAGE 44, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 196 AND 196-A, HYER PLACE, A SUBDIVISION OR PORTIONS OF SECTIONS 8 AND 9. TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 92, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING; THENCE CONTINUE SOUTH 81°27'40" EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 12.09 FEET; THENCE NORTH 01°35'24" EAST FOR A DISTANCE OF 169.80 FEET; THENCE NORTH 32°21'56" WEST FOR A DISTANCE OF 21.49 FEET; THENCE SOUTH 01°35'24" WEST FOR A DISTANCE OF 186.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

DESCRIPTION (OFFICIAL RECORDS BOOK 4792, PAGE 44):
A PORTION OF LOTS 196 AND 196-A, IN HYER PLACE, A SUBDIVISION OF PORTIONS OF SECTION 8 AND 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE EASEMENT RESERVED IN THIS DEED SHALL BE EXPRESSLY APPURTENANT TO THE BENEFITED PROPERTY RETAINED BY GRANTOR.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.088 ACRES, 90,970 SQUARE FEET, MORE OR LESS.

APPRAISAL REPORT

PROPERTY

Mixed-Use Commercial Property

LOCATION

416 & 450 West Herman Street
Pensacola, Florida 32505

EFFECTIVE DATE OF VALUE

January 14, 2019

DATE OF REPORT

February 7, 2019

PREPARED FOR

Escambia County Real Estate Acquisition Division
3363 West Park Place
Pensacola, Florida 32505

Presley-McKenney & Associates, Inc.
Consultant & Real Estate Valuations
Post Office Box 329
Pensacola, Florida 32591-0329

PRESLEY - McKENNEY & ASSOCIATES, INC.

Consultant & Real Estate Valuations

P.O. BOX 329, PENSACOLA, FLORIDA 32591-0329 • (850) 916-7066 • FAX (850) 916-2096

February 7, 2019

Escambia County Real Estate Acquisition Division
3363 West Park Place
Pensacola, Florida 32505

Attn: Stacey Ward Coker, Real Estate Acquisition Manager

RE: Appraisal Report
Mixed-Use Commercial Property
416 & 450 West Herman Street, Pensacola

Dear Ms. Coker:

As requested, an inspection has been made of the referenced property for the purpose of estimating the market value of each of the three parcels that together make up the entire ownership. In compliance with the *Uniform Standards of Professional Appraisal Practice*, this is an appraisal report, being a narrative report to include all data necessary for us to complete our work within the scope of our assignment.

Market value will be defined in the following report, but basically assumes a willing buyer and seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use.

As will be shown by photographs and more fully described and analyzed herein, the subject property consists of three adjoining tax parcels with one ownership. We have been asked to appraise the three tax parcels separately, determining current market values for each. The three subject parcels have been designated as Parcel A, Parcel B, and Parcel C. Parcel A, identified as 416 West Herman Street, includes approximately 48,332 square

feet of land and a 2,000-square foot office building with about one-third of the building being garage. Parcel B, identified as 416 West Herman Street (behind), includes approximately 21,433 square feet of land and a 5,136-square foot officed warehouse building. Parcel C, identified as 450 West Herman Street, includes approximately 21,205 square feet of land and an 8,020-square foot officed warehouse building.

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value of the real estate described as being Subject Parcel A, or 416 Herman Street (Front), as of January 14, 2019, is:

ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS

$185,000

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value of the real estate described as being Subject Parcel B, or 416 Herman Street (Rear), as of January 14, 2019, is:

TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS

$255,000

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value of the real estate described as being Subject Parcel C, or 450 Herman Street, as of January 14, 2019, is:

THREE HUNDRED EIGHTY THOUSAND DOLLARS

$380,000

At these values, it is assumed the exposure time is about nine to fifteen months. It is also assumed marketing is through someone knowledgeable of the property and the real estate market for these types of property.

We hereby certify we have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals as established for federally related transactions in the State of Florida. The appraisal conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

We appreciate the opportunity of doing this work for you. After your review, should you have questions, please call.

Respectfully submitted,

Presley-McKenney & Associates, Inc.

M. Eugene Presley
State-Certified General Real Estate Appraiser
#0000103

NARRATIVE APPRAISAL REPORT

OF AN IMPROVED COMMERCIAL PROPERTY

416 & 450 W. HERMAN STREET

PENSACOLA, FLORIDA 32505

PREPARED FOR

MS. MARCIA WIEBORG

ESCAMBIA COUNTY ENGINEERING DEPARTMENT

3363 WEST PARK PLACE

PENSACOLA, FLORIDA 32505

BY

ASMAR APPRAISAL COMPANY, INC.

254 LE STARBOARD DRIVE

PENSACOLA BEACH, FLORIDA 32561

ASMAR APPRAISAL COMPANY, INC.

APPRAISERS · CONSULTANTS

254 LE STARBOARD DRIVE
PENSACOLA BEACH, FLORIDA 32561

Joel J. Asmar, MAI
State-Certified General
Real Estate Appraiser RZ1565

joel@asmarappraisal.com

Telephone (850) 433-7631

January 25, 2019

Marcia Wieborg
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

Re: Appraisal of
An Improved Commercial Property
416 & 450 W. Herman Street
Pensacola, Florida 32505
AAC Job 19-2373

Dear Ms. Wieborg:

Per the terms of my engagement, I have made a recent inspection of the referenced property for the purpose of providing an opinion of the market value of the fee simple ownership estate as of a current date. Based on the information provided, my inspection and valuation analysis, it is my opinion that the market value of the three identified parcels of record "As-Is" in fee simple estate, as of the recent date of January 22, 2019, is as follows:

MARKET VALUE OPINIONS – FEE SIMPLE INTEREST

PARCEL "A" (450 W. HERMAN STREET):	**$425,000**
PARCEL "B" (416 W. HERMAN STREET - FRONT):	**$175,000**
PARCEL "C" (416 W. HERMAN STREET - REAR):	**$270,000**
COMBINED PROPERTY TOTAL:	**$870,000**

This valuation analysis is performed under the extraordinary assumption that Parcel "C" has been granted an access/utility easement over the existing driveway that traverses Parcels "A" and "B". The use of this extraordinary assumption is necessary to enable Parcel "C" to be operated independently of the two other parcels under the same ownership. The reader should be aware that the use of this extraordinary assumption may have affected the assignment results.

This is a narrative appraisal report, which is intended to comply with the reporting requirements set forth within the Uniform Standards of Professional Appraisal Practice. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the appraiser's work file.

Marcia Wieborg, Escambia County Engineering Dept. January 25, 2019

This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA), and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.

I estimate a reasonable marketing period at 9 to 15 months for all three parcels. This estimate is based on my review of sales of similar properties within the same market area.

I appreciate the opportunity to perform this work for Escambia County. If there should be any questions, please do not hesitate to call.

Sincerely,

Joel J. Asmar, MAI
State-Certified General
Real Estate Appraiser RZ1565

Rocky s Collision Center, Inc.
Delano Drainage Project

ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 3/28/19 DISTRICT 3

Rocky's Collision Center, Inc. Property

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16089 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/16/2019
Issue: Acquisition of Real Property Located at 4253 Erress Boulevard
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 4253 Erress Boulevard for the Erress Boulevard and Diego Circle Blight Reduction Project - Tonya Green, Neighborhood & Human Services 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 4253 Erress Boulevard (0.080 acres), from JoAnna Lyn Cope, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $20,000 (County's appraised value is $18,000);

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 4253 Erress Boulevard (0.080 acres); and

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

This parcel is located in District 3.

[Funding Source: Fund 129, 2017 CDBG, Cost Center 370231]

BACKGROUND:

Westernmark subdivision located on Erress Boulevard and Valencia Arms subdivision located on Diego Circle are neighborhoods located within the CRA Palafox Redevelopment District. Many of these units in the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood; there have been numerous repetitive code violations in which properties currently have outstanding liens.

During the June 22, 2017 BCC Meeting, the Board authorized staff to begin the process to pursue acquisition on all properties that had vacant lots and unoccupied structures. Neighborhood and Human Services (NHS) staff had identified over 30 potential parces to solicit for acquisitions. NHS staff have sent correspondences to all identified vacant properties and continues to solicit for acquisitions through correspondences as properties become vacant. NHS staff continues to perform appraisals, title commitments, and other related activities to implement the project. An acquisition checklist has been provided with this recommendation.

A prelimary offer was made to the property owner for the appraised value of the property, but the property owner has counter-offered with $20,000 (Exhibit II). Four votes from the Board would be needed to authorize this purchase price over the County appraisal of $18,000.

BUDGETARY IMPACT:

Funding for acquisition of this property noted above is budgeted in Fund 129, 2017 CDBG, Cost Center 370231.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase has been reviewed and approved by Stephen West, Senior County Attorney. The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property. Mr. West also noted via an email dated April 9, 2019: the Seller would need to undertake significant steps to make the title insurable, and it would not be reasonable to expect the Seller to be willing or able to take these steps.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes and will implement in consultation with the County Attorney's office.

Attachments

Contract with Backup Docs

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between JoAnna Lyn Cope, whose address is 1900 Dr. Martin Luther King, Jr. Drive, Pensacola, Florida 32503 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on May 16, 2019.

2. PURCHASE PRICE; PAYMENT. The purchase price is $20,000, payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

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

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Neighborhood Enterprise Division
c/o Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, Florida 32502

TO SELLER:
JoAnna Lyn Cope
1900 Dr. Martin Luther King, Jr. Drive
Pensacola, FL 32503

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal

Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

_____
Witness

Mary Owens Eccles
Print Name

_____
Witness

Ashley Peters
Print Name

SELLER:

_____
JoAnna Lyn Cope

Approved as to form and legal sufficiency.
By/Title: Assistant County Attorney
Date: 4/9/2019

Date 4-3-2019

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of April, 2019, by **JoAnna Lyn Cope**. She (✓) is personally known to me or (__) produced current _____ as identification.

MARY OWENS ECCLES NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires September 15, 2019
No. FF 918524
(Notary Seal)

_____
Signature of Notary Public

Mary Owens Eccles
Printed Name of Notary Public

Exhibit "A"

4253 Erress Boulevard, Pensacola, FL 32505
Parcel ID: 09-2S-30-1000-082-008

Legal Description:

Portions of Block "H", Westernmark Subdivision, Section 9, Township 2 South, Range 30 West, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as units as follows:

Unit 22: Commencing at the Northeast corner of Lot 8, Block "H", thence along the East line of said Lot South 8 degrees 12 minutes 00 seconds East, 51.70 feet for point of beginning, thence continue along said line South 8 degrees 12 minutes 00 seconds East, 19.93 feet, thence South 81 degrees 28 minutes 27 seconds West, 165.00 feet to West line of said Lot 8, thence along said West line North 8 degrees 12 minutes 00 seconds West, 19.93 feet, thence North 81 degrees 28 minutes 27 seconds East, 165.00 feet to the point of beginning. Being a part of Lot 8.

ERRESS BLVD PROPERTIES: EXHIBIT A

"This map/data was prepared by the Escambia County NED and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

4/3/2019

0 160 320 Feet

ESCAMBIA COUNTY FLORIDA

RECEIVED APR 0 5 2019

Escambia County Community Redevelopment Agency
OFFER LETTER

RE: 4253 ERRESS BLVD

ACCEPTANCE:

I have read the foregoing and would be willing to: Check A or B

___ A) Sell the property, located at 4253 Erress Blvd for **$18,000** depicted in Exhibit "A"; or

✓ B) Agree to sell the property, located at 4253 Erress Blvd for the counteroffer amount of $20,000.00

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

JoAnna Cope 4/3/19
Signature of Owner Date

Signature of Owner Date

JoAnna Cope
Print Name

Print Name

Please provide us with a current phone number and/or email address.

850-450-4528
Phone Number

JJgirls2011@gmail.com
Email Address

* This agreement is with the understanding that the liens previously waived by BOCC will be honored and the hard cost with abatements be all that is reflected in reduced payout/closing statement -
thank you -
JoAnna Cope

Updated
4-25-19

Transaction Identification Data for reference only:
Issuing Agent: First International Title, Inc.
Downtown
Loan ID Number:
Commitment Number: 122799-59
Property Address: 4253 Erress Blvd, Pensacola, FL 32503
Revision Number:
Date Issued: **April 25, 2019**

Issuing Office: First International Title - Pensacola Branch

ALTA Universal ID: 1139024
Issuing Office File Number: 122799-59

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
Westcor Land Title Insurance Company
Schedule A

1. Effective Date: **April 12, 2019, 08:00 am**

2. The policy or policies to be issued are — POLICY AMOUNT

   (a) ALTA Owner's Policy - (Amended 6-17-2006)(with Florida modifications) — **$1.00**

   Proposed Insured: **Escambia County, Florida**

   (b) ALTA Loan Policy - (Amended 6-17-2006)(with Florida modifications)

   Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

   Fee Simple

4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in:
   JoAnna Lyn Cope

5. Legal description of the land:

   SEE ATTACHED EXHIBIT "A"

Countersigned
First International Title, Inc.

By: Jim.Leffler

EXHIBIT "A"

Portions of Block "H", Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as Units as follows:
Unit 22: Commencing at the Northeast corner of Lot 8, Block "H", thence along the East line of said Lot South 8 degrees 12 minutes 00 seconds East 51.70 feet for a Point of Beginning, thence continue along said line South 8 degrees 12 minutes 00 seconds East, 19.93 feet, thence South 81 degrees 28 minutes 27 seconds West, 165.00 feet to the West line of said Lot 8, thence along said West line North 8 degrees 12 minutes 00 seconds West, 19.93 feet, thence North 81 degrees 28 minutes 27 seconds East, 165.00 feet to the Point of Beginning, being a part of Lot 8.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B - SECTION I

Commitment No.: **122799-59**

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

   a. **Warranty Deed from JoAnna Lyn Cope, as a single person or joined by spouse, if married, to Escambia County, Florida conveying the land.**

5. **Title to captioned property was conveyed by Tax Deed filed in Official Records Book 7079, Page 648. If the tax deed is at least four(4) years old and a thorough examination of the tax deed proceedings reveal all statutory and procedural requirements have been met, the following Affidavits must be obtained and filed prior to the filing of the proposed insured documents: Affidavit stating that the parties that lost the property, or anyone claiming by, through or under them, has not been in actual possession of said property within one year, or more, following the issuance of the tax deed; and Affidavit stating that the grantee on the Tax Deed, and/or anyone claiming by, through or under them, has been in continuous adverse possession of the property for a minimum of four consecutive years, following the issuance of the Tax Deed.**

6. **Release or Satisfaction of Nuisance Abatement Liens in favor of Escambia County, Florida recorded in Official Records Book 6785, Page 561, Official Records Book 6862, Page 857 and Official Records Book 8081, Page 215, of the Public Records of Escambia County, Florida.**

7. **Recordation of proof that Joanne Cope, the grantor(s) in that certain deed recorded in Official Records Book 7130, Page 1849, was unmarried at the time of conveyance, or that the property was not the homestead of the said grantor(s).**

8. **Recordation of proof that Timothy Vaughn, the grantor(s) in that certain deed recorded in Official Records Book 7135, Page 58, was unmarried at the time of conveyance, or that the property was not the homestead of the said grantor(s).**

9. **Redemption of Tax Certificate No. 2270, sale of 2017 for the year of 2016 taxes for Account No. 092S301000082008.**

10. **Redemption of Tax Certificate No. 2328, sale of 2018 for the year of 2017 taxes for Account No. 092S301000082008.**

11. **Payment of taxes for the year 2018 Tax I.D. # 092S301000082008 ; Assessed Value $14,300.00; Gross Amount $365.64; Exemptions: No. Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s).**

12. **Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.**

13. **Perform an Office of Foreign Asset Control (OFAC) search (formerly known as a Patriot Act search) on all seller(s) and/or buyer(s), and follow proper procedures if any party's name appears on OFAC's Specially Designated Nationals (SDN) list.**

14. **NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: 1. Deed recorded February 14, 2014 in Official Records Book 7135, Page 58, of the Public Records of Escambia County, Florida.**

Item A of Schedule B - Section II is hereby deleted. However, immediately prior to the disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B - SECTION II

Commitment No.: **122799-59**

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
8. **Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 7, at Page 81.**
9. **Restrictions, covenants, conditions and easements as contained in that certain instrument recorded in Official Records Book 497, Page 526 and amended in Official Records Book 533, Page 898.**
10. **Gulf Power Company Easement as recorded in Official Records Book 523, Page 466.**
11. **Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.**
12. **Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.**
13. **Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.**

Note: All the recording information contained herein refers to the Public Records of Escambia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Records Books of said county, unless indicated to the contrary.

Recorded in Public Records 09/24/2013 at 02:53 PM OR Book 7079 Page 648, Instrument #2013072818, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $21.00

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 13-516
PropertyIdentification No. 092S301000032008
Tax Account No. 052631209

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 03282 issued on June 1, 2010 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 5th day of August 2013, offered for sale as required by law for cash to the highest bidder and was sold to: TC 10U REAL PROPERTY HOLDING COMPANY LLC, 5154 N FRANKLIN ST #106 TAMPA FL 33602, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 5th day of August 2013, in the County of Escambia, State of Florida, in consideration of the sum of ($2,946.23) TWO THOUSAND NINE HUNDRED FORTY SIX AND 23/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

UNIT 22 BEG AT NE COR OF LT 8 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 0 SEC E 51 70/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 12 MIN 0 SEC E 19 93/100 FT THENCE S 81 DEG 28 MIN 27 SEC W 165 FT TO W LI OF SD LT 8 THENCE ALG W LI N 8 DEG 12 MIN 0 SEC W 19 93/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LT 8 BLK H WESTERNMARK S/D PB 7 P 81 OR 4972 P 826

** Property previously assessed to: JAMES THOMAS WHITE JR

SECTION 09, TOWNSHIP 2 S, RANGE 30 W

Pam Childers
PAM CHILDERS, Clerk of the Circuit Court
Escambia County, Florida

Witness Mylinda Johnson
Witness Emily Hogg

State of Florida
County of Escambia

On this 20TH DAY OF SEPT 2013 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

PAM CHILDERS, Clerk of the Circuit Court
By: Emily Hogg
Emily Hogg, Deputy Clerk

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2016 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
05-2631-209	06		092S301000082008

COPE JOANNA LYN
3970 PIEDMONT RD
PENSACOLA, FL 32503

PROPERTY ADDRESS:
4253 ERRESS BLVD

EXEMPTIONS:

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	12,703	0	12,703	84.05
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	12,703	0	12,703	28.07
BY STATE LAW	4.6660	12,703	0	12,703	59.27
WATER MANAGEMENT	0.0366	12,703	0	12,703	0.46
SHERIFF	0.6850	12,703	0	12,703	8.70
M.S.T.U. LIBRARY	0.3590	12,703	0	12,703	4.56

TOTAL MILLAGE 14.5731

AD VALOREM TAXES $185.11

LEGAL DESCRIPTION

UNIT 22 BEG AT NE COR OF LT 8 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 0 SEC E 51
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		125.33
WK WESTERNMARK STREET LIGHTING		20.79

NON-AD VALOREM ASSESSMENTS $146.12

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $331.23

Face: 393.45	Cert #2270	If Received By	Apr 30, 2018	May 31, 2018	Jun 29, 2018
Rate: 13.25%	Bidder #80608	Please Pay	$447.49	$451.83	$456.18

RETAIN FOR YOUR RECORDS

2016 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
05-2631-209
PROPERTY ADDRESS
4253 ERRESS BLVD

COPE JOANNA LYN
3970 PIEDMONT RD
PENSACOLA, FL 32503

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Apr 30, 2018 447.49
AMOUNT IF PAID BY	May 31, 2018 451.83
AMOUNT IF PAID BY	Jun 29, 2018 456.18
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Scott Lunsford, CFC • Escambia County Tax Collector

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2017 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
05-2631-209	06		092S301000082008

PROPERTY ADDRESS: 4253 ERRESS BLVD

EXEMPTIONS:

COPE JOANNA LYN
3970 PIEDMONT RD
PENSACOLA, FL 32503

PRIOR YEAR(S) TAXES OUTSTANDING

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	13,000	0	13,000	86.01
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	13,000	0	13,000	29.22
BY STATE LAW	4.3830	13,000	0	13,000	56.98
WATER MANAGEMENT	0.0353	13,000	0	13,000	0.46
SHERIFF	0.6850	13,000	0	13,000	8.91
M.S.T.U. LIBRARY	0.3590	13,000	0	13,000	4.67

TOTAL MILLAGE 14.3268

AD VALOREM TAXES $186.25

LEGAL DESCRIPTION

UNIT 22 BEG AT NE COR OF LT 8 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 0 SEC E 51
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		125.33
WK WESTERNMARK STREET LIGHTING		20.95

NON-AD VALOREM ASSESSMENTS $146.28

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $332.53

If Received By	Apr 30, 2018	May 31, 2018			
Please Pay	$342.51	$372.51			

RETAIN FOR YOUR RECORDS

2017 REAL ESTATE TAXES DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
05-2631-209
PROPERTY ADDRESS
4253 ERRESS BLVD

COPE JOANNA LYN
3970 PIEDMONT RD
PENSACOLA, FL 32503

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

PRIOR YEAR(S) TAXES OUTSTANDING

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Apr 30, 2018 342.51
AMOUNT IF PAID BY	May 31, 2018 372.51
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

1 052631209 2017 6

Recorded in Public Records 02/04/2014 at 11:40 AM OR Book 7130 Page 1849, Instrument #2014007006, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $35.00

Prepared by and return to:

Joanne Cope
3970 Piedmont Rd
Pensacola Fl. 32503

[Space Above This Line for Recording Data]

RECORDED AS RECEIVED

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 3rd day of February, 2014, between Joanne Cope, whose address is 3970 Piedmont Rd Pensacola Fl. 32503 ("Grantor"), and [redacted] whose post office address [redacted] ("Grantee"). TIMOTHY VAUGHN 825 MACKENZIE RD. CANTONMENT 32533

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSETH, that said Grantor, for and in consideration of the sum of FIVE THOUSAND DOLLARS ($5,000) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim, and demand which Grantor has in and to the following described lands situated, lying, and being in Escambia County, Florida, to wit:

UNIT 22 BEG AT NE COR OF LT 8 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 0 SEC E 51 70/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 12 MIN 0 SEC E 19 93/100 FT THENCE S 81 DEG 28 MIN 27 SEC W 165 FT TO W LI OF SD LT 8 THENCE ALG W LI N 8 DEG 12 MIN 0 SEC W 19 93/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LT 8 BLK H WESTERNMARK S/D PB 7 P 81 OR 4972 P 826

Parcel Number: 092S301080082008

Property Address: 4253 Errese Blvd, Pensacola FL 32505

Subject, however to all covenants, conditions, restrictions, reservations, limitations, easements, real estate taxes, utility liens, and to all applicable zoning ordinances, restrictions and prohibitions imposed by governmental authorities, and any adjacent parcel liens or boundary disputes, if any.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of Grantors, either in law or equity, for the use, benefit, and profit of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: TRAVIS THORE

Witness Name: Eric Nettles

JOANNE COPE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of February, 2014, by JOANNE COPE, ✓ who is personally known to me or ___ who produced the following as identification: _____, and who acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him by said company.

Notary Seal:

NOTARY PUBLIC – STATE OF FLORIDA

ERIC NETTLES
Commission # FF 78491
My Commission Expires
December 26, 2017

Recorded in Public Records 02/14/2014 at 11:00 AM OR Book 7135 Page 58, Instrument #2014009821, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $28.00

Recording requested by: JoAnna Cope

Space above reserved for use by Recorder's Office

When recorded, mail to:

Name: JoAnna Cope

Address: 3970 Piedmont Rd

City/State/Zip Pensacola FL 32503

Document prepared by:

Name JoAnna Cope

Address 3970 Piedmont Rd

City/State/Zip Pensacola FL 32503

Property Tax Parcel/Account Number: 092S30100008200B/SEC 9 TWN 2S RNG 30W

See attached for full description Exhibit "A"

Quitclaim Deed

This Quitclaim Deed is made on February 10th 2014, between Timothy Vaughn, Grantor, of 825 McKenzie Rd, City of Pensacola, State of Florida, and JoAnna Lyn Cope, Grantee, of 3970 Piedmont Rd, City of Pensacola, State of Florida.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 4253 Erress Blvd, City of Pensacola, State of Florida:

For valuable consideration of Four Thousand Five Hundred Dollars & 00/100 ——

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any. Taxes for the tax year of 2013 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Dated: 2/10/14

Tim Vaughn
Signature of Grantor

Timothy A. Vaughn
Name of Grantor

David Narloch
Signature of Witness #1

David Narloch
Printed Name of Witness #1

James R. Beahr
Signature of Witness #2

James R. Beahr
Printed Name of Witness #2

State of FLORIDA County of ESCAMBIA
On 2-10-14, the Grantor, TIMOTHY A. VAUGHN,
personally came before me and, being duly sworn, did state and prove that he/she is the person described in the above document and that he/she signed the above document in my presence.

Diana A. Stanley
Notary Signature

Notary Public,
In and for the County of ESCAMBIA State of FLORIDA
My commission expires: 2-27-18

DIANA A. STANLEY
MY COMMISSION # FF 028209
EXPIRES: February 27, 2018
Bonded Thru Notary Public Underwriters

Send all tax statements to Grantee.

Exhibit A

UNIT 22 BEG AT NE COR OF LT 8 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 0 SEC E 51 70/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 12 MIN 0 SEC E 19 93/100 FT THENCE S 81 DEG 28 MIN 27 SEC W 165 FT TO W LI OF SD LT 8 THENCE ALG W LI N 8 DEG 12 MIN 0 SEC W 19 93/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LT 8 BLK H WESTERNMARK S/D PB 7 P 81 OR 4972 P 826

Parcel Number: 092S301000082008

Property Address: 4253 Errest Blvd, Pensacola FL 32505

Recorded in Public Records 11/10/2011 at 03:56 PM OR Book 6785 Page 561, Instrument #2011079684, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
(850) 595-1820

CE110602547

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by James T White Jr. located at 4253 Erress Blvd. and more particularly described as:

PR#092S301000082008

UNIT 22 BEG AT NE COR OF LT 8 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 0 SEC E 51 70/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 12 MIN 0 SEC E 19 93/100 FT THENCE S 81 DEG 28 MIN 27 SEC W 165 FT TO W LI OF SD LT 8 THENCE ALG W LI N 8 DEG 12 MIN 0 SEC W 19 93/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LT 8 BLK H WESTERNMARK S/D PB 7 P 81 OR 4972 P 826

A field investigation by the Office of Environmental Enforcement was conducted on August 2, 2011 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a), (b), and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	$325.00
Administrative costs	$250.00
Total	$575.00

46/year @ 368.00 + 372.50

The principal amount of this lien shall bear interest at a rate of 8% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this _____ day of _____ 2011 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness Shirley L Gafford
Print Name Shirley L. Gafford

Witness Susan Hendrix
Print Name ~~Susan Hendrix~~

ESCAMBIA COUNTY, FLORIDA

Charles R. Oliver 11/3/11
By: Charles R. "Randy" Oliver
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of November, 2011, by Charles R "Randy" Oliver, County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (✓) is personally known to me, or ( ) has produced current _____ as identification.

ANGELA CRAWLEY
Notary Public-State of Florida
Comm. Exp. July 28, 2015
Comm. No. EE 116708

(Notary Seal)

Angela Crawley
Signature of Notary Public

Angela Crawley
Printed Name of Notary Public

Recorded in Public Records 05/25/2012 at 03:40 PM OR Book 6862 Page 857, Instrument #2012041154, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
(850) 595-1820

CE120100085

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by James T White Jr. located at 4253 Erress Blvd. and more particularly described as:

PR#092S301000082008

UNIT 22 BEG AT NE COR OF LT 8 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 0 SEC E 51 70/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 12 MIN 0 SEC E 19 93/100 FT THENCE S 81 DEG 28 MIN 27 SEC W 165 FT TO W LI OF SD LT 8 THENCE ALG W LI N 8 DEG 12 MIN 0 SEC W 19 93/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LT 8 BLK H WESTERNMARK S/D PB 7 P 81 OR 4972 P 826

A field investigation by the Office of Environmental Enforcement was conducted on February 18, 2012 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a), (b), and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	$225.00
Administrative costs	$250.00
Total	$475.00

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 21st day of May 2012 by Cheryl Lively, as Designee for the County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness _____
Print Name _____

Witness _____
Print Name _____

ESCAMBIA COUNTY, FLORIDA

_____
Cheryl Lively, Designee for
Charles R. "Randy" Oliver
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of MAY, 2012, by Cheryl Lively, Designee for Charles R. "Randy" Oliver, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. She (X) is personally known to me, or ( ) has produced current _____ as identification.

ANGELA CRAWLEY
Notary Public-State of Florida
Comm. Exp. July 28, 2015
Comm. No. EE 116706

(Notary Seal)

_____
Signature of Notary Public

Angela Crawley

Printed Name of Notary Public

- Appraisal
- Title search
- Environmental Assessment ✓
- Survey

2/15/18 - Vacant

Interest Notice

RE: [PROPERTY ADDRESS] 4253 Eress Blvd

WILLING TO PARTICIPATE:

I have read the foregoing and would like to discuss this further with Escambia County.

The property listed above is currently UNOCCUPIED: ☑ Yes ☐ No

JoAnna Cope 2/26/18

Signature of Owner Date

JoAnna Cope

Print Name

Signature of Owner Date

Print Name

NOT WILLING TO PARTICIPATE:

I have read the foregoing and I am not willing to participate.

Signature of Owner Date

Print Name

Signature of Owner Date

Print Name

Please provide us with a current phone number and/or email address.

850-450-4528

Phone Number

JJgirls2011egmail.com

Email Address

* Unit is currently empty and we are rehabbing for new tenant so would like to come to an agreement before re-rented if possible.

- JoAnna

Recorded in Public Records 05/31/2016 at 03:44 PM OR Book 7532 Page 574, Instrument #2016040212, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-09-03813
Location: 103 Jardine Road A
PR# 502S309000021001

Cope, Joanna
3970 Piedmont Road
Pensacola, FL 32503

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of January 22, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (p), (t), (u) an (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of $1,100.00 imposed by the Order of Special Magistrate dated January 22, 2013, the following itemized fines and abatement fees are hereby imposed as follow:

Itemized	Cost
a. Fines ($50.00 per day 2/22/13 - 3/14/16)	$55,800.00
b. County Abatement Fees	$ 650.00
Total	$56,450.00 which

together with the previously imposed costs of $1,100.00 makes a total of $57,550.00.

DONE AND ORDERED at Escambia County, Florida, this 23rd day of May, 2016.

Special Magistrate
Office of Environmental Enforcement

1100
650
1750

2yrs Taxes due - $775.67

Escambia County Tax Collector

Bill History — Real Estate Account At 4253 ERRESS BLVD

Print this page

Real Estate Account #05-2631-209 | Parcel details | Latest bill | Full bill history

Get Bills by Email Apply for the 2018 Installment Payment Plan

Amounts as of 03/08/2018

Pay all: $775.67

Bill	Balance			
2017 Annual Bill	$332.53			Print (PDF)
		Pay this bill: $332.53		
2016 Annual Bill	$443.14			Print (PDF)
		Pay this bill: $443.14		
Issued certificate #2270	Face $393.45 Rate 13.25%	06/01/2017	Certificate issued	
		05/01/2017	Advertisement file created	
2015 Annual Bill	$0.00	11/18/2015	**Paid $296.28 Receipt #2015-0246307**	Print (PDF)
2014 Annual Bill	$0.00	11/18/2015	**Paid $403.34 Receipt #2015-0246307**	Print (PDF)
Redeemed certificate #2581	Face $378.18 Rate 0.25%	11/18/2015	Certificate redeemed	
		06/01/2015	Certificate issued	
		05/01/2015	Advertisement file created	
2013 Annual Bill	$0.00	10/23/2014	**Paid $397.59 Receipt #2014-0221322**	Print (PDF)
Redeemed certificate #2418	Face $372.99 Rate 2.25%	10/23/2014	Certificate redeemed	
		06/01/2014	Certificate issued	
		05/01/2014	Advertisement file created	
2012 Annual Bill	Tax Deed (see 2009)			Print (PDF)
Tax Deed Application #120989		08/05/2013	Deed sale	
		11/30/2012	Deed applied	
2011 Annual Bill	Tax Deed (see 2009)			Print (PDF)
Tax Deed Application #120989		08/05/2013	Deed sale	
		11/30/2012	Deed applied	
2010 Annual Bill	Tax Deed (see 2009)			Print (PDF)
Tax Deed Application #120989		08/05/2013	Deed sale	
		11/30/2012	Deed applied	
2009 Annual Bill	$0.00			Print (PDF)
Tax Deed Application #120989		08/05/2013	Deed sale	
		11/30/2012	Deed applied	
2008 Annual Bill	$0.00	08/05/2009	**Paid $456.53 Receipt #2009-0162242**	Print (PDF)
Redeemed certificate #3269	Face $428.84 Rate 18%	08/05/2009	Certificate redeemed	
		06/01/2009	Certificate issued	
		05/01/2009	Advertisement file created	
Total Balance	**$775.67**			

Pay all: $775.67

VISA MasterCard American Express Cards DISCOVER e-check

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Source: Escambia County Property Appraiser

Navigate Mode · Account Reference

Restore Full Page Version

General Information

Reference:	092S301000082008
Account:	052631209
Owners:	COPE JOANNA LYN
Mail:	3970 PIEDMONT RD PENSACOLA, FL 32503
Situs:	4253 ERRESS BLVD 32505
Use Code:	SINGLE FAMILY - TOWNHOME
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$2,000	$10,703	$12,703	$12,703
2015	$2,000	$10,703	$12,703	$12,703
2014	$4,275	$10,858	$15,133	$15,133

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/10/2014	7135	58	$4,000	QC	View Instr
02/03/2014	7130	1849	$5,000	QC	View Instr
12/04/2013	7109	412	$3,500	QC	View Instr
09/20/2013	7079	648	$3,000	TD	View Instr
09/2002	4972	826	$20,000	WD	View Instr
09/1995	3910	372	$100	WD	View Instr
05/1981	1546	590	$29,000	WD	View Instr
01/1976	1005	267	$350,000	OJ	View Instr

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

2016 Certified Roll Exemptions

None

Legal Description

UNIT 22 BEG AT NE COR OF LT 8 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 0 SEC E 51 70/100 FT FOR POB THENCE CONT ALG SD...

Extra Features

None

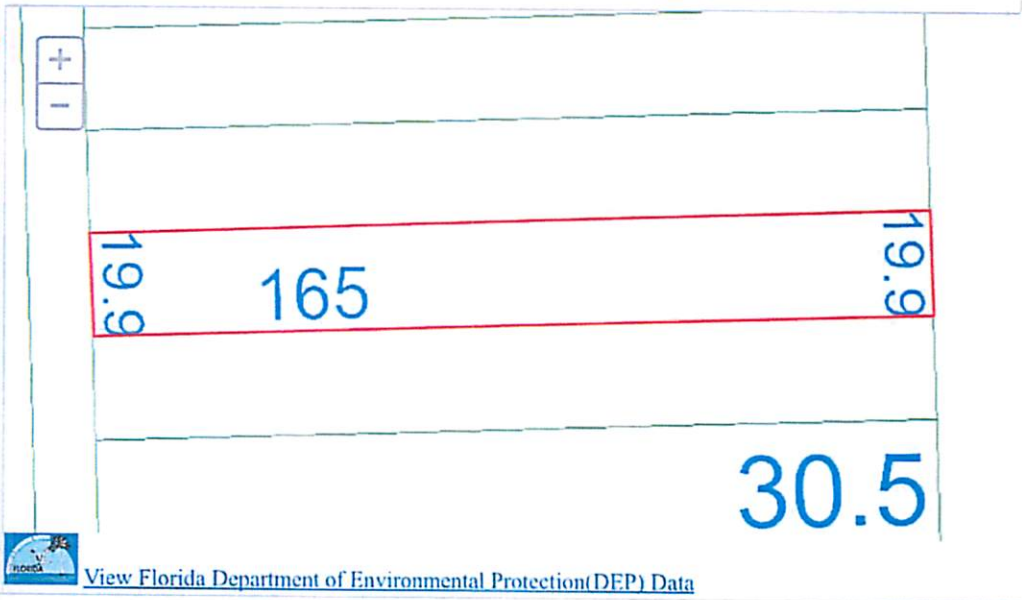
Parcel Information

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.0800

Zoned:
HDMU

Evacuation & Flood Information
Open Report

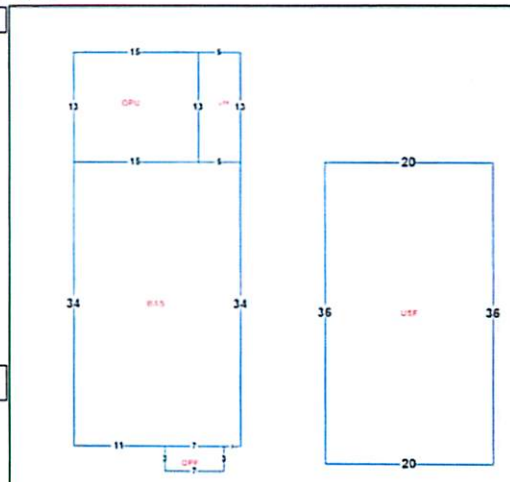


View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:4253 ERRESS BLVD, Year Built: 1972, Effective Year: 1972

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*SIDING-SHT.AVG.*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*5*
NO. STORIES-*2*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*
Areas - 1681 Total SF
BASE AREA - *680*
OPEN PORCH FIN - *21*
OPEN PORCH UNF - *195*
UPPER STORY FIN - *720*
UTILITY FIN - *65*



Images

2/13/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

This document prepared by:
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PARTIAL RELEASE OF LIEN

In consideration for payment of $1,750, the following liens are released from the property owned by JoAnna L. Cope, 1900 Dr. Martin Luther King, Jr. Drive, Pensacola, Florida 32503, as more particularly described in the Tax Deed recorded in Official Record Book 7255, Page 49 of the public records of Escambia County:

> Liens created by the orders of the Environmental Enforcement Special Magistrate recorded in Official Record Book 6966, Page 239, Official Record Book 6966, Page 258, and Official Record Book 7532, Page 574 of the public records of Escambia County, Florida.

Nothing in this Partial Release shall otherwise impair, alter, or diminish the liens or the operation of the liens against the property of any other person named in the liens, and in all other respects, the liens remain in full force and effect.

Executed this 8th day of January, 2019.

ESCAMBIA COUNTY, FLORIDA

Amy L. Lovoy, Acting County Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of January, 2019, by Amy L. Lovoy, as Acting County Administrator of Escambia County, a political subdivision of the State of Florida. She (✓) is personally known to me, or (__) has produced current _____ as identification.

Signature of Notary Public

Deana Stallworth
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF970948
Expires 3/27/2020

Deana Stallworth

Printed Name of Notary Public

Recorded in Public Records 4/2/2019 4:17 PM OR Book 8072 Page 700,
Instrument #2019028928, Pam Childers Clerk of the Circuit Court Escambia
County, FL

This document prepared by:
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PARTIAL RELEASE OF LIEN

In consideration for payment in the amount of $1,200, the following liens are released from the property owned by Kendra's Property Investment Group, LLC, located at 25 Norwood Drive, Pensacola, Florida 32506, as more particularly described in the Quit Claim Deed recorded in Official Record Book 7990, Page 1468 of the public records of Escambia County:

> Liens created by the orders of the Environmental Enforcement Special Magistrate recorded in Official Record Book 6966, Page 239, Official Record Book 6966, Page 258, and Official Record Book 7532, Page 0574 of the public records of Escambia County, Florida.

Nothing in this Partial Release shall otherwise impair, alter, or diminish the liens or the operation of the liens against the property of any other person named in the liens, and in all other respects, the liens remain in full force and effect.

Executed this 25th day of March, 2019.

ESCAMBIA COUNTY, FLORIDA

Amy L. Lovoy, Interim County Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of March, 2019, by Amy L. Lovoy, as Interim County Administrator of Escambia County, a political subdivision of the State of Florida. She (✓) is personally known to me, or (_) has produced current _____ as identification.

Deana Stallworth
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF970948
Expires 3/27/2020

Signature of Notary Public

Deana Stallworth

Printed Name of Notary Public

This document prepared by:
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PARTIAL RELEASE OF LIEN

In consideration for payment of $1,200, the following liens are released from the property owned by JoAnna L. Cope, located at 103 Jardine Road A, Pensacola, Florida 32507, as more particularly described in the Tax Deed recorded in Official Record Book 7255, Page 49 of the public records of Escambia County:

> Liens created by the orders of the Environmental Enforcement Special Magistrate recorded in Official Record Book 6966, Page 239, Official Record Book 6966, Page 258, and Official Record Book 7532, Page 0574 of the public records of Escambia County, Florida.

Nothing in this Partial Release shall otherwise impair, alter, or diminish the liens or the operation of the liens against the property of any other person named in the liens, and in all other respects, the liens remain in full force and effect.

Executed this 21st day of March, 2019.

ESCAMBIA COUNTY, FLORIDA

Amy L. Lovoy, Interim County Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2019, by Amy L. Lovoy, as Interim County Administrator of Escambia County, a political subdivision of the State of Florida. She (✓) is personally known to me, or (__) has produced current _____ as identification.

Deana Stallworth
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF970948
Expires 3/27/2020

Signature of Notary Public

Deana Stallworth

Printed Name of Notary Public

BOUNDARY SURVEY

EXHIBIT "A"

Legal Description: (Per O.R. Book 4972, Page 828)
Prepared at the request of the Community Redevelopment Agency
July 05, 2018

Portions of Block "H", Westernmark Subdivision, Section 9, Township 2 South, Range 30 West, Escambia County, Florida, recorded in Plat Book 7,Page 81, more particularly described as units as follows:

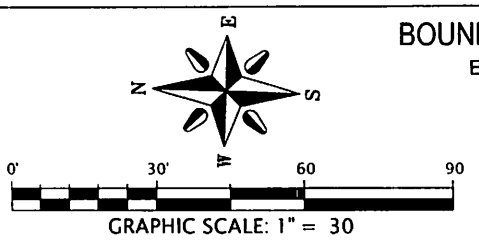
Unit 22: Commencing at the Northeast corner of Lot 8, Block "H", thence along the East line of said Lot South 8°12'00" East 51.70 feet for a point of beginning, thence continue along said line South 8°12'00" East, 19.93 feet, thence South 81°28'27" West,165.00 feet to the West line of said Lot 8, thence along said West lineNorth 8°12'00" West, 19.93 feet, thence North 81°28'27" East,165.00 feet to the point ofr Beginning. Being a part of Lot 8.

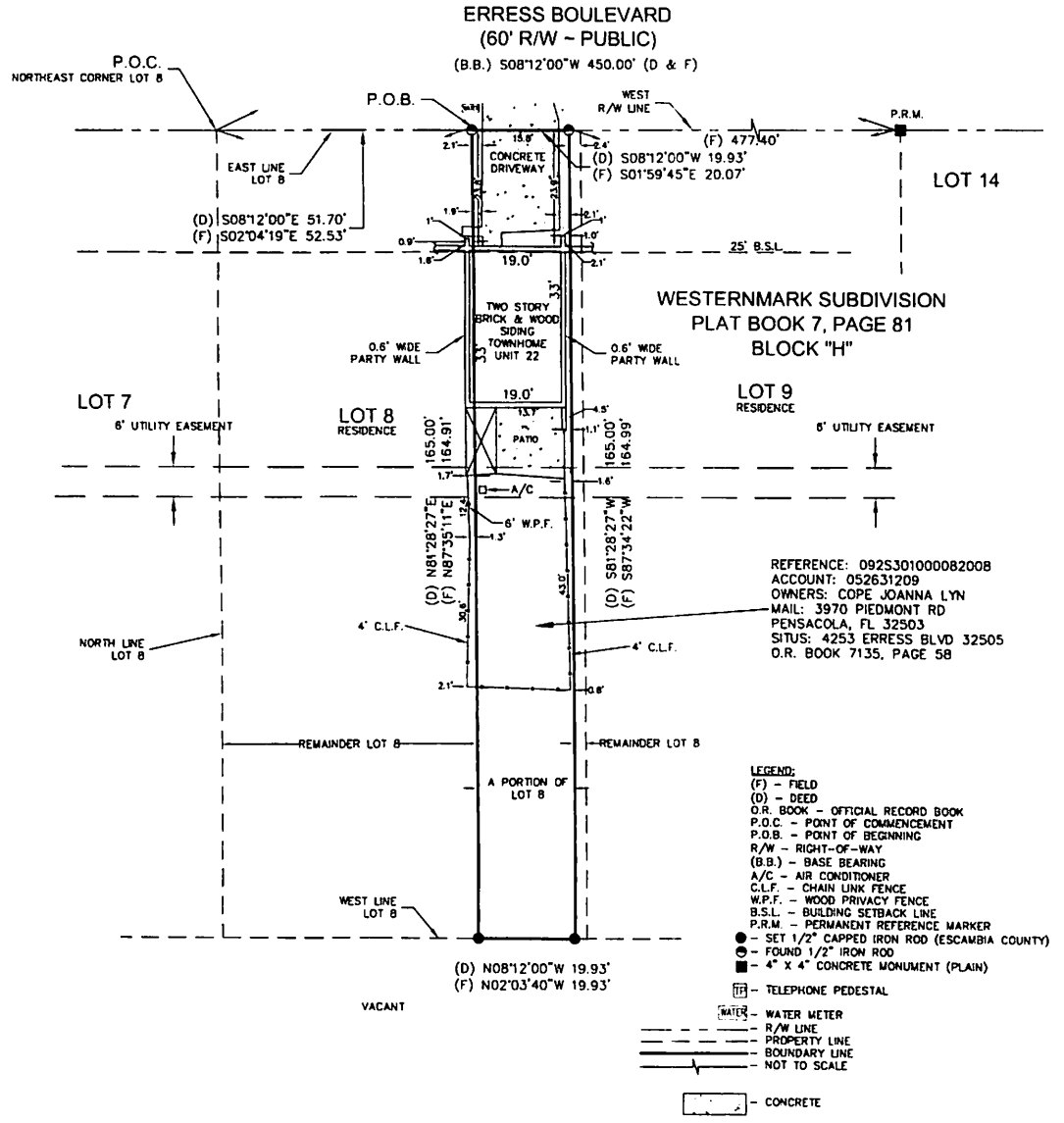
SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon are based on the following:
    a. Projection Zone: Florida North (State Plane)
    b. Projection Type: Lambert Conformal Conic
    c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
    d. North as shown hereon is referenced to Florida Department of Transportation (FDOT) Horizontal Control Network.
3) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor however a title search been provided. Therefore, the survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
4) Lands shown hereon were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
5) This survey does not reflect, determine, or guarantee ownership.
6) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
7) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
8) The horizontal positions shown hereon were derived from the utilization of a Leica 1200 Real Time Kinematic (RTK) Global Positioning System (GPS) dual frequency receiver in RTK Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN).
9) The field survey was performed between April 11, 2018 through April 16, 2018 and recorded in Field Book 538, Pages 11-17.
10) Right of way and parcel lines are based on the Escambia County Property Appraiser's maps. They are "For Illustrative Purposes Only".
11) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
12) Documents used in the preparation of this Boundary survey: Escambia County Property Appraiser's Maps; existing field monumentation, and the Following Legal Description recorded in the Public Records of Escambia County, Florida: O.R. Book 4141, Page 1137; Plat Book 7, Page 99 of the public records of Escambia County, Florida.
13) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
14) The description and boundary survey are not full and complete without the other.
15) Boundary lines as shown were determined by a boundary survey performed by Escambia County.
16) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

BOUNDARY SURVEY

EXHIBIT "A"





Surveyor Notes:

1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.

2) The boundary survey and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

Clara F Long (CRA)

From: Stephen G. West
Sent: Tuesday, April 9, 2019 1:30 PM
To: Clara F Long (CRA)
Cc: Beth A. Larrieu
Subject: Erress Boulevard Parcels

Clara:

You provided me with contracts for 4253 Erress Boulevard (JoAnna Cope) and 4250 Erress Boulevard (Rodney Jones). We have previously discussed these. The seller of each property would need to undertake significant steps to make the title insurable, and it would not be reasonable to expect that they would be willing or able to take these steps. Is it still your intent to submit these contracts for Board approval?

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 4253 ERRESS BLVD

County Administrator (or designee) - Appraisals

Appraiser (1): G. DANIEL GREEN & ASSOCIATES
Date of appraisal: 2/2018
Appraised value: $18,000
Received by: CRA DIVISION
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I:
Received by:
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by:
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by:
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date: Joseph Barrett Digitally signed by Joseph Barrett DN: cn=Joseph Barrett, o=Escambia County, ou=Survey, email=jebarrett@myescambia.com, c=US Date: 2019.03.25 11:40:28 -05'00'
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source:
Verified by:
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

Clara F Long (CRA)

From: Tara D. Cannon
Sent: Monday, April 8, 2019 8:25 AM
To: Clara F Long (CRA)
Cc: Tara D. Cannon
Subject: FW: Joanna Cope / 103 Jardine Road A

FYI-

Have a great day!

Tara D. Cannon
Office of Management & Budget Services
Property Division
221 Palafox Place, Suite 440
Pensacola, FL 32502
Phone: (850) 595-4996
Fax: (850) 595-4810
Email: tdcannon@myescambia.com

From: Kia M. Johnson <KMJOHNSON@myescambia.com>
Sent: Friday, April 5, 2019 4:06 PM
To: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Sandra F Slay <SFSLAY@myescambia.com>; Janice K. Gilly <JKGILLY@myescambia.com>; Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>; Tara D. Cannon <tdcannon@myescambia.com>; Shawn S. Hunter <sshunter@myescambia.com>
Cc: jjgirls2011@gmail.com; Shawn S. Hunter <sshunter@myescambia.com>
Subject: RE: Joanna Cope / 103 Jardine Road A

Ms. Cope:

The original amount due on these liens was in excess of $57,000, prior to you beginning your payment plans. Orders of the Special Magistrate constitute liens on all real property owned by the violator and, unless lien relief is granted, the liens typically remain attached to the property when the property changes hands.

Each time the county grants lien relief, the County is agreeing to release one property from being covered by the liens, in exchange for payment of some portion of the total amount due (over $57,000). The liens from Jardine attached to Norwood because you were previously the owner of Norwood.

In short, the release of one property from the liens does not automatically release any other associated property. Until the total amount due is paid, the County is merely agreeing to release certain properties in exchange for payment of certain amounts.

Please let me know if you have any additional questions.

Thank you,

Kia M. Johnson
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

NOTICE OF CONFIDENTIALITY: This email and any attachments are intended for use only by the addressee(s) named herein and may contain confidential information, legally privileged information and attorney-client work product. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email, and any attachments thereto, is strictly prohibited. If you have received this email in error, please notify the sender by email, telephone or fax, and permanently delete the original and any of any email and printout thereof.

From: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>
Sent: Thursday, April 4, 2019 2:30 PM
To: Sandra F Slay <SFSLAY@myescambia.com>; Janice K. Gilly <JKGILLY@myescambia.com>; Kia M. Johnson <KMJOHNSON@myescambia.com>; Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>; Tara D. Cannon <tdcannon@myescambia.com>; Shawn S. Hunter <sshunter@myescambia.com>
Cc: jjgirls2011@gmail.com
Subject: RE: Joanna Cope / 103 Jardine Road A

Hi Kia,

Please see Joanna's concerns below.

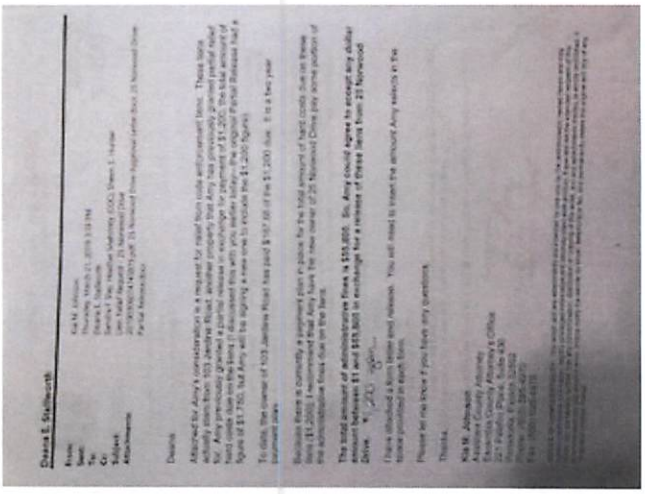
Thanks,
Mylinda

Mylinda K. Johnson, Operations Supervisor, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
850-595-4813

NOTICE: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email 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.

From: joanna cope [mailto:jjgirls2011@gmail.com]
Sent: Thursday, April 04, 2019 2:25 PM
To: Mylinda Johnson (COC)
Subject: Re: Joanna Cope / 103 Jardine Road A

Thanks for all your hard work on these matters- it sure has been confusing- there is just one more thing I believe should have been different- I am attaching the letter from 3/21 where it shows the liens on Norwood stemmed from Jardine and that to release the liens it would take 1200.00 - Norwood never had liens so when we paid the 1200.00 it should have released Jardine and Norwood as I read it- but by attaching it to both properties it made it appear that we owed those monies twice instead of once- I had already put a payment plan in place and had paid on the 1200.00 to clear Jardine which should ultimately clear Norwood-please clarify and let me know, I will do whatever is necessary- thanks- Joanna



Sent from my iPhone

On Apr 4, 2019, at 11:03 AM, Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com> wrote:

> Sounds good to me. We will waive $550.00 on the case and keep an eye out for the revised Partial Release.

CODE LIEN CASE	PAID	DUE
2018 CL 005826 / CE 120903813 OR Book 7532/574, 6966/258, 6966/239 Against 103 Jardine Rd A (Partial Release - $1,200.00 + payment plan fee of $25.00 + $10.00 recording fee = $1,235.00 to release lien	Payment plan active, Paid to date: $271.68	$963.32 to release lien
Partial Release -23 Norwood	$1,210.00	$0.00 – Paid in full and Released
2011 CL 079684 / CE 110602547 OR Book 6785/561 Nuisance Abatement lien 4253 Erress Blvd	$0.00	$895.55 / good thru April 30 2019
2012 CL 041154 / CE 120100085 OR Book 6862/857 Nuisance Abatement Lien 4253 Erress Blvd	$0.00	$722.82 / good thru April 30 2019

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Sales Contract-4253 Erress Blvd

Date: 04/08/19

Date due for placement on agenda: 05/02/19

Requested by Clara Long, CRA DIV MGR

Phone Number: 595-3596

(LEGAL DEPARTMENT USE ONLY)

Legal Review by

Date Received: April 9, 2019

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Returned by email of April 9th.

COUNTY ATTORNEYS OFFICE
08 APR2019
PM03:38

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 4253 ERRESS BLVD

County Administrator (or designee) - Appraisals

Appraiser (1): G. DANIEL GREEN & ASSOCIATES
Date of appraisal: 2/2018
Appraised value: $18,000
Received by: CRA DIVISION
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: N/A
Received by:
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by:
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by:
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by: Joseph Barrett Digitally signed by Joseph Barrett DN: cn=Joseph Barrett, o=Escambia County, ou=Survey, email=jebarrett@myescambia.com, c=US Date: 2019.04.25 16:13:28 -05'00'
Date:
Comments: No issues

Office of Management and Budget - Verification of Funding Source

Funding source: 2017 CDBG, CC 370231
Verified by:
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16158 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/16/2019
Issue: County Commissioners' Technology Policy
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the County Commissioners' Technology Policy - Commissioner Jeff Bergosh, District 1

That the Board discuss the County Commissioners' Technology Policy, per Board direction of the May 9, 2019, Committee of the Whole Workshop.

BACKGROUND:
The County Commissioners' Technology Policy - Section I, A. 12, was adopted August 20, 2009.

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

Commissioners' Technology Policy, August 20, 2009

Commissioners' Technology Policy Draft with Strike-throughs

Commissioners' Technology Policy Draft Clean Copy

Board of County Commissioners
Escambia County, Florida

Title:	County Commissioners' Technology Policy
Date Adopted:	August 20, 2009
Effective Date:	August 20, 2009
Reference:	
Policy Amended:	New Policy

A. **Purpose:**

The purpose of this policy is to establish rules for how the County Commissioners use technology to communicate to ensure they conduct themselves in a responsible, professional, ethical and efficient manner, with an eye towards the public's perception of their elected officials and how they conduct business. Improvements and evolutions in technology are occurring so rapidly that it is difficult for the laws and rules that govern County business and elected officials to keep pace. The Florida Sunshine Law and Public Records Law pose special challenges to the County Commissioners who should follow not just the letter of those laws, but also their intent. It is vital to the credibility of Escambia County government that the public perceive their Commissioners are respectful of those laws and of the citizens they govern.

B. **Policy:**

1. **Applicability:** This policy is intended as an additional layer of control over the County Commissioners' use of technological resources, regardless of the ownership of those resources. This policy is intended to supplement any existing policy, rule or law that applies to the County Commissioners or to County-owned resources.

2. **Board Meetings:** Commissioners shall not use cell phones, PDAs, Blackberrys, laptops, netbooks or similar devices, regardless of ownership of the device, during any County Commission meeting, including workshops. Commissioners are encouraged to turn off, silence, turn to vibrate or abandon all such devices during meetings. In the event of a perceived emergency, a Commissioner may use these devices but shall leave the Chambers or room where the meeting is held during use.

3. **Electronic Mail (E-Mail):** In order to ensure compliance with Florida's Public Records' Law, including record retention requirements, Commissioners shall not use private e-mail accounts to conduct County business. Private e-mail accounts include outside business e-mail accounts, personal accounts and any other e-mail account that does not

operate through Escambia County's server. However, should a Commissioner receive e-mail in a private e-mail account, the Commissioner shall forward the e-mail to a County-maintained e-mail account and shall request that the author of the original e-mail use the County-maintained e-mail account for future communications. Such actions shall not be a violation of this policy.

Further, in the event of unavoidable circumstances, including, but not limited to, lack of access and unavailability or malfunction of the County e-mail system, a Commissioner's use of a private e-mail account to conduct County business shall not be a violation of this policy, so long as the Commissioner forwards such communications to a County-maintained e-mail account as soon as practicable. Failure to comply with this provision could result in a violation of Florida's Public Records' Law.

Commissioners are discouraged from using County-maintained e-mail accounts for personal business and may wish to sort any such e-mails that are present in a County-maintained account into a personal file or to a personal e-mail account to ease the task of records management and retention.

4. **Text Messaging and Instant Messaging:** Commissioners shall not use text messaging, instant messaging or similar types of instantaneous communications to conduct County business on any device capable of such methods of communication, regardless of ownership of the device. Where possible, Commissioners are encouraged to request that such functions be disabled on their County-owned devices.

5. **Social Networking Accounts, Twitter, Story Forum Comments, Blogs and Similar Communications:** Commissioners shall not discuss County business on social networking sites, including, but not limited to, Facebook and Twitter, and shall not blog or otherwise communicate on the internet about County business other than via e-mail as provided above and in other applicable laws and regulations.

   However, a commissioner may post a story forum comment or response on a blog on a site maintained by another person or media outlet regarding County business so long as the commissioner posts the comment or response using the commissioner's actual name and the commissioner does not post a comment or response when another commissioner has already posted on that specific article or issue. A copy of any such posting shall be retained by the County.

6. **Other County Policies:** Commissioners are responsible for compliance with all other applicable County policies.

C. **Enforcement:**

A majority of the County Commission may take any available enforcement action against a fellow Commissioner found to be in violation of this policy. Additionally, the County shall not be responsible for any costs resulting from a Commissioner's failure to follow this policy. Such costs are to include, but not be limited to, text messaging charges and attorney's fees, unless specifically allowed by State law. All other applicable laws, rules and policies may have other enforcement mechanisms that could apply. County Commissioners are responsible for compliance with the Sunshine Law and Public Records' Law at all times during their term.

D. **Future Amendments:**

The Board shall revisit this policy on a regular basis in order to consider amendments due to relevant court decisions, Attorney General's Opinions, Legislative actions or desires of the Board.

Board of County Commissioners
Escambia County, Florida

Title:	**County Commissioners' Technology Policy**
Date Adopted:	~~**August 20, 2009**~~ **May 16, 2019**
Effective Date:	~~**August 20, 2009**~~ **May 16,2019**
Reference:	
Policy Amended:	**New Policy**

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6. ~~**Other County Policies**~~ **Compliance With Law:** Commissioners retain all rights afforded them as citizens under the United States Constitution and the laws of the United States of America and of the State of Florida; Commissioners are individually responsible for compliance with all ~~other~~ applicable laws ~~County policies~~

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DRAFT

Board of County Commissioners
Escambia County, Florida

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Date Adopted:	**May 16, 2019**
Effective Date:	**May 16, 2019**
Reference:	
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5. **Compliance with Law:**
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D. **Future Amendments:**
The Board shall revisit this policy on a regular basis in order to consider amendments due to relevant court decisions, Attorney General's Opinions, Legislative actions or desires of the Board.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16126 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/16/2019
Issue: Approval of Proposed Settlement of Workers' Compensation Claims Brought by Former Employee Donna Balsan
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Former Employee Donna Balsan.

That the Board approve a proposed settlement agreement in the sum of $17,500.00. The proposed settlement would constitute a complete resolution of all outstanding Workers' Compensation claims including medical benefits, indemnity benefits, attorney's fees and costs brought by Donna Balsan. The County would be responsible for payment of the settlement in full.

BACKGROUND:

Donna Balsan is a 67-year-old female who was employed by the Board of County Commissioners or the Sheriff for over thirty years as a Food Service Assistant. At the time of her accident, she was employed by the Sheriff in the County Jail. On August 14, 1996, Ms. Balsan was moving a large mixing bowl when she sustained an injury to her low back with symptoms radiating into her left leg and left foot. The accident was determined to be compensable and benefits were provided accordingly.

Medical treatment ensued. Ms. Balsan underwent an MRI scan of her lumbar spine which revealed a posterior disc herniation at the L5-S1 level among other findings. A neurosurgeon recommended that a left-sided L5-S1 laminectomy be performed. She underwent this surgery in November 1996. However, Ms. Balsan experienced a worsening of her left foot symptoms. She was referred for evaluation for pain management. After an MRI, a second laminectomy and discectomy procedure was performed in June 1998. She was found to have reached maximum medical improvement (MMI) and was given an 11% permanent

impairment rating.

Ms. Balsan has continued with her pain management treatment in addition to surgical intervention for the left foot and ankle. In August of 2016, her physician, Dr. Erik Nilssen, who had performed the surgery on her foot, determined that she had reached MMI with no permanent impairment or restrictions resulting from the left foot injury.

In June of 2017, Ms. Balsan retired from her employment with the County. She is a recipient of Social Security Retirement benefits and a Medicare beneficiary. She is currently under the care of an orthopedic surgeon and a pain management specialist. Given Ms. Balsan's status as a Medicare beneficiary, a Medicare Set-Aside Report was obtained with projected medical expenditures of $12,949.00 over the course of her life expectancy. The County's exposure for medical expenses slightly exceeds the Medicare set-aside as the Medicare set-aside takes only into account Medicare-covered treatment and supplies. Because of Ms. Balsan's lengthy post-accident work history and recent retirement, medical expenditures would be the most likely cause of significant exposure to the County.

The parties and their respective counsel negotiated a provisional settlement agreement releasing the County as well as PGSC from future liability for Workers' Compensation benefits in exchange for a lump sum payment of $17,500.00. Our retained attorney, Brian T. Hanley, has recommended settlement for this sum. As part of the settlement, Ms. Balsan would assume responsibility for any outstanding liens and would execute a general release in which she waives any other potential claims against the Board.

BUDGETARY IMPACT:

The appropriate reserves from Internal Service, 501 Fund have been set to fund the self-insured retention portion of the settlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Mr. Hanley will prepare the settlement documents.

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-16141 **County Attorney's Report 10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/16/2019
Issue: Approval of Proposed Settlement in Escambia County, Florida v. Evanston Insurance Co. and Markel Service, Inc., Case No. 3:19-cv-00538-MRC/EMT
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement in Escambia County, Florida v. Evanston Insurance Co. and Markel Service, Inc., Case No. 3:19-cv-00538-MCR/EMT.

That the Board take the following action:

A. Approve acceptance of payment of $75,520.00 from Evanston Insurance Co. and Markel Service, Inc. for closure and post-closure costs as provided by the endorsements to the Environmental Impairment Liability policy obtained by Louisiana Investment Group, LLC regarding closure of Saufley Landfill. In exchange for this payment, the County would execute a general release of all claims in favor of Evanston Insurance Co. and Markel Service, Inc.; and

B. Authorize the Chairman to execute the general release to be drafted by the attorneys for Evanston Insurance Co. and Markel Service, Inc.; and

C. Authorize the County Attorney's Office to execute all documents necessary to effectuate the settlement, including a joint stipulation for dismissal with prejudice.

BACKGROUND:

Evanston Insurance Company, which is a subsidiary of Markel Insurance Company, issued an environmental impairment liability (EIL) policy to Louisiana Investment Group, LLC (LIG). The limits of liability were $1,401,696.00 for each pollution condition. The Florida Department of Environmental Protection required financial assurances from LIG that it would be able to close the Saufley Landfill

once its useful life had expired. Chapter 61-701.730, F.A.C. requires the owner or operator of a CD&D landfill to perform five years of monitoring the landfill after closure.

The policy contained two endorsements which supplemented the EIL coverage. The first endorsement allowed for the recovery by LIG or a third-party beneficiary such as Escambia County of closure costs for the Saufley Landfill. That endorsement provided for $344,817.00 in coverage. A separate endorsement was issued for post-closure costs required by the five-year monitoring plan required under Chapter 62-701.730. The limit of post-closure costs is $56,879.00. The two endorsements totaled $401,696.00 in coverage.

Evanston Insurance Co. and Markel Service, Inc. have offered the sum of $75,520.00 to resolve all claims by the County under the terms of the insurance policy. In exchange, the County would execute a general release and cooperate in the dismissal with prejudice of this lawsuit. Patrick T. Johnson, Director of Waste Services Department, is in agreement with this disposition of the lawsuit. In addition, this office recommends resolution of the lawsuit for this sum of money.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney, Charles V. Peppler will review all legal documentation to effectuate the settlement and execute the stipulation for dismissal with prejudice.

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-16145 **County Attorney's Report 10. 3.**
BCC Regular Meeting **Action**
Meeting Date: 05/16/2019
Issue: Engagement of Steven K. Hall as Special Master for Relief by Terramore Development, et. al. from a decision of the Escambia Co. Board of Adjustment
From: MEREDITH CRAWFORD, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Engagement of Steven K. Hall as Special Master for Relief by Terramore Development, et. al. from a decision of the Escambia Co. Board of Adjustment.

That the Board take the following action:

A. Approve a proposed settlement with Defendants; and

B. Authorize the Chairman to execute the proposed settlement agreement, if approved by the Board.

[THE PROPOSED SETTLEMENT AGREEMENT TO BE PROVIDED UNDER SEPARATE COVER].

BACKGROUND:

Shu Cheng Shurett, Leo Huang own property with Parcel ID No. 23-3S-31-2001-0000-000 in Escambia County, Florida. Teramore purchased the property. She Cheng Shurett and Leo Huang qualified as an "owner" for purposes of the Florida Land Use and Environmental Dispute Resolution Act.

Teramore would like to construct a retail store located along Gulf Beach Highway on the Property, which is designated as MU-S (Mixed-Use Suburban) on the County's Future Land Use Map and zoned C (Commercial) pursuant to the County's LDC.

On July 24, 2017, it was concluded that Teramore's proposed retail store was not permissible and did not meet certain locational criteria in the County's LDC. On August 7 and August 8, 2017, Shu Cheng Shurett, Leo Huang and Teramore filed administrative appeals of the July 24th decision. On October 18, 2017, the Escambia County Board of Adjustment (BOA) denied the administrative appeal. On November 16, 2017 Shu Cheng Shurett, Leo Huang and Teramore sought relief of the BOA's denial. On August 3, 2018, Judge Scott Duncan ruled in favor of the Petitioners.

On February 20, 2019 the Board of Adjustment conducted another quasi-judicial hearing on the administrative appeals. The BOA allowed County staff to present new evidence and voted to deny the administrative appeals.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16142 **County Attorney's Report 10. 4.**
BCC Regular Meeting **Action**
Meeting Date: 05/16/2019
Issue: Agreement for Sale and Purchase - Navy Federal Credit Union
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreement for Sale and Purchase - Navy Federal Credit Union.

That the Board take the following action:

A. Authorize the sale of up to 100 acres adjacent to Navy Federal Credit Union's campus on Nine Mile Road in accordance with the terms and conditions of the Agreement for Sale and Purchase; and

B. Waive the retention of the fractional interest in the phosphates, minerals, metals, and petroleum in the property to be conveyed by the County, in accordance with Section 270.11(3), Florida Statutes; and

C. Authorize the Chairman or Vice-Chairman to execute the Agreement for Sale and Purchase and other documents necessary to complete the transaction.

[THE PROPOSED AGREEMENT TO BE PROVIDED UNDER SEPARATE COVER].

BACKGROUND:

On April 4, 2019, the Board adopted Resolution No. R2019-42, authorizing negotiation for sale to Navy Federal Credit Union (NFCU) of up to 100 acres of the County-owned land at the former Navy Outlying Landing Field Eight (NOLF-8) for expansion of its existing campus, pursuant to the Board's economic development powers under Section 125.045, Florida Statutes.

The Agreement for Sale and Purchase contains the terms of the sale proposed by

NFCU. NFCU will require the County to convey all of its interest in the phosphates, minerals, metals, and petroleum in the property to facilitiate any future development. As such the County will not be retaining its fractional interest in these rights, which is otherwise required by Section 270.11(3), Florida Statutes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Upon approval, the County Attorney's Office will coordinate the real estate closing for this property.

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-16113 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/16/2019
Issue: County Administrator's Contract
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the County Administrator's Contract

That the Board consider a contract for County Administrator Janice Gilley.

[THE PROPOSED CONTRACT TO BE PROVIDED UNDER SEPARATE COVER].

BACKGROUND:
The Board of County Commissioners asked that a proposed contract for Administrator Janice Gilley be brought forward to a business meeting in May.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.